

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

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



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

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, March 17, 2020
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**
Approval of Minutes
❖ **March 10, 2020**

Review Agenda

Consent Agenda

Commissioners

- a. Line Item Transfer, Fund No. 0305-101, Dept. 000
- b. Line Item Transfer, Fund No. 0133-101, Dept. 000
- c. Line Item Transfer, Fund No. 0000-101, Dept. 110

Corrections

- d. Agreement w/Lexipol, LLC to Provide Policy Manuals and Daily Training Bulletins
- e. Line Item Transfer, Fund No. 0000-101, Dept. 120

Facilities

- f. Purchase of Linen and Laundry Services From U.S. Linen
- g. Authorizing Not to Exceed Amounts for Purchases by the Facilities Department
- h. First Amended Agreement w/Waxie Sanitary Supply for Vendor Purchasing

Fairgrounds

- i. Award and Contract of Fencing Repair to Frontier Fence, Inc.

Human Services

- j. Agreement w/WISE for Developmental Disabilities Services

Juvenile

- k. Notice of Termination Contract to Redwood Toxicology, Inc.

Planning

- l. Adopting Fee Schedule for the Benton County Planning Department

Public Works

- m.** Contract w/Columbia Pumping & Construction, Inc for the Erickson Road Bridge Repair Project
- n.** Approving Invoice for Purchase of Road Salt From Salt Distributors
- o.** Agreement and Federal Aid Project Prospectus for Highway Safety Improvement Grant Funds for Guidepost and Guardrail Installation Project
- p.** Agreement and Federal Aid Project Prospectus for Transportation Alternative Project Funds for Dallas Road Bike Path Project
- q.** Agreement and Federal Aid Project Prospectus for Surface Transportation Block Grant Funds for the Plymouth Road Pavement Overlay
- r.** Purchase of 4000 Gallon Tank and Plumbing Installed on Chassis From Ochoco Mfg. Corp.
- s.** Purchase of Sign Materials for the TrafficJet Print System from Avery Dennison

Sheriff

- t.** Awarding Purchase of Patrol Jackets to Uniforms 2 Gear

Public Comment

Scheduled Business

TRIDEC Visit and Introduction of New Executive Director ~ A Fyall

Request by Benton REA for Support of the Lower Snake River Dams ~ Commissioners

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 10, 2020, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting:

Adam Fyall, Sustainable Development Manager; Deputy County Administrator Matt Rasmussen; DPA Ryan Brown; Clerk Josie Delvin; Greg Wendt, Planning Manager; IT Manager Robert Heard; Public Works Manager Robert Blain; Treasurer Ken Spencer; Kirsten Yniguez, Treasurer's Office; Shan MacPherson, IT; Finance Manager Linda Ivey; Auditor Brenda Chilton; County Engineer Doug D'Hondt; Captain Joshua Shelton; Ela Selga, District Court Administrator; Elaine Osborne, Chief Deputy Clerk; Commander Scott Souza; Assistant Finance Manager Jennifer Bowe; Adam Morasch, Chief Deputy Assessor; Shyanne Palmus, Communications Coordinator; HR Manager Lexi Wingfield.

Approval of Minutes

The Minutes of February 25, 2020 were approved.

Review Agenda

The Board pulled consent agenda item "b" (Contract w/QLUE Consulting for Office Workflows and Processes).

A contract with Strata was added to "Other Business".

Commissioner Small requested to add an executive session to review a claim or complaint against a public official in accordance with RCW 42.30.110(1)(f).

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "tt" pulling "b" (Contract w/QLUE Consulting for Office Workflows and Processes). Commissioner Small seconded and upon vote, the Board approved the following:

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

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/Mail Finance 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

Agreement with TRIDEC

Adam Fyall presented the agreement with TRIDEC for economic development services for the year 2020 in the amount of \$70,000.00.

MOTION: Commissioner Small moved to approve the Economic Development Agreement with TRIDEC for the year 2020 as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Request for Temporary Help for ER&R

Robert Blain said one of the mechanics was out due to an injury and there was a need to hire a temporary employee during the duration of the permanent employee's absence (for a maximum of five months). He requested the Board authorize moving money from that line item to the temporary employee line item.

MOTION: Commissioner Small moved to approve the Resolution authorizing the Line Item Transfer for the temporary help position in the ER&R Fund as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Human Resources - Positions Cleanup

Lexi Wingfield presented resolutions as part of the ongoing effort to do administrative clean up to match job titles, job descriptions and budget titles. It included adding the Risk Manager to the Managers and Administrators Salary Schedule, changing the Title of the Public Works Manager to Director of Operations & Capital Assets, and changing the Title of the Jail Commander to Chief of Corrections.

Commander Souza added that it was appropriate to change his title to Chief of Corrections and he also wanted to change the title of the Jail Captain to Commander at a later date.

Commissioner Small said he wanted to confirm this was not a budget adjustment but only title changes and it was stated that was correct.

MOTION: Commissioner Small moved to approve the following resolutions as presented: Updated Managers and Administrators Salary Schedule, Line Item Transfer to update the title of Director of Operations and Capital Assets, Line Item Transfer to update the title of a Chief of Corrections, the classification description for a Director of Operations and Capital Assets, the classification description for a Jail Captain, and the classification description for a Chief of Corrections. Commissioner Delvin seconded and upon vote, the motion carried.

Finance Team Presentation

Linda Ivey and Jennifer Bowe gave the Board a financial update as of January 31, 2020:

Current Expense Fund – Time elapsed 54.2%

- Revenue – Grand Total 55.96 (on target)
- Expenditures – 51.94%
 - Unfilled positions since the budget cycle – down to 2 (originally at 11)

Public Safety Tax

Linda Ivey and Shyanne Palmus updated the Board on the Public Safety Sales Tax, including:

- Budget v. Actuals
- Bringing in \$8 million/spending \$8 million (revenue/expenditures were even right now)
- Excess of \$6 million was budgeted for one item expenditures
- Expenditures by Department – Ongoing operations and contracts
 - Currently 3 unfilled positions (originally 10 at the beginning of the budget)
- Expenditures by Department – One-Time/Capital
 - Budget - \$5,385,019
 - Approved (-7,842,000)

- Approved over budget (-2,456,981)
- Additional requests – unapproved – \$1,645,500

Commissioner Delvin said they needed to give the message to the cities, so they were on the same page and look at a marketing program about renewal of the public safety tax. Additionally, the spending on one-time purchases was benefitting the whole Tri-Cities not just Benton County.

RFP Process for Public Safety Tax Fund

The Board discussed the RFP process and putting a cap on expenditures and individual requests and agreed to the following:

- \$4 million cap on total requests
- Application limit: \$700,000
- Internal committee to review requests (consisting of Shyanne Palmus, Linda Ivey, Jerrod MacPherson, Adam Fyall, Matt Rasmussen, and possibly others)

Other Business

Contract with Strata for Special Inspection and Construction Materials Testing

Robert Blain presented a resolution and contract with Strata. He said normally the contract would be presented under the consent agenda, but the company needed to get going on the work to keep construction flowing on the new administration building.

MOTION: Commissioner Small moved to approve the Personal Services Contract with Strata for special inspection and construction materials testing for the new Administration Building project as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Prosser Courthouse – Commissioner Board Room Remodel

Commissioner Delvin discussed the potential remodel of the Commissioners' Board room. He proposed limiting the project to new carpet and updating the room for the time being.

Chairman Beaver said he agreed and did not want to spend money on himself.

Commissioner Small said money had been spent already on the design and Prosser was the County seat. He did not see a problem with remodeling it to accommodate larger crowds and bringing it up to the 21st century.

Mr. MacPherson said the original plan would accommodate the Planning Commission and there were other spaces in the Courthouse where they could accommodate the Planning Commission meetings. He suggested that potentially the board sitting area would not need to have nine sitting stations, which might free up the cramped potential space.

Commissioner Small said he felt it was worth spending the \$300,000.00.

The Board agreed to reconsider it and bring back at a later date.

NACO Conference Update

Commissioner Delvin said they met with every member of their delegation and mainly talked about the virus. He said the Health Department and the Benton County Jail had plans if something did happen in this area.

Additionally, there was a discussion about inmates losing their entitlement to Medicaid when incarcerated and the County ended up picking up the cost. He said there was a bill in Congress proposing that inmates would not lose those benefits up until the time they were tried and adjudicated.

Further items discussed at the conference were the PILT payments and the Hanford budget.

Benton County Property Tax Statements

Commissioner Delvin said a letter would be going out to taxpayers explaining the recent property tax increases were due in part to the legislature making changes to the school taxes and that was driving those increases.

Wind Turbine Farm Issue

Mr. MacPherson said the County was receiving a lot of emails regarding this issue and people were actively stating they should contact the Commissioners to oppose. He said he was crafting a message to go out that it was the Hearings Examiner, not the Commissioners that should be contacted.

The Board recessed, reconvening at 10:27 a.m.

Cameron Probert, Tri-City Herald via/videoconference said if the claim was about the Sheriff, the Tri-City Herald objected to the executive session because he was not a county employee.

Executive Session – Potential Litigation

The Board went into executive session at 10:28 a.m. for 10 minutes to discuss potential litigation and potential appeal with DPA Ryan Brown. Also present were Ryan Lukson and Andy Miller (via/videoconference), Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie. The Board came out at 10:33 a.m. Mr. Brown stated that no decisions were made in executive session.

Executive Session – Review Claim Against Public Official Per RCW 42.30.110(1)(f)

The Board went into executive session at 10:33 a.m. for 20 minutes with DPA Ryan Brown to review a claim or complaint against a public official per RCW 42.30.110(1)(f). Also present were Ryan Lukson and Andy Miller (via/videoconference), Jerrod MacPherson, Matt Rasmussen, Brenda Chilton and Cami McKenzie. The Board came out at 10:53 a.m. The Board went back

into executive session for an additional 20 minutes. The Board came out at 11:10 a.m. Mr. Brown said the Board discussed a complaint against a public official and took no action.

Tort Claims

CC 2020-08A: Received March 10, 2020 from David Jesse Goertzen
CC 2020-08B: Received March 10, 2020 from David Jesse Goertzen
CC 2020-09: Received March 10, 2020 from Darrell Gene Reavis

Account Payables

Check Date: 02/26/2020

Warrant #: 203647
Total all funds: \$5,000.00

Check Date: 02/28/2020

Warrant #: 203784-203994
Total all funds: \$8,334.10

EFT #: 1160-1184
Transfers #: 2282001-2282007
Total all funds: \$861,443.64

Warrant #: 203995-204111
Total all funds: \$328,810.67

Check Date: 03/06/2020

EFT #: 1192-1195
Transfers #: 03062001-03062005
Total all funds: \$76,608.56

Warrant #: 204188-204331
Total all funds: \$567,851.56

Payroll

Check Date: 03/05/2020

Payroll Checks
Warrant #: 242447-242498
Direct Deposit #: 150923-151526
Total all funds: \$2,437,405.64

Payroll Deductions/Transfers
Taxes #: 101200301-101200311
ACH #: 1185-1191
Total all funds: \$2,372,903.17

Payroll Deductions/Warrants
Warrant #: 204180-204187
Total all funds: \$130,747.47

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

Resolutions

- 2020-183: First Amended Contract w/Master's Touch for the Benton County Assesor
- 2020-184: Classification Description for an Election Systems Supervisor Position
- 2020-185: Establishing a Salary Grade for an Elections Systems Supervisor Position
- 2020-186: Line Item Transfer, Fund No. 0111-101, Dept. 000
- 2020-187: Declaration of Surplus and Disposition of Personal Property
- 2020-188: Agreement w/City of Richland for Payment and Ballot Boxes
- 2020-189: Continuing An Information Management Service Agreement w/CI Support LLC
- 2020-190: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2020-191: Authorizing Payment to Access Unlimited & Security for Purchase of Security System Hardware
- 2020-192: Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2020-193: Purchase of Dell Latitude Laptop for Treasurer Department From Dell Premier
- 2020-194: Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2020-195: Appointment of Darrell Miles to Area 1 – Noxious Weed Control
- 2020-196: Appointment of Dan Downs to Area 4 - Noxious Weed Control
- 2020-197: Appointment of Dave Owens to Area 5 – Noxious Weed Control
- 2020-198: Agreement w/Sylvia Garza for Interpreting Services in Superior and District Courts
- 2020-199: Authorizing OPD Chief Staff Defender to Sign Vouchers
- 2020-200: Amending Public Defense Investigation Contract w/Michael Matkowski
- 2020-201: Amending Public Defense Investigation Contract w/Mark Almquist
- 2020-202: Amending Public Defense Investigation Contract w/Jeffrey Porteous
- 2020-203: Amending Public Defense Investigation Contract w/Abel Campos
- 2020-204: Temporary Superior Court Public Defense Services Agreement w/Heather Villani
- 2020-205: Line Item Transfer, Fund No. 0000-101, Dept. 116
- 2020-206: Proposed Vacation and Abandonment of a Portion of Clodfelter Road
- 2020-207: Establishing Traffic Control on Clear View Loop, Fairview Loop, Harper Mae Court and Summit View Court
- 2020-208: Purchase of 18 Speed Transmission & Clutch Assembly From Woodpecker Truck
- 2020-209: Purchase of 2 Truck Mounted Rear Cross Conveyors From Northend Truck Equipment
- 2020-210: Accepting Work Performed by Goodman & Mehlenbacher for CRP – PR 669 Improvements

