

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



Notice: Meeting provided by Live-Broadcast at the following link
<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, March 31, 2020

9:00 AM Call to Order
Approval of Minutes
❖ March 17, 2020

to view items in detail, click on
highlighted areas

Review Agenda

Consent Agenda

Auditor

a. Appointments to the Benton County Accessible Community Advisory Committee

Board of Equalization

b. Reappointment of Chuck Wierman to the Board of Equalization

Commissioners

c. Line Item Transfer, Fund No. 0130-101, Dept. 000

d. Appointment of Jeff Tarr to the Benton Irrigation District Board of Directors

Corrections

e. Emergency Contract w/Young's Service Masters Cleaning Services for As Needed Disinfecting and Cleaning Services in the Jail

Human Resources

f. Agreement w/Public Safety Testing, Inc. for Promotional Testing Services for Corrections Department

g. Authorizing Information Technology to Fill Funded IT Supervisor Position

Human Services

h. Contract w/WA State Department of Commerce, Community Service and Housing Division for COVID-19 Outbreak Emergency Housing Grant

Information Technology

- i. Approving the Scope of Work for Cisco Call Manager and Unity Voice Improvements by CompuNet, Inc.

Juvenile

- j. Line Item Transfer, Fund No. 0115-101, Dept. 171
- k. Contract w/Connections Consulting MA LLC for Interpreter Services

Planning

- l. Final Plant of Dove Ridge – SUB 2019-007

Public Works

- m. Accepting Work Performed by Southern Folger Detention Equipment Company for the Security Systems Retrofit Project

Public Comment ~ cancelled

Scheduled Business

- Benton County Emergency Declaration (Resolution 2020-258) Discussion ~ Commissioners

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 17, 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; Shan MacPherson, IT; County Engineer Doug D'Hondt; Assessor Bill Spencer; Adam Morasch, Chief Deputy Assessor.

Approval of Minutes

The Minutes of March 10, 2020 were approved.

Review Agenda

The following items were added to consent:

- “u” - Contract with QLU Consulting – Assessor’s Office
- “v” – Certification of Road Fund Expenditures

The Board added a discussion to Other Business regarding declaration of an emergency due to COVID-19.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items as amended, “a” through “t”, adding “u” and “v”. Commissioner Small seconded and upon vote, the Board approved the following:

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

- 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

Assessor

- u. Personal Services Contract with QLUE Consulting

Public Works

- v. Certification of Road Fund Expenditures

TRIDEC – Introduction

Adam Fyall introduced new Executive Director for TRIDEC, Karl Dye. Mr. Dye provided some information on his background and history and programs he would be working on to benefit and diversify the economy. Additionally, he was working with State Agencies to assist and help qualify the businesses for the bridge loans through the Small Business Association that were being affected by the current COVID-19 situation.

Benton REA – Request for Letter in Support of Lower Snake River Dams

Commissioner Delvin recommended the Board sign a letter in support of the lower Snake River Dams as requested by Benton REA for constituents to submit comments on the draft EIS.

MOTION: Commissioner Delvin moved to approve submitting a letter to US Army Corps of Engineers in support of the lower Snake River Dams and have Mr. Fyall draft that letter. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Declaration of Emergency

Mr. MacPherson said they had been working with most of the elected officials and departments to discuss impacts to operations and presented a Resolution declaring an emergency and reducing staff and hours of operation and allowing non-essential staff to work remotely. He discussed some of the services that would continue and said they were working on a press release internally and externally that would identify how each department would be affected. He recommended that identification of nonessential and essential be left up to the elected officials and department heads.

Commissioner Small said this was a state and national emergency and they were being proactive versus reactive and hoped this would help by putting measures in place.

MOTION: Commissioner Small moved to approve the Resolution in the matter of declaration of emergency in Benton County and hereby grant authority to independently elected officials and the County Administrator to adjust office hours as needed and to approve tele-commuting options and/or paid administrative leave for those employees that are deemed non-essential for the period of March 23, 2020 through April 5, 2020. Commissioner Delvin seconded and upon vote, the motion carried.

The Board agreed not to cancel the Board meeting of March 24 in case it needed to meet to discuss the current situation.

Certificate of Service

The Board signed a certificate of service in appreciation for 25 years of service to Lori McCullugh, Corrections.

Board of Health Meeting

Commissioner Delvin said he would be attending a Board of Health meeting today; they would be conducting a conference call with school districts, etc. to discuss the current issue of COVID-19.