- 2020-211: Accepting Work Performed by Central Washington Asphalt Inc. for SMP – 2019 BST Area 3
- 2020-212: Accepting Work Performed by Granite Construction Company for Badger Mtn to Candy Mtn Connector Pathway Project
- 2020-213: Approval of Construction Plans and Authorization to Proceed w/Bid Process for Safety Roadside Improvements
- 2020-214: Permission to Proceed w/Advertisement and Bid Process for SMP – 2020 Bituminous Surface Treatment Area 4 and Edge Repair
- 2020-215: Purchase of New Current Model Water Truck Cab and Chassis From Jim’s Pacific Garages
- 2020-216: Contract w/Wave Design Group for Architectural and Engineering Services for the Fairgrounds Building #1 Restroom Replacement Project
- 2020-217: Authorizing Additional Amount Payable to Cortner Architectural Company for Architectural & Engineering Services for the Public Services Building
- 2020-218: Engagement Letter w/PricewaterhouseCooper for Actuarial Services
- 2020-219: Purchase of a 3D Scanner From Faro Technologies to Develop a Peer Reviewed School Safety Plan
- 2020-220: Lease Agreement w/Mail Finance Through NeoPost USA for Postage Meter and Scale
- 2020-221: Award of Purchase of Rifle Equipment to Talos Tactical - \$4,036
- 2020-222: Award of Purchase of Rifle Equipment to Talos Tactical - \$6,344
- 2020-223: Award of Purchase of Two Swat Rifles From Bravo Company USA
- 2020-224: Award of Purchase of Four Rifles From Bravo Company USA
- 2020-225: Line Item Transfer, Fund No. 0109-101, Dept. 000
- 2020-226: Appointment of Mary Mills to the Division of the Southeast Washington Office
- 2020-227: Agreement with TRIDEC for Economic Development Services
- 2020-228: Transfer of Funds – ER&R Fund 0501-101, Dept. 650
- 2020-229: Establishing Risk Manager Salary on the Managers and Administrators Salary Schedule
- 2020-230: Transfer of Funds – Capital Projects Fund 0305-101
- 2020-231: Transfer of Funds – Current Expense Fund 0000-101, Dept. 120
- 2020-232: Changing the Public Works Manager to Director of Operations & Capital Assets
- 2020-233: Updating the Jail Captain Classification Description
- 2020-234: Changing the Jail Commander to Chief of Corrections
- 2020-235: Contract for Special Inspection & Construction Materials Testing with Strata

There being no further business before the Board, the meeting adjourned at approximately 11:10 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	\$10,000	518.301	9169	Road Fund Services	\$10,000
TOTAL			\$10,000	TOTAL			\$10,000

Explanation:

To appropriate funding for Road Dept services provided to the fund.

Prepared by: Date: Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
1/10TH % CRIMINAL JUSTICE FUND NUMBER 0133101, DEPARTMENT
NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.500	9150	Capital Fund Service	\$1,000	523.500	9169	Road Fund Services	\$1,000
TOTAL			\$1,000	TOTAL			\$1,000

Explanation:

To appropriate funding for Road Dept services provided to fund

Prepared by: Date: Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.500	9150	Capital Fund Services	\$3,000	523.500	9169	Road Fund Services	\$3,000
TOTAL			\$3,000	TOTAL			\$3,000

Explanation:

To appropriate funding for Road Dept services provided to facilities

Prepared by:

Date:

Approved ☐

Denied ☐

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Contract <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Subscription Agreement</u>	Pass Resolution <u>X</u>	Public Hearing <u> </u>
<u>w/ Lexipol, LLC</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: <u>L. Small</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: <u>Ryan Lukson</u>	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION/ SUMMARY

Lexipol, LLC is a uniquely qualified company that helps to manage, disseminating and archive policies and training records delivering its services through a web-based development system that will support the Benton County Jail with policies and procedures customized for the State of Washington.

Lexipol provides "master" policies and through their web-based system, Benton County Corrections Department has the ability to go in and customize the language to our needs with the help to review, customize and adopt the policies efficiently and effectively. Each policy created will be reviewed by our legal department to ensure all liability concerns are addressed.

RECOMMENDATION

Pass the attached Resolution and Agreement for Use of Subscription Material with Lexipol, LLC to help assist the jail with updating policies and procedures with the most recent information to reduce risk and help avoid litigation.

FISCAL IMPACT

Initial fee of \$59,256.00 shall be paid out of 1/10% Criminal Justice Fund. Any extended annual subscriptions in the amount of \$18,131 shall be paid from Current Expense, Dept 120.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL FROM LEXIPOL, LLC IN ORDER TO PROVIDE POLICY MANUALS AND DAILY TRAINING BULLETINS FOR THE BENTON COUNTY JAIL.

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

WHEREAS, Lexipol, LLC is a uniquely qualified company that helps to manage, disseminating and archive policies and training records delivering its services through a web-based development system that will support the Benton County Jail with policies and procedures customized for the State of Washington; and

WHEREAS, Lexipol, LLC provided Benton County Corrections Department a proposal for Corrections Policy Manual & Daily Training Bulletins for a rate based on an average of 500 beds for a total annual subscription amount of \$18,131.00; and

WHEREAS, the Implementation Options included Corrections Tier I, Tier II, Tier II, Tier IV, & Tier V Implementations for a rate of \$39,000.00 and Corrections Standard Policy Cross Reference for \$2,125.00 all further outline in Exhibit A attached hereto; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the subscription with Lexipol, LLC to assist the Benton County Corrections Department with Custody Policies and Daily Training Bulletins for an annual amount of \$18,131.00 and all Implementation Options for a one-time total amount of \$41,225.00 and authorizes the Chairman of the Board to sign the Terms and Conditions for Use of Subscription Material attached hereto for a total initial amount of \$59,256.00 to be paid out of 1/10 Criminal Justice Fund; and

BE IT FURTHER RESOLVED, said subscription agreement shall commence April 1, 2020 and expire March 31, 2021. The term will automatically renew for one (1) year periods of time on April 1st of each year unless the County provides written notice of termination to Lexipol by March 1st of each year. Any extended annual subscription amount of \$18,131.00 shall be paid from Current Expense, Dept 120.

Dated this _____ day of _____, 2020

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Benton County Jail
Agency's Address: 7122 W Okanogan Pl Bldg B
Kennewick, Washington 99336

Attention: Mr. Paul Schut

Lexipol's Address: 2801 Network Boulevard, Suite 500
Frisco, Texas 75034

Attention: Rosemarie Curran

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency	Lexipol
Signature: _____	Signature: _____
Print Name: <u>Jim Beaver, Chairman</u>	Print Name: <u>Van Holland</u>
Title: <u>Benton County Commissioner</u>	Title: <u>Chief Financial Officer</u>
Date Signed: _____	Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Subscription

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Corrections Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 21,330.00	15%	USD 3,199.00	USD 18,131.00
	Subscription Line Items Total			USD 3,199.00	USD 18,131.00
				USD 3,199.00	USD 18,131.00
Subscription Discount:					USD 3,199.00
Subscription TOTAL:					USD 18,131.00

Implementation Options

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Corrections Tier I Implementation & Tier II Implementation & Tier III Implementation & Tier IV Implementation & Tier V Implementation	USD 46,000.00	15%	USD 6,900.00	USD 39,100.00
1	Corrections Standard Policy Cross-Reference	USD 2,500.00	15%	USD 375.00	USD 2,125.00
	One-Time Line Items Total			USD 7,275.00	USD 41,225.00
				USD 7,275.00	USD 41,225.00
Implementation Options Discount:					USD 7,275.00
Implementation Options TOTAL:					USD 41,225.00

*Custody pricing is based on 500 Custody Beds. Cross Reference Professional Services pricing is based on 250 pages.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

Client Discount

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability**. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality**. From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous

13.1 **Governing Law**. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings**. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment**. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees**. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

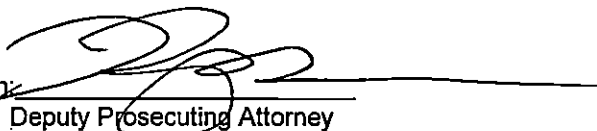
13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

Approved to Form:



Deputy Prosecuting Attorney

EXHIBIT C

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Standard Policy Cross-Reference

Making the transition to Lexipol starts with understanding how your agency's current policy content compares with Lexipol's master policy content. Our Standard Policy Cross-Reference service provides a logical method to distinguishing between the two.

- Analysis of your existing policies and procedures to identify content similar to Lexipol's state specific master content, as well as content unique to your jurisdiction and not covered within the Lexipol manual
- Your existing policies returned with annotations and tips to integrate into the Lexipol master content
- One-on-one review with your agency to discuss the cross-reference report

Implementation Policy Tier I: High-Risk Policies

Benefit from our proven, systematic approach to implementing policies. Tier I represents about 20% of the manual, including foundational policies necessary to provide structure and authority to your policy manual, as well as policies addressing high-risk, low-frequency and high-risk, high-frequency incidents. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier II: High-Liability Policies

Benefit from our proven, systematic approach to implementing policies. Tier II represents about 20% of the manual, including policies that relate to common day-to-day calls for service that have a higher level of potential liability. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier III: Daily Operations Policies

Benefit from our proven, systematic approach to implementing policies. Tier III represents about 20% of the manual, including policies needed for orderly daily operations of your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier IV: Defensibility Policies

Benefit from our proven, systematic approach to implementing policies. Tier IV represents about 20% of the manual, including policies essential to agency and agency member defensibility, including civil liability-related topics. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

Implementation Policy Tier V: Operational Consistency Policies

Benefit from our proven, systematic approach to implementing policies. Tier V represents about 20% of the manual, including policies needed to ensure operational consistency across your organization. You'll receive one-on-one collaborative assistance to help you review, customize and adopt the policies efficiently and effectively.

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

Cindi Kane

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	3109	Jail Clothing	\$900	523.620	3508	Computer Replacement	\$900
TOTAL			\$900	TOTAL			\$900

Explanation:

Line item transfer needed to pay for printers to set up new work areas.

Prepared by:

Date:

Approved



Denied



Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>			
Meeting Date :	March 17, 2020	Execute Contract :	x	Consent Agenda :	x
Subject :	Approve linen and laundry services	Pass Resolution :	x	Public Hearing :	
Prepared by :	KAE	Pass Ordinance :		1st Discussion :	
Reviewed by :		Pass Motion :		2 nd Discussion :	
		Other :		Other :	

BACKGROUND INFORMATION

In 2013 the Commissioners approved the use of the Master Contract Usage Agreement to use the state contracts to acquire goods and services. Multiple Benton County departments use laundry and linen services for uniforms, floor mats, etc., and US Linen is a local company on the state contract.

SUMMARY

Resolution allows Benton County Departments to use US Linen for laundry and linen services.

RECOMMENDATION

Approve the resolution authorizing the use of the Master Contract Usage Agreement for linen and laundry services.

FISCAL IMPACT

36-month contract not to exceed \$35,000.00 plus WSST.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

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

**IN THE MATTER OF THE PURCHASE OF LINEN AND LAUNDRY SERVICES
UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE
SERVICES MASTER CONTRACT USAGE AGREEMENT – CONTRACT NO. 01715
FROM U.S. LINEN, RICHLAND, WASHINGTON**

WHEREAS, per Resolution 2013-431 dated June 11, 2013, The Board of Benton County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered by the Department of Enterprise Services; and

WHEREAS, linen and laundry services are needed by several Benton County departments; and

WHEREAS, linen and laundry services are listed on Contract 01715 and are available from U.S. Linen, Richland, Washington; and

WHEREAS, the Facilities Manager recommends the approval of the purchase of linen and laundry services utilizing the Master Contract Usage Agreement (Contract No. 01715); **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Facilities Manager's recommendation to enter into a contract for Linen and Laundry Services for all Benton County departments from U.S. Linen, Richland, Washington utilizing the Washington State Master Contract Usage Agreement – Contract No. 10715 from January 1, 2020 through December 31, 2023, at the current state contract rates in an amount not to exceed \$35,000.00 plus WSST.

Dated this day of, 2020.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County

Commissioners of Benton County, Washington

Attest:
Clerk of the Board

Orig.: File – Facilities
cc: Auditors, M. McGhan

K. Engle

Contract 01715 – Linen & Laundry Service

Contract and Amendments

Awarded contractor(s)

- Aramark Uniform & Career Apparel, LLC
 - Olympic, Northwest, Southwest, North Central, South Central, & Eastern Regions

Contracts & Amendments



01715 Aramark
Final.pdf



01715 Aramark
Amdts.pdf



01715 amd 7-15.pdf

- U.S. Linen & Uniform
 - Southwest, North Central, South Central, & Eastern Regions



01715 U.S. Linen
Final.pdf

Master Solicitation #01715 & Amendments



01715b.pdf



01715a.pdf

Communications with the Contractor

- Aramark:



Aramark
Communication.pdf



Customer Service
Commitment- Aramark

- U.S. Linen:



U.S. Linen and
Uniform Contact Info



Customer Service
Commitment U.S. Linen

DES Contract Specialist:

Diane White
Contracts, Procurement, & Risk Management
(360) 407-9366

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>03/17/2020</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Approval for not to</u>	Pass Resolution <u>X</u>	Public Hearing _____
<u>exceed purchase amounts</u>	Pass Ordinance _____	1st Discussion _____
<u>for the Facilities Dept.</u>	Pass Motion _____	2nd Discussion _____
Prepared by: <u>slc</u>	Other _____	Other _____
Reviewed by: <u>KE</u>		

BACKGROUND INFORMATION

The Benton County Facilities Department has an on-going need to purchase items for various buiding systems and equipment. The cost of each part is often under \$5,000 and would not require authorization to purchase but the total amount of the purchases for the year with a particular vendor may exceed the \$5,000 threshold allowed by the Benton County Procurement, Leasing and Contracting Policy.

As a good practice, we are requesting the Board authorize a not to exceed amount for each specific vendor (see attached list) for the purchases in 2020.

The Facilities Department shall solicit for three quotes for any purchase over \$500 when purchasing from vendors on this list.

The Facilities Department will continue having the Board authorize purchases, according to the policy, when the items being purchased totals more than \$5,000.00 or the aggregate purchase being made for one totals more than \$5,000.00.

SUMMARY

Benton County Facilities Department needs to purchase parts throughout the year with particular vendors where the total spent with that vendor for the year may total more than \$5,000.00. We are requesting the Board approve a not to exceed amount for each specific vendor for the purchase of parts for 2020.

RECOMMENDATION

Authorize not to exceed limits for parts purchases for specific vendors, according to the attached list.

FISCAL IMPACT

All parts purchases are accounted for in the Facilities 2019-2020 budget.

MOTION

Approve on Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING NOT TO EXCEED AMOUNTS FOR PURCHASES BY THE FACILITIES DEPARTMENT

WHEREAS, the Facilities Department has an on-going need to make purchases for various building systems and equipment; and

WHEREAS, each invoice amount will be under the \$5,000 threshold allowed by the Benton County Procurement, Leasing and Contracting Policy, however the total amount of the purchases for the year with a particular vendor may exceed the \$5,000 limit; and

WHEREAS, the Facilities Department will solicit three quotes to be obtained for any purchase over \$500; and

WHEREAS, these vendors and the not to exceed amounts are listed on the attached document, which is incorporated herein by this reference; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the not to exceed amounts for each specific vendor as listed on the attachment; and

BE IT FURTHER RESOLVED, the not to exceed amounts are valid from January 1, 2020 through December 31, 2020; and

BE IT FURTHER RESOLVED, that the Facilities Department shall solicit for three quotes for any purchase over \$500 in when purchasing from vendors on this list; and

BE IT FURTHER RESOLVED, each invoice amount that is over the \$5,000 threshold allowed by the Benton County Procurement, Leasing and Contracting Policy will obtain separate authorization by the Board of County Commissioners.

Dated this 17th day of March 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

PARTS AND SUPPLIES PURCHASES – 2020

VENDOR NAME	NOT TO EXCEED AMOUNT
ACCESS UNLIMITED	\$15,000.00
AIRTEQ	\$10,000.00
AMAZON	\$10,000.00
BUILDERS HARDWARE	\$10,000.00
CDW	\$10,000.00
CED	\$10,000.00
CONSOLIDATED SUPPLY	\$10,000.00
CROWN PAPER	\$15,000.00
E-CONOLIGHT	\$10,000.00
GRAINGER	\$10,000.00
IDEAL MANUFACTURING	\$10,000.00
JMAC	\$15,000.00
KELLER SUPPLY	\$15,000.00
KIE	\$10,000.00
LOWES	\$10,000.00
MID COLUMBIA DOORS	\$10,000.00
PLATT ELECTRIC	\$10,000.00
PLUMBZILLA (ATLANTIC COASTAL SUPPLY)	\$15,000.00
TRI-CITY BATTERY	\$10,000.00
WESTERN DETENTION	\$10,000.00

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	March 17, 2020	Execute Contract :	x
Subject :	1 st Amendment to contract with Waxie Sanitary Supply		
Prepared by :	KAE	Pass Resolution :	x
Reviewed by :		Pass Ordinance :	
		Pass Motion :	
		Other :	
		Consent Agenda :	x
		Public Hearing :	
		1st Discussion :	
		2 nd Discussion :	
		Other :	

BACKGROUND INFORMATION

Benton County agreed to a contract with Waxie Sanitary Supply for kitchen and restroom products. That contract separated the supplies from the janitorial contract and gave Benton County more control over product, pricing, and stocking.

SUMMARY

This first amendment to the contract replaces the agreed upon under counter soap dispenser and soap to a new type and style. The new soap costs less per ml. and is in a larger container which reduces labor to refill.

RECOMMENDATION

Approve the resolution authorizing the First Amendment with Waxie Sanitary Supply for under counter soap and dispenser.

FISCAL IMPACT

\$250.00 per year savings based off estimated use.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO THE FIRST AMENDMENT TO THE VENDOR PURCHASING AGREEMENT (RESOLUTION 2019-915) BETWEEN BENTON COUNTY AND WAXIE SANITARY SUPPLY

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

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached First Amendment to the Vendor Purchasing Agreement between Benton County and Waxie Sanitary Supply as being in the best interest of Benton County; and

WHEREAS, the proposed First Amendment to the Vendor Purchasing Agreement for the purchase and delivery of Restroom and Kitchen paper Products for all Benton County locations would change the brand and pricing of the under-counter foam hand soap; **NOW, THEREFORE**,

BE IT RESOLVED that the attached First Amendment to the Vendor Purchasing Agreement between Benton County and Waxie Sanitary Supply is hereby approved and the Chairman of the Board of Benton County Commissioners is authorized to sign said Amendment; and

BE IT FURTHER RESOLVED the brand and pricing of the under-counter foam hand soap shall change; and

BE IT FURTHER RESOLVED all other terms and conditions of said Vendor Purchasing Agreement will remain the same.

Dated this _____ day of _____ 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**FIRST CONTRACT AMENDMENT
VENDOR PURCHASING AGREEMENT**

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **WAXIE SANITARY SUPPLY**, a corporation organized under the laws of the State of Washington, with its principal offices at 3808 N. Sullivan Rd. Building #25 Suite C, Spokane Valley, WA 99216 (hereinafter "VENDOR").

WHEREAS, per Benton County Resolution No. 2019-915, the parties entered into a Vendor Purchasing Agreement, beginning January 14, 2020 and ending February 2, 2023 (hereinafter the "AGREEMENT"), whereby VENDOR agreed to provide and deliver Restroom and Kitchen Paper Products for all Benton County locations; and

WHEREAS, an alternate under counter foam hand soap was identified which shall lower cost, reduce waste, and increase time of usage, and accordingly, the COUNTY wishes to amend the contract to reflect said change; and

WHEREAS, this First Amendment is necessary to change the product, and the Parties have mutually agreed to this change; and

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

1. **AGREEMENT DOCUMENTS** Exhibit A of the AGREEMENT, "BID FORM", under the heading of **FOAM SOAP – UNDER SINK MOUNT** is amended by replacing this section with the following:

Foam Soap – under sink mount: Waxie – Green Certified Counter Mount Foam Hand Wash #386420 2.3Lx4 box			
Year 1	1@ \$98.89	x5 = \$494.45	x12 = \$5933.40
Year 2	1@ \$101.94	x5 = \$509.70	x12 = \$6116.40
Year 3	1@ \$105.09	x5 = \$525.45	x12 = \$6305.40

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 WAXIE SANITARY SUPPLY

Alex Sari

March 6 2020

Signature

Date

Alex Sari

Name

Sales Consultant

Title

APPROVED AS TO FORM:

[Signature]

Eric Andrews, Benton County Deputy Prosecuting
Attorney, Civil

4 MARCH 2020

Date

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>	
Meeting Date :	March 17, 2020	Execute Contract :	x
Subject :	Fencing repair contract for Fairgrounds	Pass Resolution :	
Prepared by :	KAE	Pass Ordinance :	
Reviewed by :		Pass Motion :	
		Other :	
		Consent Agenda :	x
		Public Hearing :	
		1st Discussion :	
		2 nd Discussion :	
		Other :	

BACKGROUND INFORMATION

A vehicle was going too fast on the curve of the road and took out part of the exterior fence of the fairgrounds. Paul Schut is also involved regarding the vehicle owner and compensation for work.

SUMMARY

This is to repair the damaged fence at the fairgrounds.

RECOMMENDATION

Approve the resolution authorizing the award and execution of the contract to repair the fence.

FISCAL IMPACT

\$2,575 initially which is to be recouped from either insurance or vehicle owner.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING FENCING REPAIR CONTRACT FOR BENTON COUNTY FAIRGROUNDS TO FRONTIER FENCE INC.

WHEREAS, per Resolution 2012-677, The Board of Benton County Commissioners approved a County-Wide Procurement, Leasing, and Contracting Policy and per section 3.4.1 (Public Works Contracts less than \$40,000), county departments shall solicit at least 3 contractors from the appropriate small public works roster; and

WHEREAS, the Facilities Manager solicited the following contractors to repair the damaged fence at the Benton County Fairgrounds:

- | | |
|--|-------------|
| 1. Frontier Fence Inc. (FRONTF*258BH) - | \$2,575.00 |
| 2. Rick's Custom Fencing and Decking (RICKSCF99KB) - | NO RESPONSE |
| 3. Tri-City Fence Works (TRICICF825KA) - | NO RESPONSE |

WHEREAS, Frontier Fence Inc. of Pasco, WA was determined to be the lowest responsible bidder and it is recommended that Benton County award and enter into a contract for Fencing Repair at the Benton County Fairgrounds with Frontier Fence Inc. in the amount not to exceed of \$2,575.00 plus Washington State Sales Tax (WSST); **NOW, THEREFORE**,

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Facilities Manager's recommendation to award and enter into a contract for Fencing Repair at the Benton County Fairgrounds with Frontier Fence Inc. in the amount not to exceed of \$2,575.00 plus Washington State Sales Tax (WSST); and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby authorizes the Chairman of the Board to sign the attached contract for Fencing Repair at the Benton County Fairgrounds with Frontier Fence Inc. in the amount not to exceed \$2,575.00 plus WSST,

BE IT FURTHER RESOLVED the term of the attached contract commences upon the execution by the County Commissioners and shall expire on July 17, 2020.

Dated this day of, 2020.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County

Commissioners of Benton County, Washington

Attest:
Clerk of the Board

**BENTON COUNTY
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **FRONTIER FENCE INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 2516 N. Commercial, Pasco Washington 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A – Installation Map
Exhibit B – Frontier Fence Bid
Exhibit C – Washington State Prevailing Wage Information

2. DURATION OF CONTRACT

The term of this Contract shall begin upon Benton County Board approval and shall expire on July 17, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall replace damaged area of fencing along Fairview Street next to the Benton County Fairgrounds. Replacement fencing and posts shall match the existing fencing in style and color. Fencing length is approx. 50 feet and CONTRACTOR shall verify all final measurements. CONTRACTOR shall be responsible to provide all the tools, equipment, and labor to install said fencing at the location provided in Exhibit A.
- b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

- c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- g. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Brad Snuggs
 Address: 2516 N. Commercial
 Pasco, WA 99301
 Phone: 509-545-3187
 Email: bsnuggs@frontierfenceinc.com

b. For COUNTY:

Name: Kirk Engle
 Address: 7122 W. Okanogan Pl
 Kennewick, WA 99336
 Phone: 509-222-2309
 Email: kirk.enge@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of Two Thousand Five Hundred Seventy-Five and Zero Cents (\$2,575.00), excluding W.S.S.T., in accordance with Exhibit B, Frontier Fence Bid, which is attached hereto and incorporated herein by reference.

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Two Thousand Five Hundred Seventy-Five and Zero Cents (\$2,575.00), excluding W.S.S.T.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.
- d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

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

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. **INSURANCE**

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first

named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies

specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required for the performance of work under this Contract by federal, state, or local law that is now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative or designee.

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing

wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

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

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

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

27. CONFIDENTIALITY

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective upon County Board approval.

Date: _____

BENTON COUNTY

Chairman
Benton County Board of County Commissioners

Approved as to Form:



Eric Andrews, Civil Deputy Prosecuting Attorney

Date: 3-6-20

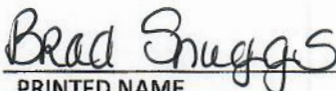
FRONTIER FENCE INC.



Signature



Title:



PRINTED NAME

EXHIBIT A

FENCING LOCATION FOR FAIRGROUNDS FENCING REPAIR CB20-08



EXHIBIT C

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

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

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

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

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

The publication date to use is December 23, 2019.

The public works project is located in Benton County.

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

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
Subject: Agreement #2020-DDA-WISE-00 with WISE	Pass Resolution <u> X </u>	Public Hearing <u> </u>
Prepared by: Mari Clark, Contract Mgr-DHS	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: Kyle Sullivan, Administrator-DHS	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Benton County Department of Human Services would like to re-contract with WISE to provide developmental disabilities services for clients and provide training as needed to contracted providers.

Previously this fiscal year, there wasn't a need for services from WISE. There has been a recent request for specific services WISE can provide for individuals in the community and upcoming trainings for providers. WISE is approved by Development Disabilities Administration to provide these services. This is why the start date is March 1, 2020.

COORDINATION

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

SUMMARY

Award: Consideration shall be Fee-For-Service

Period: March 1, 2020 through June 30, 2020

Funding Source: Developmental Disabilities Administration

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #2020-DDA-WISE-00 with WISE and to authorize the Chair to sign on behalf of the Board.


Signature

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF EXECUTING AGREEMENT #2020-DDA-WISE-00 TO
PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON
COUNTY DEPARTMENT OF HUMAN SERVICES AND WISE.**

WHEREAS, the Benton County Department of Human Services has contracted with WISE to provide developmental disabilities services for clients and training as needed to contractors; and

WHEREAS, Benton County Department of Human Services would like to re-contract with WISE for a term commencing on March 1, 2020 and expiring on June 30, 2020; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, hereby is, authorized to sign, on behalf of Benton County, Agreement #2020-DDA-WISE-00 between Benton County Department of Human Services and WISE, to provide developmental disabilities services for clients and training for contractors for a consideration amount of Fee-For-Service up to \$50,000.00; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on March 1, 2020 and shall expire on June 30, 2020.

Dated this day of 2020.

Dated this day of 2020.

Chair, Benton County Commissioners

Member

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

Attest: _____
Clerk of the Board

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
#2020-DDA-WISE-00**

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 WISE, a not-for-profit entity, under the laws of the State of Washington with its principal offices at 16040 Christensen Rd., Ste. 212, Tukwila, WA 98188 (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 - County TA Plan;
- b. Exhibit B - WISE Fee Schedule;
- c. Exhibit C - Budget

2. DURATION OF CONTRACT

The term of this Contract shall begin on March 1, 2020 and shall expire on June 30, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall provide innovative training and technical assistance to providers and individuals to ensure that people with intellectual and developmental disabilities are a vital part of the workforce. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "County TA Plan", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Cesilee Coulson
Address: 16040 Christensen Rd., Ste.212
Tukwila, WA 98188
Phone: 206.786.0239
Email: cesilee@gowise.org

b. For COUNTY:

Name: Kyle Sullivan
Address: 7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.737.3909
Email: kyle.sullivan@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid according to Exhibit B "WISE Fee Schedule", and Exhibit c, "Budget" 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 Fifty thousand dollars (\$50,000.00) from the Developmental

Disabilities Administration grant.

- 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 B, submit invoices to the COUNTY by the 20th of the month following service delivery. 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. Any supplemental invoices shall be submitted within sixty (60) days following the end of the month during which the unbilled services were provided.
- f. 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.
- g. 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.
- h. 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. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of

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

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

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

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

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

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

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

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan

Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving 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. 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.

- 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: _____

Dated: _____

FOR: BENTON COUNTY

FOR: << CONTRACTOR >>

Chairman



Signature

Member

Director of Training and TA

Title:

Member

Brandi Monts

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form:

Approved as to Content:



Civil Deputy Prosecuting Attorney



Dept of Human Services Manager



Wise

Benton-Franklin County TA Plan—2019-2020

Date of Delivery	Coordinating Agency	TA or Training Activity	Audience/ Customer	Trainer(s)	Contact	Funding Source	Fees/Expenses/ Hours	Notes
On-Going	WISE	ACRE-certified WISE Online Academy	Employment Vendors and Other Community Stakeholders	WISE	Jim Corey jim@gowise.org	Fee for service	\$250/individual or first course, \$600 for whole ACRE-Series. More than one person can share a paid seat but only 1 certificate is issued per paid seat.	Series Description The four courses comprising the Academy include: 1. Intro to Supported Employment, Discovery, and Person-Centered Planning 2. Job Development and Marketing 3. Systematic Instruction: Teaching, Learning, and Retaining Abilities, and 4. SSA Work Incentives/Benefits (On-Demand)
On Going	WISE	On Demand Training	Employment Vendors and Other Community Stakeholders	WISE	Jim Corey jim@gowise.org	WA State DDA	Free to WA residents	Washingtonians have access to on-demand training for DDA requirements and other available topics. https://www.gowise.org/training/wa-state-dda-online-courses/
On Going	WISE	Webinar	Employment Vendors and Other Community Stakeholders	WISE	Charly Walters charly@gowise.org	DDA	\$45/registrant	Washingtonians have access to events that cover a wide range of topics related to supported employment. https://www.gowise.org/training/webinars/
On Going	WISE	WISE TA and Training for Stakeholders	Employment Vendors, Schools, Parent Advocates, Self-advocacy groups	WISE	Susan Harrell susan@gowise.org and Brandi Monts brandi@gowise.org	DDA	Paid Through WA State DDA TA and Training Contract	Stakeholders have access to information and referral services, technical assistance and training on topics related to employment and community access for individuals with developmental disabilities.
September 24 – 26, 2019 Bremerton, WA	WA and OR APSE Chapters	PNWEF APSE Conference https://pnwef.org/	Employment Stakeholders	Various	Jaimie Laitinen jaimie@gowise.org	NA	Registration Fees	Supported employment conference focused on direct service tools, skills and best practices.



Wise

Benton-Franklin County TA Plan—2019-2020

Date of Delivery	Coordinating Agency	TA or Training Activity	Audience/ Customer	Trainer(s)	Contact	Funding Source	Fees/Expenses/ Hours	Notes
April 1-3, 2020 Alderbrook, WA	WISE	Recruit, Train, Retain	Middle and Upper Management from the Vendor Community	WISE	Jaimie Laitinen jaimie@gowise.org	Counties and DDA	TBD	Seminar aimed at building and sustaining quality employment services for individuals with intellectual and developmental disabilities.
Spring 2021	Wise	Highline Employment Program						Potentially starting in Spring of 2021 and going through fall of 2021 to avoid weather problems.
Winter/ Spring 2020	WISE	WISE Employment Learning Network (WELN)	Employment Vendors and Other Community Stakeholders	WISE	Jenny Crook jenny@gowise.org	DDA and Counties	Cost is \$25-\$50/registrant	One 2 day session covers Community Inclusion services in WA. Additional three 2-day sessions and an online course cover the core employment services areas. When the four employment sessions are completed, participant receives ACRE certificate. Whole series prepares participant to sit for APSE National CESP exam.
As requested	WISE	Individualize Technical Assistance (ITA)	Individual Employment clients	Based on need and availability	Brandi Monts	County	County	Costs to include hourly rate of \$125 plus travel expenses
Late March or early April	WISE	Community Inclusion Goals and Assistive Tech	Community Inclusion vendors	Josie Sparks and Dan Rutten	Brandi Monts	Counties	Training Time: \$3000 (2 staff @ \$125/hr for 24 hrs) Prep Time: \$1,875 (\$125 for 15 hours) Travel Time: \$1250 (2 staff @ 125/hr for 5 hrs) Mileage: \$348 (150 each way)	This is currently set as a two day training with plans for ¾ of first day to be overview and goal setting, then rest of training to be focused on specific clients, goals and tech accommodations. Extensive preparation would include identifying and setting up client supports.



wise

Benton-Franklin County TA Plan—2019-2020

Date of Delivery	Coordinating Agency	TA or Training Activity	Audience/ Customer	Trainer(s)	Contact	Funding Source	Fees/Expenses/ Hours	Notes
							x's 2 @ .58/mile) Hotel: \$420 (2 two-night stays) Meals: \$266 (3 Dinners x 2 \$128, 3 Breakfast x 2 \$66, 2 Lunch PD x 2 \$72)= TOTAL: \$7,159	
June 9 – 11, 2020	WISE	Community Summit	All	NA	Monica Zumach monica@gowise.org	County	TBD	Stipends for community members and conference general support



Technical Assistance and Training Fee Schedule: 2019 – 2020

Hourly Consulting Rates for training and technical assistance services are as follows:

- Program Manager - \$110 per hour, plus travel expenses
- Senior Program Manager and Directors - \$125 per hour, plus travel expenses
- Executive Director and Assistant Executive Director - \$135 per hour, plus travel expenses
- Individual Technical Assistance (ITA) services in WA State - \$125 per hour, plus expenses
 - Includes Behavior Analysis services and Wise Associates in WA State
- International projects - \$175 per hour, plus travel expenses

Additional Consulting Rates for training and technical assistance services are as follows:

- A daily rate of \$1500 per staff member may be used in lieu of hourly rates, plus travel expenses
- Hourly **rates including travel expenses** on a case by case basis (requires approval by Ex. Director)
 - Program Manager - \$130 per hour
 - Senior Program Manager and Directors - \$150 per hour
 - Executive Director and Assistant Executive Director - \$175 per hour

Webinar Fees:

1. Webinar presentations of up to 2 hours: \$1,000 per presenting staff member (includes prep time) and hourly rates for follow up
2. Webinar support: \$500 for webinar platform use, help desk and facilitator
3. Marketing, registration and certificates: \$250

**User registration fees to cover some or all of these costs may be negotiated on a case by case basis.*

Expenses: Per State or Federal Travel regulations

On a reimbursable basis and mileage billed at the then current IRS rates.

Special considerations:

- The above rates do not include cost of venues, interpreters, alternative formats for documents or other accommodation costs, the cost of supplying food, refreshments or supplies to participants in a training or technical assistance. These expenses will be negotiated and proposed in addition to training and technical assistance hourly or daily rates.
- An all-inclusive rate per day of training up to 50 people may be negotiated on a case by case basis.

Third Party Brokering Services:

A 15% Brokering Fee will be charged on any third-party invoice brokered through Wise. For any contracts brokered that exceed \$35,000 in a fiscal year the Brokering Fee will **then** be reduced to 10%.

The Brokering Fee includes the development of the subcontract, contract compliance monitoring, insurance, fiscal oversight, auditing services, fiscal reporting to the contractor and IRS.

Third party consultants may be brokered within the Wise rate range per hour unless otherwise approved by the Executive Director, and/or the funder.

Revised 6/24/19

WISE

2020-DDA-WISE-00

Benton County

March 1, 2020 to June 30, 2020

Exhibit C

Rental Assistance	Cost
Training and Education Services (listed in exhibit A)	\$50,000.00
Total	\$50,000.00
Total Contract Amount:	
\$50,000.00	

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>XX</u>
MEETING DATE: FC 03/03/2020 BC 03/17/2020	Executive Contract	PUBLIC HEARING
SUBJECT: Termination of Personal Services Contract with Redwood Toxicology, Inc.	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Rosa Garcia	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

Attached for board review and approval is the Notice of Termination of Personal Services Contract with Redwood Toxicology, Inc., Benton-Franklin Counties Superior Court and Benton-Franklin Counties Juvenile Justice Center.

SUMMARY

We have recently completed an analysis of several companies and Regional Toxicology Services, LLC d/b/a Cordant Health Solutions can deliver the best pricing and services. On January 7, 2020 Commissioners approved contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions to provide urinalysis supplies and testing for the Benton-Franklin Counties Juvenile Justice Center for juveniles under the jurisdiction of the Court.

In accordance with Section 9(a) of the Contract the Benton-Franklin Counties Superior Court and Benton-Franklin Counties Juvenile Justice Center have elected to terminate Contract with Redwood Toxicology on March 3, 2020 due to no longer needing services from Redwood Toxicology, Inc.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Personal Services Contract with Redwood Toxicology, Inc., Benton-Franklin Counties Superior Court and Benton-Franklin Counties Juvenile Justice Center as written.

FISCAL IMPACT

The Contract is being terminated in which no fiscal impact is present.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Notice of Termination of Personal Services Contract with Redwood Toxicology, Inc.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Rosa Garcia to disperse.

I certify the above information is accurate and complete.

Rosa Garcia

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON;**

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON AND FRANKLIN
COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER TO TERMINATE THE
PERSONAL SERVICE CONTRACT WITH REDWOOD TOXICOLOGY, INC.**

WHEREAS, Benton-Franklin Counties Superior Court and Benton Franklin Counties Juvenile Justice Center by Benton County Resolution 2019 168 and Franklin County Resolution 2019 059, entered into a Personal Service Contract with Redwood Toxicology Inc. to provide urinalysis testing to juvenile and adults required to provide urinalysis; and

WHEREAS, after a completed cost analysis of several companies Benton Franklin Counties Juvenile Justice Center entered into a contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; and

WHEREAS, per Section 9(a) of the contract, Benton-Franklin Counties Superior Court and Benton Franklin Counties Juvenile Justice Center may terminate the contract at any time when it is in the best interest of Benton-Franklin Counties Superior Court and Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, Superior Court Administrator and Juvenile Court Administrator request the Chairman of the Board of Benton County and Franklin County Commissioners sign the attached letter to terminate contract with Redwood Toxicology, Inc. signed on February 26, 2019 and February 12, 2019 respectively; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners are hereby authorized to sign the attached letter to Redwood Toxicology, Inc. to terminate the contract; and

BE IT FURTHER RESOLVED, said contract termination will be effective on March 3, 2020.

DATED this _____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

Benton County Commissioners

BENTON AND FRANKLIN COUNTIES

Franklin County Commissioners

James Beaver, Chairman
Jerome Delvin, Chair Pro Tem
Shon Small, Member
(509) 786-5600
(509) 736-3080 (toll free from Tri-Cities)

Robert E. Kock, Chairman
Brad Peck, Chair Pro Tem
Clint Didier, Member
(509) 545-3535

February 5, 2020

Redwood Toxicology, Inc.
Attn: Cindy Horton
3650 Westwind Blvd., POB 5680
Santa Rosa, CA 95402-5680

Re: Notice of termination of Personal Services Contract with Redwood Toxicology, Inc. , Benton-Franklin Counties Superior Court and Benton Franklin Counties Juvenile Justice Center

Dear Cindy Horton:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Personal Services Contract. This is notice by Benton County and Franklin County of the termination of the Personal Services Contract signed by you on January 28, 2019 and by the Board of Benton County Commissioners, Resolution No. 2019-168, and the Board of Franklin County Commissioners, Resolution No. 2019-059, on February 26, 2019 and February 12, 2019 respectively. The above referenced Personal Services Contract is hereby terminated effective on **March 3, 2020**, pursuant to Section 9.a of the Personal Services Contract.

Dated this ____ day of _____, 2020

Dated this ____ day of _____, 2020

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chairman of the Board

Chairman of the Board

Attest:

Attest:

Clerk of the Board

Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	Consent Agenda X
MTG. DATE: March 17, 2020	<u>NEEDED</u>	Open Record
SUBJECT: Fee schedule revisions for the Planning Department	Execute Contract	Hearing
MEMO DATE: February 27, 2020	Pass Resolution X	1st Discussion
Prepared By: Greg Wendt	Pass Ordinance	2nd Discussion
	Pass Motion X	Public Meeting

BACKGROUND INFORMATION

The Board of County Commissioners on January 28, 2020 approved the new fees for the creation of the Rural Water Supply Program (RWSP). The adopted fees included:

Rural Water Supply Program Fees

- | | | |
|-----------|-----------------------------------|--------------|
| 1. | Mitigation Certificate Package A: | \$663 |
| 2. | Mitigation Certificate Package B: | \$1,410 |
| 3. | Mitigation Certificate Package C: | \$2,157 |
| 4. | Water Meter: | ACTUAL COST |
| 5. | Annual Fee: | \$180 |

As the RWSP begins and we start issuing mitigation certificates, the Planning Department is proposing a change to the Annual Program Fee. The proposal is to create a more equitable fee charge for 1st year applicants based upon the time of year they begin the Program.

As proposed, the Annual Program Fee will continue to be \$180.00, but how much a first (1st) year applicant pays will depend on the time of year they begin the program. For 1st year applicants, if they begin the program during the months of January 1-June 30, the full year fee (\$180.00) is due. If they begin the program during the months of July 1-December 31, they will pay half of the annual fee (\$90.00).

Proposed Annual Program Fee:

\$180 annually except 1st year fee is to be paid in full \$180 (if they begin the program between January 1 -June 30) or half \$90 (if they begin the program between July 1-December 31). Attached is a copy of the proposed fee schedule for the Planning Department with the application fee changes or additions in red type.

SUMMARY

The Planning Department is proposing an update to the Department's Fee Schedule for the Rural Water Supply Program. The proposal is to create a more equitable fee charge for 1st year applicants based upon the time of year they begin the Program.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Board of County Commissioners approve the attached resolution authorizing the changes in the fee schedule for the Planning Department.

FISCAL IMPACT

Revenue from the Program assists with covering Planning Department staff time needed to implement and monitor the Rural Water Supply Program.

MOTION

The Board adopts the attached resolution and approves the changes to the Benton County Planning Department Fee Schedule effective April 1, 2020.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF ADOPTING THE FEE SCHEDULE FOR THE BENTON COUNTY
PLANNING DEPARTMENT.

WHEREAS, the Planning Department is proposing an update to the Department's Fee Schedule with a more equitable fee charge for first (1st) year applicants based upon the time of year they enter the Rural Water Supply Program; and

WHEREAS, the Annual Program Fee will continue to be \$180.00; and

WHEREAS, the Program Fee amount a first (1st) year applicant is required to pay will vary depending on the time of year they begin the program; and,

WHEREAS, a 1st year applicant is required to pay a \$180.00 Program Fee if the fee is required to be paid during the months of January 1-June 30; and

WHEREAS, a 1st year applicant is required to pay a \$90.00 Program Fee if the fee is required to be paid during the months of July 1-December 31; and,

WHEREAS, the proposed fee schedule was considered by the Board of County Commissioners at a public meeting on March 17, 2020 at 9:00 a.m. in the Commissioners' Meeting Room, Third Floor, Courthouse, Prosser WA.; and,

WHEREAS, the Board of County Commissioners found that there was a need to establish a Program Fee option for 1st year applicants in order to equitably implement the Rural Water Supply Program, and that it would be in the public's interest to adopt the fee schedule for the Planning Department; NOW THEREFORE,

BE IT RESOLVED that the fee schedule for the Planning Department attached hereto as Exhibit A be adopted as the fee schedule for the Benton County Planning Department and shall become effective at 12:01 a.m. on April 1, 2020.

Dated this 17th day of March 2020.

Chairman of the Board

Member

Attest _____
Clerk of the Board

Member
Constituting the Board of County
Commissioners of Benton County
Washington.
GW/djh

Exhibit A

BENTON COUNTY PLANNING DEPARTMENT FEE SCHEDULE

ACTION/DOCUMENT	FEE
ADULT USE (ENTERTAINMENT) BUSINESS Establishment Annual License Fee Manager/Entertainer Annual License Fee Required for each individual	Full Year Fees Half Year Fee \$ 1500 July –Dec 31 \$ 750 \$ 150 July –Dec 31 \$ 75
ACCESSORY DWELLING UNIT (ATTACHED)	\$ 50
APPEAL OF AN ADMINISTRATIVE DECISION	\$ 700
APPEAL OF PLANNING COMMISSION RECOMMENDATION	\$ 700
BOUNDARY REVIEW BOARD	\$ 50
BOUNDARY REVIEW BOARD REQUEST FOR REVIEW	\$ 200
CHILD CARE FACILITY TYPE A	\$ 120
CHILD CARE FACILITY TYPE B	\$ 700
COMMUNICATION FACILITY	\$ 500
COMPREHENSIVE PLAN AMENDMENT	\$ 1000
COMPREHENSIVE PLAN AMENDMENT UGA	\$ 2000
COMPREHENSIVE PLAN- COPY DOCUMENT & MAPS APPENDIX A COPY DOCUMENT/MAPS/ APPENDIX A-M	\$ 25 \$ 150
CONDITIONAL USE PERMIT	\$ 700
CRITICAL AREAS/SITE PLAN REVIEW	\$ 5% of the cost of the Building Permit
HOME OCCUPATION	\$ 100
NON-COMMERCIAL MINERAL EXTRACTION PERMIT	\$ 300
MINERAL RESOURCE PERMIT	\$ 300
MOBILE HOME PARK PERMIT	\$ 1000
MULTIPLE DETACHED DWELLING PERMIT	\$ 200
PLANNED DEVELOPMENT	\$ 1000
PRIVATE ROAD NAMING	\$ 150
RECONSIDERATION OF HEARING EXAMINER DECISION	\$ 700
RURAL WATER SUPPLY - Water Mitigation Certification A	\$ 663
RURAL WATER SUPPLY - Water Mitigation Certification B	\$ 1,410
RURAL WATER SUPPLY - Water Mitigation Certification C	\$ 2,157
RURAL WATER SUPPLY PROGRAM - Water Meter Purchase	ACTUAL COST
RURAL WATER SUPPLY PROGRAM – Annual Program Fee	\$180 annually except 1st year fee is to be paid in full (\$180) if beginning the program between January 1 -

Exhibit A

	June 30 or half (\$90) if beginning the program between July 1- December 31.
SEPA - APPEAL OF EIS ADEQUACY	\$700
SEPA - ENVIRONMENTAL CHECKLIST REVIEW	\$300
SEPA - ENVIRONMENTAL DETERMINATION APPEAL	\$800
SEPA - ENVIRONMENTAL IMPACT STATEMENT REVIEW	\$1500
SHORELINE CONDITIONAL USE PERMIT	\$800
SHORELINE EXEMPTION	\$100
SHORELINE MASTER PLAN CHANGE	\$1000
SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT	\$300
SHORELINE VARIANCE PERMIT	\$800
SHORT PLAT	\$350 + \$50 per lot
SHORT PLAT APPEAL	\$700
SHORT PLAT EXEMPTION/BOUNDARY LINE ADJUSTMENT/LOT CONSOLIDATION	\$100
SHORT PLAT VACATION	\$300
SITE PLAN REVIEW FEE	\$85
SUBDIVISION - ALTERATION	\$500
SUBDIVISION - FINAL PLAT APPROVAL	\$250
SUBDIVISION - MAJOR AMENDMENT TO AN APPROVED PRELIMINARY PLAT	\$350
SUBDIVISION - MINOR AMENDMENT TO AN APPROVED PRELIMINARY PLAT	\$150
SUBDIVISION - PRELIMINARY PLAT	\$1000 +\$50 per lot
SUBDIVISION - VACATION	\$500
TEXT AMENDMENT	\$700
TEMPORARY DWELLING	\$100
TEMPORARY DWELLING RENEWAL	\$50
VARIANCE	\$700
VARIANCE TO THE FLOOD DAMAGE PREVENTION ORDINANCE	\$700
VARIATION	\$150
ZONE CHANGE	\$900

ALL APPLICATIONS FEES ARE NON-REFUNDABLE and will not be refunded if the application is denied or withdrawn after the file(s) have been determined to be complete.

RECORDING FEES- Some planning applications may also require recording fees. See the County Auditor for current recording fee schedule.

Approved by Resolution No. _____ effective **April 1, 2020.**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Execution of contract with</u>	Pass Resolution <u>X</u>	Public Hearing <u> </u>
<u>Columbia Pumping & Construction</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: <u>slc</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: <u>D. D'Hondt</u>	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

During the yearly bridge inspections being performed by Public Works staff it was found the northern foundation of the bridge at the end of Erickson Road has eroded and needs to be repaired before March 23 when the canal will be filled with water.

Pursuant to the Benton County Purchasing Policy, in the letting of any contract for public works involving less than forty thousand dollars the advertisement and competitive bidding may be dispensed with. Such award is to be approved by the Board of Benton County Commissioners by Resolution. The Road Department solicited for services to repair the eroded foundation and received the following responses:

Columbia Pumping and Construction, Inc.	COLUMPC162K1	\$2,700.00
Padilla Masonry, Inc.	PADILMI980OL	Declined to Bid
Total Concrete Services	TOTALCS913P1	No Response

Padilla Masonry, Inc. could not perform the work in the scheduled time. Columbia Pumping and Construction, Inc. can provide the service as needed at a fair price.

SUMMARY

The bridge that crosses the canal on Erickson Road needs to be repaired before the canal is filled with water. Repair services were solicited and Columbia Pumping & Construction, Inc. can do the repair in the allotted timeframe. A contract has been prepared and needs to be approved by the Board and signed by the Chairman.

RECOMMENDATION

The County Engineer recommends the award of the contract to Columbia Pumping & Construction, Inc. in the amount of \$2,700.00 and recommends the Board authorize the Chairman to sign said contract.

FISCAL IMPACT

\$2,700.00 expended from the Road Fund.

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: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH COLUMBIA PUMPING & CONSTRUCTION, INC. FOR THE ERICKSON ROAD BRIDGE REPAIR PROJECT – C.E. 2105 SMP

WHEREAS, pursuant to the Benton County Purchasing Policy, in the letting of any contract for public works involving less than forty thousand dollars the advertisement and competitive bidding may be dispensed with. Such award is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the northern foundation of the bridge at the end of Erickson Road has eroded and needs to be repaired before the canal is filled with water; and

WHEREAS, the Road Department solicited for services to repair the eroded foundation and received the following responses; and

Columbia Pumping and Construction, Inc.	COLUMPC162K1	\$2,700.00
Padilla Masonry, Inc.	PADILMI980OL	Declined to Bid
Total Concrete Services	TOTALCS913P1	No Response

WHEREAS, the repair work needs to be completed in a timely manner and Columbia Pumping and Construction, Inc. is able to provide the service as needed; and

WHEREAS, the contract in the amount of \$2,700.00 has been prepared, reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney, and has been executed by Columbia Pumping & Construction, Inc.; and

WHEREAS, the County Engineer recommends the Chairman sign said contract; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and awards the contract for the Erickson Road Bridge Repair project to Columbia Pumping & Construction, Inc., Pasco, Washington in the amount of \$2,700.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Columbia Pumping & Construction, Inc. which shall expire on April 30, 2020.

Dated this 17th day of March, 2020.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

S. Christen

**BENTON COUNTY
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **COLUMBIA PUMPING & CONSTRUCTION, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 1005 S. Maitland Ave., Pasco, WA 99301(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 – Columbia Pumping & Construction, Inc. Quote dated March 3, 2020
- b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.
- c. Exhibit C – Certifications

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the execution by the County and shall expire on April 30, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform services for shoring the eroded northern foundation of the bridge at the end of Erickson Road. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, Columbia Pumping & Construction, Inc. Quote dated March 3, 2020, which is attached hereto and incorporated herein by reference.

- a. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.
- b. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.
- c. 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.

- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- f. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Randy Vojta
Address: 1005 S. Maitland Ave.
Pasco, WA 99301
Phone: 509-547-4841
Email: randycpc3@yahoo.com

b. For COUNTY:

Name: Douglas D'Hondt, P.E., County Engineer
Address: 620 Market Street
Prosser, WA 99350
Phone: 509-786-5611
Email: douglas.dhondt@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance with the price rates provided in Exhibit A attached hereto and incorporated herein. No Payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this agreement.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two thousand seven hundred dollars and no cents (\$2,700.00) excluding W.S.S.T.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided.

COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- d. The costs of all filing and other fees related to compliance with the Department of Labor and Industries prevailing wage requirements shall be included in the cost of the contract.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

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

7. AMENDMENTS AND CHANGES IN WORK

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or

damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are not required for this project.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4 of this Contract. Notice may

also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

23. SEVERABILITY

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

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

27. CONFIDENTIALITY

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

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

Date: _____

BENTON COUNTY

Chairman
Benton County Board of County Commissioners

Approved as to Form:



Reid Hay, Civil Deputy Prosecuting Attorney

Date: 3-10-20

COLUMBIA PUMPING & CONSTRUCTION, INC.



Signature

Pres

Title:

Randy Voita

PRINTED NAME

EXHIBIT A

March 3, 2020

To: Benton County Public Works
Re: Pressure Grout
Attn: Jim Hester

Jim,

Columbia Pumping & Construction is pleased to present the following proposal for your consideration.

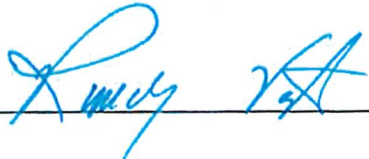
Pressure grout all voids under existing bridge footing, per conversation.
Grout beside existing footings to prevent future washout. All labor and materials included.

Total \$2,700.00

Note: Taxes and bonding are not included. You must supply all construction water, without charge. Anything not included is excluded.

Columbia Pumping & Construction, Inc.

Randy Vojta
Vice-President

Approved By:  Date: 3/3/20

WA CONSTR ID #COLUMPC162K1 AK CONSTR ID #290769 OR CCB #138184

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

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

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

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

The publication date to use is March 3, 2020.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 620 Market Street, Prosser, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

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

CERTIFICATIONS

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

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

CONTRACTOR'S REGISTRATION

NO. Columpe162K1

CONTRACTOR'S EMPLOYMENT SECURITY

DEPARTMENT NO. 721836009

FIRM NAME

Columbia Pumping: Construction, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Randy Votta

(PRINT NAME AND TITLE)

Randy Votta - President

DATED this 10 day of March, 2020.

ADDRESS OF BIDDER: 1005 S. Maitland Ave, Pasco, WA 99301

TELEPHONE NO.: (509) 547-4841 EMAIL: CBarton@cpcnordig.com

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreement <u> </u>	Consent Agenda <u> X </u>
Subject: <u>Payment to Salt</u>	Pass Resolution <u> X </u>	Public Hearing <u> </u>
<u>Distributors, Inc. for road salt</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: <u>slc</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: <u>D. D'Hondt</u>	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Resolution 2019-745 authorized the purchase of road salt for ice and snow control from Salt Distributors, Inc. through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 through October 31, 2020 at or below the current state contract rate in an amount not to exceed \$60,000.00.

At the end of 2019, \$39,134.99 had been spent with a remainder of \$20,865.01. The current State Contract rate is \$139.00 per ton. In January it was decided to order 130 tons of road salt for Road Department use on the County roads for snow and ice control. The total of that order plus sales tax would have been \$19,515.60 – under the remaining amount authorized to spend.

Salt Distributors, Inc. delivers road salt in approximately 30 ton trucks. In order to satisfy our order of 130 tons, they delivered 5 truck loads equaling approximately 150 tons. Due to the lack of communication more salt was delivered than was ordered. Knowing that the salt would be used the delivery was accepted. The invoice for the 150 tons plus sales tax is \$23,486.27 which brings the total \$2,621.26 over the authorized amount.

SUMMARY

The Road Department was authorized to purchase road salt from Salt Distributors, Inc. in an amount not to exceed \$60,000.00. An order was placed for 130 ton of road salt but because the salt is delivered in 30 ton increments, 150 tons were delivered. This brings the invoice \$2,621.26 over the authorized amount.

RECOMMENDATION

The County Engineer recommends the Board of County Commissioners approve the invoice to Salt Distributors, Inc. in the amount of \$23,486.27, which brings the total purchased \$2,621.26 over the authorized spending limit of \$60,000.00.

FISCAL IMPACT

\$2,621.26 additional funds from the Road Fund. No budget supplement needed.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN INVOICE FOR PURCHASE OF ROAD SALT FROM SALT DISTRIBUTORS, INC., NEWMAN LAKE, WASHINGTON

WHEREAS, Resolution 2019-745 authorized the purchase of road salt for ice and snow control from Salt Distributors, Inc. through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 through October 31, 2020 at or below the current state contract rate in an amount not to exceed \$60,000.00; and

WHEREAS, salt was purchased in an amount totaling \$39,134.99. That salt had been dispersed and it was necessary to purchase additional road salt in continuation of winter maintenance activities; and

WHEREAS, because of the size of the trucks Salt Distributors, Inc. uses for delivery more salt was delivered than was ordered; and

WHEREAS, the County Engineer recommends authorizing the additional amount for the extra road salt that was delivered; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners approves the invoice to Salt Distributors, Inc. in the amount of \$23,486.27, which brings the total purchased \$2,621.26 over the authorized spending limit per Resolution 2019-745 of \$60,000.00.

Dated this 17th 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.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreements <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Executing Local Agency Agreement and Local Agency Federal Aid Project Prospectus for CE 2097</u>	Pass Resolution <u>X</u>	Public Hearing <u> </u>
Prepared by: <u>Jeff Liner</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: <u>D. D'Hondt</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

SUMMARY

The Guidepost and Guardrail Installation project was identified by the Board as a desired project in the 2020-2025 Six Year Transportation Improvement Program. In 2020 Benton County was awarded a grant of \$100,100 for preliminary engineering and \$505,400 for construction through the federal Highway Safety Improvement Program.

RECOMMENDATION

The County Engineer recommends that the Board formally sign a Local Agency Agreement and a Local Agency Federal Aid Project Prospectus to receive federal Highway Safety Improvement Program funds for design and construction of the project.

FISCAL IMPACT

The preliminary engineering and construction dollars will be expended from the road fund and will be reimbursed at 90% and 100% respectively from the Highway Safety Improvement Program.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN A LOCAL AGENCY AGREEMENT AND LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS TO RECEIVE HIGHWAY SAFETY IMPROVEMENT PROGRAM GRANT FUNDS FOR THE GUIDEPOST AND GUARDRAIL INSTALLATION PROJECT, CE-2097

WHEREAS, the Guidepost and Guardrail Installation project was identified by the Benton County Board of County Commissioners as a desired project in the 2020-2025 Six Year Transportation Improvement Program; and

WHEREAS, in 2019 Benton County was awarded a grant of \$605,500 through the Highway Safety Improvement Program Grant for design and construction of the project; and

WHEREAS, federally funded projects are administered by the Washington State Department of Transportation (WSDOT) Local Agency Program; and

WHEREAS, in order to begin spending the grant funds a Local Agency Agreement and Local Agency Federal Aid Project Prospectus is required to be executed with WSDOT; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of County Commissioners hereby approves the Local Agency Agreement in the amount of \$100,100 for Preliminary Engineering and Local Agency Federal Aid Project Prospectus for the Guidepost and Guardrail Installation project CE-2097; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to sign said Local Agency Agreement and Local Agency Federal Aid Project Prospectus.

BE IT FURTHER RESOLVED, that the Local Agency Agreement ends on December 31st, 2023.

Dated this 17th day of March, 2020.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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



**Washington State
Department of Transportation**

Agency Benton County

Address
620 Market Street
PO Box 1001
Prosser, WA 99350

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Guidepost and Guardrail Installation

Length 30 Miles

Termini Various

Description of Work

Install guardrail, guideposts, and curve signing on the following: *Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail *Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail *Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail * Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing

Project Agreement End Date 12/31/2023

Claiming Indirect Cost Rate

☐ Yes ☒ No

Proposed Advertisement Date

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	111,300.00	11,200.00	100,100.00
%	b. Other			
Federal Aid	c. Other			
Participation	d. State			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	111,300.00	11,200.00	100,100.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	111,300.00	11,200.00	100,100.00

Agency Official

By

Title Chairman, Board of County Commissioners

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	03/17/2020
Federal Aid Project Number	HSIP			DUNS Number	833248888
Local Agency Project Number	CE 2097	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001296
Agency Benton County		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Guidepost and Guardrail Installation			Start Latitude N	Start Longitude W	
			End Latitude N	End Longitude W	
Project Termini From-To Countywide			Nearest City Name Benton City		Project Zip Code (+4) 99320-0001
Begin Mile Post various	End Mile Post various	Length of Project 30 Miles		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8,16		Congressional District(s) 4		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	111,300.00	11,200.00	100,100.00	Month 04	Year 2020
R/W					
Const.	505,400.00	0.00	505,400.00	06	2020
Total	616,700.00	11,200.00	605,500.00		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width Varies, 26 average	Number of Lanes 2
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Project Involves improving safety along the Roadside of existing roadways with steep embankments and adding guidepost and signs to roadway curves.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

See Attached Sheet.

Local Agency Contact Person Doug D'Hondt		Title County Engineer		Phone 509-786-5611	
Mailing Address PO BOX 1001		City Prosser		State WA	Zip Code 99350
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency Benton County	Project Title Guidepost and Guardrail Installation	Date 03/17/2020
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width 26	Number of Lanes 2
☐ New Construction ☐ Path / Trail ☐ 3-R ☐ Reconstruction ☐ Pedestrian / Facilities ☐ 2-R ☐ Railroad ☐ Parking ☒ Other ☐ Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial ☐ Minor Arterial ☒ Urban ☒ Rural ☐ NHS ☒ Major Collector ☒ Minor Collector ☒ Local Access	☐ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☒ Minor Collector ☒ Local Access ☒ Urban ☒ Rural ☐ NHS
Terrain	☒ Flat ☒ Roll ☐ Mountain	☒ Flat ☒ Roll ☐ Mountain
Posted Speed	Between 40 and 50 MPH	
Design Speed	50 MPH	
Existing ADT	Varies	
Design Year ADT	Varies	
Design Year	2020	
Design Hourly Volume (DHV)	Varies	

Performance of Work

Preliminary Engineering Will Be Performed By Benton County	Others %	Agency 100 %
Construction Will Be Performed By Contractor (TBD)	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS) ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement ☐ Class III - Environmental Assessment (EA) ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	☒ Class II - Categorical Excluded (CE) ☒ Projects Requiring Documentation (Documented CE)
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Environmental Considerations

The entirety of the project is within existing right of way that has been previously disturbed. The nature of the work, being the installation of guardrail and guideposts, will not disturb area outside of the existing right of way.

Any inadvertent discoveries will be reported to the state for further consultation.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreements <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Executing Local Agency Agreement and Local Agency Federal Aid Project Prospectus for CE 2102</u>	Pass Resolution <u>X</u>	Public Hearing <u> </u>
Prepared by: <u>Ryan McClure</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: <u>D. D'Hondt</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

SUMMARY

The Dallas Road Bike Path was identified by the Board as a desired project in the 2020-2025 Six Year Transportation Improvement Program. In 2020 Benton County was awarded a grant of \$75,000 for preliminary engineering and \$575,000 for construction through the federal Transportation Alternatives Program.

RECOMMENDATION

The County Engineer recommends that the Board formally sign a Local Agency Agreement and a Local Agency Federal Aid Project Prospectus to receive federal Transportation Alternative Program funds for design and construction of the project.

FISCAL IMPACT

The preliminary engineering and construction dollars will be expended from the road fund and will be reimbursed at 100% from the Transportation Alternatives Program.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN A LOCAL AGENCY AGREEMENT AND LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS TO RECEIVE FEDERAL TRANSPORTATION ALTERNATIVE PROJECT FUNDS FOR THE DALLAS ROAD BIKE PATH PROJECT, CE-2102

WHEREAS, the Dallas Road Bike Path Project was identified by the Benton County Board of County Commissioners as a desired project in the 2020-2025 Six Year Transportation Improvement Program; and

WHEREAS, in 2020 Benton County was awarded a grant of \$650,000 through the federal Transportation Alternatives Program for design and construction of the project; and

WHEREAS, federally funded projects are administered by the Washington State Department of Transportation (WSDOT) Local Agency Program; and

WHEREAS, in order to begin spending the grant funds a Local Agency Agreement and Local Agency Federal Aid Project Prospectus is required to be executed with WSDOT; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of County Commissioners hereby approves the Local Agency Agreement for preliminary engineering in the amount of \$75,000 and the Local Agency Federal Aid Project Prospectus for the Dallas Road Bike Path Project CE-2102; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to sign said Local Agency Agreement and Local Agency Federal Aid Project Prospectus.

BE IT FURTHER RESOLVED, that the Local Agency Agreement ends on December 31st, 2024.

Dated this 17th day of March, 2020.

Chairman

Chairman Pro-Term

Attest: _____
Clerk of the Board

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



**Washington State
Department of Transportation**

Agency Benton County

Address 620 Market Street
PO Box 1001
Prosser, WA 99350

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Dallas Road Bike Path Project

Length 2.02

Termini M.P. 2.20 to M.P. 4.22

Description of Work

The project will widen the shoulders to include 5-foot bicycle lanes on both sides of the road. This work will include clearing the existing ground of vegetation, removing existing shoulders to the edge of traveled way, placing fill and crushed surfacing under the new shoulders and paving the new bike lanes. No right-of-way acquisition will be required.

Project Agreement End Date 12-31-2024

Claiming Indirect Cost Rate

Proposed Advertisement Date

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	74,500.00	0.00	74,500.00
100 %	b. Other			
Federal Aid	c. Other			
Participation	d. State	500.00		500.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	75,000.00	0.00	75,000.00
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	75,000.00	0.00	75,000.00

Agency Official

Washington State Department of Transportation

By

By

Title Chairman, Board of County Commissioners

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	03/17/2020
Federal Aid Project Number	TAP			DUNS Number	833248888
Local Agency Project Number	CE 2102	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001296
Agency Benton County		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Dallas Road Bike Path Project		Start Latitude N 46.2282 End Latitude N 46.2569		Start Longitude W -119.3460 End Longitude W -119.3424	
Project Termini From-To Richland City Limits Arena Road		Nearest City Name Richland		Project Zip Code (+4) 99352-9695	
Begin Mile Post 2.20	End Mile Post 4.22	Length of Project 2.02		Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad	
Route ID 50950	Begin Mile Point 0.00	End Mile Point 4.22	City Number	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8,16		Congressional District(s) WA 4		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	75,000	0	75,000	Month May	Year 2020
R/W	0	0	0	N/A	
Const.	575,000	0	575,000	June	2021
Total	650,000	0	650,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 28	Number of Lanes 2
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Dallas Road is a paved road with speed limits of 35mph and 50mph that does not currently provide a means of multi-modal transportation. The project will not affect the existing roadway.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will widen the shoulders to include 5-foot bicycle lanes on both sides of the road. This work will include clearing the existing ground of vegetation, removing existing shoulders to the edge of traveled way, placing fill and crushed surfacing under the new shoulders and paving the new bike lanes.

Local Agency Contact Person Doug D'Hondt		Title County Engineer		Phone 509-786-5611	
Mailing Address PO Box 1001		City Prosser		State WA	Zip Code 99350
Project Prospectus	By  Approving Authority				
	Title County Engineer				Date 

Agency Benton County	Project Title Dallas Road Bike Path Project	Date 03/17/2020
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width 28
☐ New Construction	☒ Path / Trail	☐ 3-R	Number of Lanes 2
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R	
☐ Railroad	☐ Parking	☐ Other	
☐ Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	☐ Principal Arterial	☐ Principal Arterial
	☐ Minor Arterial	☐ Minor Arterial
	☒ Urban	☐ Urban
	☒ Rural	☐ Rural
	☐ NHS	☐ NHS
	☒ Major Collector	☐ Major Collector
	☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☐ Local Access
Terrain	☐ Flat ☒ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	35 & 50	
Design Speed	50	
Existing ADT	5410	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Benton County	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorical Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☐ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

Agency Benton County	Project Title Dallas Road Bike Path Project	Date 03/17/2020
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Right of Way		
☒ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation ☐ Relocation Required	

Utilities	Railroad
☒ No utility work required ☐ All utility work will be completed prior to the start of the construction contract ☐ All utility work will be completed in coordination with the construction contract	☒ No railroad work required ☐ All railroad work will be completed prior to the start of the construction contract ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Benton County Board of Commissioners

Date

By _____
Mayor/Chairperson

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreements <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Executing Local Agency Agreement and Local Agency Federal Aid Project Prospectus for CE 2101</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>Ryan McClure</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>D. D'Hondt</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

SUMMARY

The Plymouth Road Pavement Overlay project was identified by the Board as a desired project in the 2020-2025 Six Year Transportation Improvement Program. In 2020 Benton County was awarded a grant of \$50,000 for preliminary engineering and \$1,500,000 for construction through the federal Surface Transportation Block Group.

RECOMMENDATION

The County Engineer recommends that the Board formally sign a Local Agency Agreement and a Local Agency Federal Aid Project Prospectus to receive federal Surface Transportation Block Group funds for design and construction of the project.

FISCAL IMPACT

The preliminary engineering and construction dollars will be expended from the road fund and will be reimbursed at 86.5% from the Surface Transportation Block Group.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN A LOCAL AGENCY AGREEMENT AND LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS TO RECEIVE FEDERAL SURFACE TRANSPORTATION BLOCK GRANT FUNDS FOR THE PLYMOUTH ROAD PAVEMENT OVERLAY, CE-2101

WHEREAS, the Plymouth Road Pavement Overlay project was identified by the Benton County Board of County Commissioners as a desired project in the 2020-2025 Six Year Transportation Improvement Program; and

WHEREAS, in 2020 Benton County was awarded a grant of \$1,550,000 through the federal Surface Transportation Block Grant for design and construction of the project; and

WHEREAS, federally funded projects are administered by the Washington State Department of Transportation (WSDOT) Local Agency Program; and

WHEREAS, in order to begin spending the grant funds a Local Agency Agreement and Local Agency Federal Aid Project Prospectus is required to be executed with WSDOT; **NOW THEREFORE**,

BE IT RESOLVED, that the Benton County Board of County Commissioners hereby approves the Local Agency Agreement for preliminary engineering in the amount of \$50,000 and Local Agency Federal Aid Project Prospectus for the Plymouth Road Pavement Overlay project CE-2101; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to sign said Local Agency Agreement and Local Agency Federal Aid Project Prospectus.

BE IT FURTHER RESOLVED, that the Local Agency Agreement ends on December 31st, 2024.

Dated this 17th day of March, 2020.

Chairman

Chairman Pro-Tem

Attest: _____
Clerk of the Board

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



**Washington State
Department of Transportation**

Agency Benton County

Address 620 Market Street
PO Box 1001
Prosser, WA 99350

Local Agency Agreement

CFDA No. 20.205

(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Plymouth Road Pavement Overlay

Length 3.88

Termini M.P. 4.61 to M.P. 8.49

Description of Work

The project will overlay the road with 2 inches of hot-mix asphalt. The road will be re-stripped with road accesses overlaid to match.

Project Agreement End Date 12-31-2024

Proposed Advertisement Date

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency	57,304.00	7,736.00	49,568.00
86.5 %	b. Other			
Federal Aid	c. Other			
Participation	d. State	500.00	68.00	432.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	57,804.00	7,804.00	50,000.00
Right of Way	f. Agency			
0 %	g. Other			
Federal Aid	h. Other			
Participation	i. State			
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction	k. Contract			
%	l. Other			
	m. Other			
Federal Aid	n. Other			
Participation	o. Agency			
Ratio for CN	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	57,804.00	7,804.00	50,000.00

Agency Official

By

Title Chairman, Board of County Commissioners

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Local Agency Federal Aid Project Prospectus

	Prefix	Route	()	Date	03/17/2020
Federal Aid Project Number	STBG			DUNS Number	833248888
Local Agency Project Number	CE 2101	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001296

Agency Benton County		CA Agency ☒ Yes ☐ No	Federal Program Title ☒ 20.205 ☐ Other		
Project Title Plymouth Road Pavement Overlay			Start Latitude N 45.9995 End Latitude N 46.0530	Start Longitude W -119.3505 End Longitude W -119.3716	
Project Termini From-To M.P. 4.61 M.P. 8.49			Nearest City Name Plymouth		Project Zip Code (+4) 99346-0000
Begin Mile Post 4.61	End Mile Post 8.49	Length of Project 3.88	Award Type ☒ Local ☐ Local Forces ☐ State ☐ Railroad		
Route ID 11050	Begin Mile Point 0.00	End Mile Point 13.92	City Number	County Number 03	County Name Benton
WSDOT Region South Central Region	Legislative District(s) 8, 16		Congressional District(s) WA 4		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	57,800	7,800	50,000	Month May	Year 2020
R/W	0	0	0	N/A	
Const.	1,734,100	234,100	1,500,000	June	2021
Total	1,791,900	241,900	1,550,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 28	Number of Lanes 2
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Plymouth Road is a paved road with a 50 mph speed limit. The pavement wearing course is showing significant distress and rutting.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will overlay the road with 2 inches of hot-mix asphalt. The road will be re-stripped with road accesses overlaid to match.

Local Agency Contact Person Doug D'Hondt		Title County Engineer		Phone 509-786-5611	
Mailing Address PO Box 1001		City Prosser	State WA	Zip Code 99350	
Project Prospectus	By  Approving Authority				
	Title County Engineer				Date 

Agency Benton County	Project Title Plymouth Road Pavement Overlay	Date 03/17/2020
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
☐ New Construction	☐ Path / Trail	28	2
☐ Reconstruction	☐ Pedestrian / Facilities		
☐ Railroad	☐ Parking		
☐ Bridge	☐ Other		
☐ 3-R	☒ 2-R		

Geometric Design Data			
Description	Through Route	Crossroad	
Federal Functional Classification	☐ Urban	☐ Principal Arterial	☐ Principal Arterial
	☒ Rural	☐ Minor Arterial	☐ Minor Arterial
	☐ NHS	☐ Collector	☐ Collector
		☒ Major Collector	☐ Major Collector
		☐ Minor Collector	☐ Minor Collector
	☐ Local Access	☐ Local Access	
Terrain	☒ Flat ☐ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain	
Posted Speed	50		
Design Speed	50		
Existing ADT	659		
Design Year ADT			
Design Year			
Design Hourly Volume (DHV)			

Performance of Work			
Preliminary Engineering Will Be Performed By Benton County	Others	Agency	
	%	100	%
Construction Will Be Performed By Contractor	Contract	Agency	
	100 %		%

Environmental Classification	
☐ Class I - Environmental Impact Statement (EIS)	☒ Class II - Categorically Excluded (CE)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement	☐ Projects Requiring Documentation (Documented CE)
☐ Class III - Environmental Assessment (EA)	
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreement <u> </u>	Consent Agenda <u> X </u>
Subject: <u>ER&R Purchase of Water</u>	Pass Resolution <u> X </u>	Public Hearing <u> </u>
<u>Tank from Ochoco Mfg. Corp</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: <u>slc</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: <u>M. McGhan</u>	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

A new water truck cab and chassis was purchased in 2019 from Jim's Pacific Garages, Inc.; and a 4000 gallon tank, pump, and plumbing for installation on said cab and chassis was purchased in 2020 from Ochoco Mfg. Corp. In both Request for Bids there was an option for Benton County to purchase one additional cab and chassis from Jim's Pacific Garages, Inc. and one additional tank, pump, and plumbing for installation on the cab and chassis from Ochoco Mfg. Corp. 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 cab and chassis are being purchased from Jim's Pacific Garages, Inc. utilizing the previously awarded bid. A water tank, pump, and plumbing for installation on the new cab and chassis needs to be purchased also.

The original bid call for a 4000 gallon tank, pump, and plumbing was authorized by Resolution 2020-055. Ochoco Mfg. Corp., Prineville, OR was the lowest bidder. Resolution 2020-118 awarded the business of supplying the tank, pump, and plumbing to Ochoco.

The Fleet Superintendent recommends authorizing the purchase of the additional tank, pump, and plumbing from Ochoco.

SUMMARY

A water tank, pump, and plumbing needs to be purchased for installation on a County owned cab and chassis. A previous Request for Bids had the option to purchase an additional tank, pump, and plumbing at the same bid price from the lowest bidder, Ochoco Mfg. Corp.

RECOMMENDATION

The Fleet Superintendent recommends authorizing the additional tank, pump, and plumbing purchase from Ochoco Mfg. Corp., Prineville, Oregon.

FISCAL IMPACT

\$99,891.00 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 4000 GALLON TANK, PUMP, AND PLUMBING TO BE INSTALLED ON A COUNTY OWNED CHASSIS FROM OCHOCO MFG. CORP.

WHEREAS, ER&R needs to replace a water truck currently in the fleet (#0468) that is at the end of its life cycle. The cab and chassis are being purchased from Jim's Pacific Garages, Inc. A water tank, pump, and plumbing for installation on the new cab and chassis is needed also; and

WHEREAS, by Resolution 2020-055 dated January 14, 2020, bid call was authorized for the purchase of one (1) new 4000 gallon tank, pump, and plumbing for installation on a County owned chassis; and

WHEREAS, bids were opened on January 23, 2020 and by Resolution 2020-118 Ochoco Mfg. Corp., Prineville, OR was awarded the business of supplying the tank, pump, and plumbing for installation on a County owned chassis; and

WHEREAS, in the Request for Bids Benton County has the option to purchase one additional 4000 gallon tank, pump, and plumbing for installation on a County owned chassis at the same bid price; and

WHEREAS, the Fleet Superintendent recommends authorizing the additional tank, pump, and plumbing purchase from Ochoco Mfg. Corp., Prineville, Oregon; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners authorizes the purchase one (1) new 4000 gallon tank, pump, and plumbing for installation on a County owned chassis from Ochoco Mfg. Corp., in the amount of \$99,891.00, plus Washington State Sales Tax; and

BE IT FURTHER RESOLVED the Fleet Superintendent is hereby authorized to proceed with the purchase.

Dated this 17th day of March, 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Agreement _____	Consent Agenda <u>X</u>
Subject: <u>Purchase of sign materials</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>slc</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>D. D'Hondt</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Per Resolution 2016-802 Benton County and the City of Yakima entered into an Intergovernmental Cooperative Purchasing Agreement which, in accordance with RCW 39.34 allows us to purchase goods using contracts that have been executed according to State statutes.

In October 2015 the City of Yakima executed a five year contract with Avery Dennison for the purchase of a TrafficJet Print System and as needed ordering of consumable sign materials. The TrafficJet Print System is the printer that prints the road signs for the Public Works Department. Additional sign materials, estimated at \$20,000.00, need to be purchased in order to have supplies on hand.

SUMMARY

Sign materials for the TrafficJet Print System, estimated at \$20,000.00, need to be purchased from Avery Dennison utilizing the City of Yakima's contract.

RECOMMENDATION

The County Engineer recommends the Board approves the purchase of the sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$20,000.00 for the year 2020 utilizing the City of Yakima's contract.

FISCAL IMPACT

An amount up to \$20,000.00 expended from and already accounted for in the 2019-2020 Road Fund budget.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF SIGN MATERIALS FOR THE TRAFFICJET PRINT SYSTEM FROM AVERY DENNISON FOR THE PUBLIC WORKS DEPARTMENT SIGN SHOP UTILIZING THE CITY OF YAKIMA'S CONTRACT

WHEREAS, per Resolution 2016-802 Benton County and the City of Yakima have entered into an Intergovernmental Cooperative Purchasing Agreement which, in accordance with RCW 39.34 allows us to purchase goods using contracts that have been executed according to State statutes; and

WHEREAS, in October 2015 the City of Yakima executed a five year contract with Avery Dennison for the purchase of a TrafficJet Print System and as-needed ordering of consumable sign materials; and

WHEREAS, Benton County utilized the City of Yakima contract to purchase a TrafficJet Print System and sign materials; and

WHEREAS, the previously purchased sign materials have been used and additional sign materials, estimated at approximately \$20,000.00, need to be purchased in order to have supplies on hand; and

WHEREAS, the County Engineer recommends the purchase of the sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$20,000.00 for the year 2020 utilizing the City of Yakima's contract; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners approves the purchase of sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$20,000.00 from this date until October 22, 2020.

Dated this 17th 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.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>March 17, 2020</u>	Execute Contract _____	Consent Agenda <u>X</u>
Subject: <u>Purchase Award for</u>	Pass Resolution <u>X</u>	Public Hearing _____
<u>Patrol Jackets</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>T. Carlson</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>K. Gillies</u>	Other _____	Other _____

BACKGROUND INFORMATION/ SUMMARY

The Benton County Sheriff's Office (BCSO) is in the process of purchasing Patrol Jackets for the purpose of equipping Patrol, Detectives and Benton County Sheriff's Office Support Personnel with the proper clothing for law enforcement operations, investigations and training during conditions of inclement weather.

The BCSO solicited (5) vendors from the MRSC listed under the categories of "General Supplies," "Athletic Apparel," "Police Supplies," "Self Defense," and "Uniforms" for (60) Patrol Jackets.

There were only two (2) vendors that were able to provide competitive pricing for (60) Patrol Jackets based on the following results:

- Uniforms 2 Gear, Boise, ID – \$16,267.40 Plus WSST
- Galls, Spokane, WA – \$26,561.40 Plus WSST
- Talos Tactical, LLC, West Richland, WA – Did Not Respond
- Keith's Sporting Goods, Gresham, OR – Did Not Respond
- Victory Supply Inc, Mount Pleasant, TN – Did Not Respond

RECOMMENDATION

The BCSO recommends awarding the purchase of the (60) Patrol Jackets to Uniforms 2 Gear, Boise, ID in the amount of \$16,267.40 Plus WSST, as the lowest responsive bidder for said equipment.

FISCAL IMPACT

The funding for this purchase has been identified within the Sheriff's Patrol Uniforms Line Item 0000101.121.00000.521.210.2105

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 PATROL JACKETS TO UNIFORMS 2 GEAR, FOR
THE BENTON COUNTY SHERIFF'S OFFICE**

WHEREAS, the Benton County Sheriff's Office (BCSO) is in the process of purchasing Patrol Jackets for the purpose of equipping Benton County Sheriff's Office Patrol Deputies and Detectives with the proper clothing for law enforcement operations, investigations and training during conditions of inclement weather; and

WHEREAS, the patrol jackets that are currently issued are intended for moderate or temperate weather conditions only; and

WHEREAS, it is necessary to equip Benton County Sheriff's Office Patrol Deputies and Detectives with the additional clothing for law enforcement operations during times of inclement weather; and

WHEREAS, the BCSO solicited (5) vendors from the MRSC listed under the categories of "General Supplies," "Athletic Apparel," "Police Supplies," "Self Defense," and "Uniforms" for (60) Patrol Jackets; and

WHEREAS, Uniforms 2 Gear, Boise, ID was the lowest bidder on the (60) Patrol Jackets; and

WHEREAS, the BCSO recommends awarding this RFP for the purchase of the (60) Patrol Jackets, based on the following results:

- Uniforms 2 Gear, Boise, ID – \$16,267.40 Plus WSST
- Galls, Spokane, WA – \$26,561.40 Plus WSST
- Talos Tactical, LLC, West Richland, WA – Did Not Respond
- Keith's Sporting Goods, Gresham, OR – Did Not Respond
- Victory Supply Inc, Mount Pleasant, TN – Did Not Respond

WHEREAS, the BCSO reviewed the proposals and recommends awarding the purchase of said equipment to Uniforms 2 Gear, Boise, ID in the amount of \$16,267.40 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 Sheriff's Patrol Uniforms Fund 0000101.121.00000.521.210.2105.

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and hereby awards the purchase of (60) Patrol Jackets to Uniforms 2 Gear, Boise, ID in the amount of \$16,267.40 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



Quote

Created Date
30 Jan 2020

Created By
Jabez Stewart

ETD

Ref
BCOU8759-1

Customer PO No

Customer:
Benton County Sheriff's Office
Todd Carlson

Ship To:
Benton County Sheriff's Office
Todd Carlson
7122 W Okanogan Place Building B
Kennewick, WA 99336

Item Code	Item Description	Options	Qty	List Price	Discount	Extended
FT-118502-019-LR	Men's Taclix System Jacket <i>Includes the following</i> <i>Badge on LC Drop Down Panel of Outer Shell</i> <i>SHERIFF on Back Drop Down Panel of Outer Shell</i> <i>Add Shoulder Patches to Outer Shell</i> <i>Add Shoulder Patches to Inner Shell</i>	Color: Black Size: L Length: Reg	60	\$267.79		\$16,067.40

Payment Terms

NET 30

Product Cost: \$16,067.40

Delivery Details: *UPS Ground*
\$200.00

Sub Total: \$16,267.40

Tax (0 %): \$0.00

Total (USD): \$16,267.40

Billing Address:
P.O. Box 1624
Idaho Falls, ID 83403

P: 208-542-1608
E: sales@uniforms2gear.com
W: www.uniforms2gear.com

Uniforms2Gear, Inc.
(dba Uniforms2Gear)
(dba First Responders)



Quote

Customer: (1001068795) BENTON COUNTY SHERIFF DEPT(
Date: 02/26/2020
Sales Rep: Bryan Lynch

Page 1 of 1
Quote Number: 15244904
Quote Expiration: 05/26/2020

Sold To:
BENTON COUNTY SHERIFF DEPT(WA)
7122 W. OKANOGAN PLACE
BLDG B
KENNEWICK, WA 99336
TODD CARLSON

Ship To:
BENTON COUNTY SHERIFF DEPT(WA)
7122 W. OKANOGAN PLACE
BLDG B
KENNEWICK, WA 99336
TODD CARLSON

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	SW2275 BLK XL	FIRST TACTICAL MEN'S JACKET SHORT	60		297.00	17,820.00
1.1	EX8009	AC1001068795 BENTON CO WA ST SHERIFF BRN /TAN/WHT SHOULDER 4.5 X 4	60		2.50	150.00
1.2	EX8009	AC1001068795 BENTON CO WA ST SHERIFF BRN /TAN/WHT SHOULDER 4.5 X 4	60		2.50	150.00
1.3	HT9231 RSIL SHF	4 INCH LETTERS THERMOFILM WELLINGTON	60		7.19	431.40
2	SW2272 BLK XL	FIRST TACTICAL MEN'S TACTIX SOFTSHELL JACKET	60		108.00	6,480.00
2.1	EX8009	AC1001068795 BENTON CO WA ST SHERIFF BRN /TAN/WHT SHOULDER 4.5 X 4	60		2.50	150.00
2.2	EX8009	AC1001068795 BENTON CO WA ST SHERIFF BRN /TAN/WHT SHOULDER 4.5 X 4	60		2.50	150.00
3	IFQUOTE	Item No. TBD BENTON COUNTY STAR FLEX BADGE	120		10.25	1,230.00

Quote is valid for 90 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 26,561.40
SHIPPING:
TAX..... 2,178.50
TOTAL.... 28,739.90

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (GS-07F-0157M) all other items are OPEN MARKET.



The Cooperative Way!

BENTON RURAL ELECTRIC ASSOCIATION

402 7TH Street • P.O. BOX 1150 • PROSSER, WASHINGTON 99350 • 509/786-2913 • Fax: 509/786-0291

A Touchstone Energy® Cooperative



RECEIVED

MAR 10 2020

March 2, 2020

BENTON COUNTY
COMMISSIONERS

Dear Commissioner Delvin,

Your Action Is Needed to Save the Lower Snake River Dams!

As you know, on February 28, the draft environmental impact statement (EIS) on operations, maintenance and configurations for the 14 federal projects in the Columbia River System was released. The draft EIS includes consideration of removing the four lower Snake River dams.

Benton REA is asking you, as a leader in our state, to encourage your constituents to submit comments during the 45-day public comment period that's currently open on the study. It's critical that supporters of the lower Snake River Dams voice their opinions by April 13.

The federal agencies will review all comments they receive and draft the final EIS, scheduled for release in July. It is critical that the agencies receive comments supporting the lower Snake River dams and encouraging them to not include dam breaching as its the final recommended action.

The Time Is Now! We Need Your Help!

We've enclosed arguments your constituents can use to voice their support of the lower Snake River dams. They may submit comments by mail or online.

Comment Online

The draft EIS and a comment form are available at comments.crso.info.

Comment By Mail

Letters must be postmarked by April 13 to be considered. Mail comments to:

U.S. Army Corps of Engineers, Attn: CRSO EIS
P.O. Box 2870
Portland, OR 97208-2870

For more information, videos and links to helpful resources about the lower Snake River dams, visit www.BentonREA.org/SaveTheSnakeRiverDams.

Cooperatively,

Michael J. Bradshaw, General Manager

Jerome ✓
Jim ✓
Shon ✓
Jerrod ✓
Matt ✓
Other *A. Fyfe*
Planning

How to Submit Comments on the Draft EIS

Step 1: Address Your Comments to:

The U.S. Army Corp of Engineers, the Bureau of Reclamation and the Bonneville Power Administration

Step 2: Begin with an Opening Remark (Use Your Own Words)

I appreciate your efforts in preparing the draft environmental impact statement for the 14 federal projects on the Columbia River System. I am concerned that breaching the lower Snake River dams is an option under consideration but am pleased the preferred alternative does not include a recommendation to breach any of the dams. I am also concerned that increased spill is under consideration.

Step 3: Choose 2 or 3 Comments on the Spill and the Lower Snake River Dams



The Lower Snake River Dams Prevent Blackouts – The lower Snake River dams have already avoided blackouts in my area—the Tri-Cities. Thousands of new homes and businesses will be built here in the next few years. Our economy is growing. Because they can quickly increase energy production, all four lower Snake River Dams have never been more important to avoid blackouts with renewable, carbon-free hydroelectricity.



Higher Spill is Expensive and Unproven – I urge you to not consider the alternative with the highest spill levels. This approach could increase power rates by 40%, increase carbon emissions and potentially decrease fish survival according to one of the two fish survival models in the draft EIS.



The Dams Make Wind and Solar Energy Possible – Without hydroelectricity to fill in the gaps, the grid cannot take the swings in generation caused by fluctuations in wind and sunshine. The Northwest's demand for electricity is highest in the winter when wind is less prevalent and the sun sets early.



The Dams Meet Washington's Carbon-Free Goals – Washington state's Clean Energy Transformation Act (CETA) commits us to a path of no coal generation by 2025 and 100% clean energy by 2045. Zero carbon emissions are produced during hydropower generation.



The Dams Provide Affordable Electricity – Several independent studies indicate a shortage of electricity generation in the coming years, particularly with the closure of coal plants. The lower Snake River dams are critically needed to avoid a repeat of the 2000-2001 energy crisis that resulted in soaring electricity prices. The draft EIS indicates that replacing lost generation from dam removal with carbon-free resources could result in a 50% increase in power costs. That doesn't consider the loss of coal generation which will also need to be replaced by carbon-free resources to reach CETA goals. A rise in energy costs would worsen our homeless crisis and mean greater hardships for people already struggling to make ends meet.



The Dams Are Just One Factor in Salmon and Orca Survival – Salmon from the Snake River are only one part of an orca's diet. Salmon survival rates through these dams are as high as 97%. NOAA Fisheries' analysis shows Puget Sound Chinook salmon are most important for the Southern Resident Orcas. Cleaning the Puget Sound and reducing carbon output would be a better use of time and money in saving our treasured salmon and orca.



The Dams Create Tourism, Recreation, Irrigation and Transportation – The lower Snake River dams provide industries, products, flood control and jobs to Northwest residents.

Step 4: Support the Draft EIS Preferred Alternative



The draft EIS is the most extensive study in the history of the Columbia River Basin. It's a collaborative body of work that included significant input from federal agencies, Native American tribes and the states of Idaho, Montana, Oregon and Washington. I am pleased that the report recognizes the importance of the lower Snake River dams and does not recommend dam breaching.



I support the preferred alternative of the draft EIS. I also hope the majority of the effort will be placed where the majority of the fish survival problems occur—in the ocean and Puget Sound.

Step 5: Sign Your Name and Submit (or Mail) Your Comments