Account Payables

Check Date: 03/12/2020

P-Card #: 0320

Total all funds: \$368,711.52

Payroll

Check Date: 03/16/2020

Payroll Draw Checks

Warrant #: 242499-242502

Direct Deposit #: 151527-151692

Total all funds: \$118,326.18

Payroll Draw Deductions/Transfers

Taxes #: 101200312

Total all funds: \$36,083.33

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

Resolutions

- 2020-236: Line Item Transfer, Fund No. 0305-101, Dept. 000
- 2020-237: Line Item Transfer, Fund No. 0133-101, Dept. 000
- 2020-238: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2020-239: Agreement w/Lexipol, LLC to Provide Policy Manuals and Daily Training Bulletins
- 2020-240: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2020-241: Purchase of Linen and Laundry Services From U.S. Linen
- 2020-242: Authorizing Not to Exceed Amounts for Purchases by the Facilities Department
- 2020-243: First Amended Agreement w/Waxie Sanitary Supply for Vendor Purchasing
- 2020-244: Award and Contract of Fencing Repair to Frontier Fence, Inc.
- 2020-245: Agreement w/WISE for Developmental Disabilities Services
- 2020-246: Notice of Termination Contract to Redwood Toxicology, Inc.
- 2020-247: Adopting Fee Schedule for the Benton County Planning Department
- 2020-248: Contract w/Columbia Pumping & Construction, Inc for the Erickson Road Bridge Repair Project
- 2020-249: Approving Invoice for Purchase of Road Salt From Salt Distributors
- 2020-250: Agreement and Federal Aid Project Prospectus for Highway Safety Improvement Grant Funds for Guidepost and Guardrail Installation Project
- 2020-251: Agreement and Federal Aid Project Prospectus for Transportation Alternative Project Funds for Dallas Road Bike Path Project
- 2020-252: Agreement and Federal Aid Project Prospectus for Surface Transportation Block Grant Funds for the Plymouth Road Pavement Overlay
- 2020-253: Purchase of 4000 Gallon Tank and Plumbing Installed on Chassis From Ochoco Mfg. Corp.
- 2020-254: Purchase of Sign Materials for the TrafficJet Print System from Avery Dennison
- 2020-255: Awarding Purchase of Patrol Jackets to Uniforms 2 Gear
- 2020-256: Personal Services Contract with QLUE Consulting
- 2020-257: Authorizing Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal and Annual Certification for 2019 – CRAB

2020-258: Declaration of Emergency in Benton County – COVID-19

There being no further business before the Board, the meeting adjourned at approximately 9:16 a.m.

Clerk of the Board

Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	March 24, 2020	Execute Contract	_____
Subject:	Appointment of ACAC Committee Members	Pass Resolution	<u> x </u>
By:	B. Chilton	Pass Ordinance	_____
Reviewed By:	L. Roe/Deidra Beck	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

Resolution 2017-109 established an Accessible Community Advisory Committee (ACAC). Due to resignations, there are currently three vacancies on the committee. The resolution provides for appointment to the vacant positions, which appointments will serve through the end of the current term for the positions.

SUMMARY

It is requested that the Board pass the resolution appointing the positions set forth.

MOTION

Move to appoint the individuals listed, for the identified terms, to the Benton County Accessible Community Advisory Committee (ACAC).

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENTS TO THE BENTON COUNTY ACCESSIBLE COMMUNITY ADVISORY COMMITTEE (ACAC), IN ACCORDANCE WITH RESOLUTION 2017-109,

WHEREAS, the Benton County Accessible Community Advisory Committee (ACAC) was established by the Board of Commissioners on February 7, 2017, by Resolution No. 2017-109: and

WHEREAS, due to resignations there are three vacancies on the committee; and

WHEREAS, it is the recommendation of the Auditor, as current chair of the committee, that the individuals listed below be appointed to the ACAC vacancies for the terms as set forth; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby appoints the individuals listed, for the identified terms, to the Benton County Accessible Community Advisory Committee (ACAC).

Committee Member

Matthew A West, Citizen

Judith Davis, Citizen

Scott Souza, Chief of Corrections

Term

Current-12/31/2021

Current-12/31/2020

Current-12/31/2021

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT OF CHUCK WIERMAN TO THE BENTON COUNTY BOARD OF EQUALIZATION

WHEREAS, the term for Chuck Wierman is set to expire on April 30, 2020; and

WHEREAS, Chuck Wierman has expressed an interest and willingness to be re-appointed for an additional three-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Chuck Wierman is hereby re-appointed to the Benton County Board of Equalization effective May 1, 2020 and said term expiring on April 30, 2023.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**BENTON COUNTY
BOARD OF EQUALIZATION**

P.O. Box 509*Courthouse*Prosser, WA 99350*Phone (509)786-5604 or 736-3089*Fax (509) 786-5625

Commissioners,

Mr. Chuck Wierman expressed his desire to be re-appointed to the Board of Equalization via email on March 19, 2020. I, Peggy Brown, clerk to the Board of Equalization submitted a resolution to the County Commissioners stating his request. Thank you.

**Peggy Brown,
Clerk, Benton County BOE
3-24-20**

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE
REAL ESTATE EXCISE TAX FUND NUMBER 0130101, DEPARTMENT NUMBER
000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, J.Bowe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.751	6401	Capital Outlay	\$550,000	594.751	6201	Buildings	\$550,000
TOTAL			\$550,000	TOTAL			\$550,000

Explanation:

Transfer of funds needed to the appropriate line item for the Fairgrounds Building #1 Restroom Replacement project.

Prepared by:

Date:

Approved ☐

Denied ☐

Date:

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Next available date
Subject:	Appointment of Jeff Tarr to the Benton County Irrigation District
Presenter:	--
Prepared By:	Marilu Flores
Reviewed By:	Cami McKenzie

Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

The Commissioners' Office was notified of a vacancy existing within the Benton Irrigation District. Benton Irrigation District recommends the appointment of Jeff Tarr to fill the unexpired term of Director.

Fiscal Impact

Amount:

Fund:

Recommendation

That the Commissioners review Benton Irrigation District's request appointing Jeff Tarr to fill the unexpired term.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT OF JEFF TARR TO THE BENTON IRRIGATION DISTRICT BOARD OF DIRECTORS

WHEREAS, a vacancy exists for a board member within the Benton Irrigation District;
and

WHEREAS, requests for applications were solicited; and

WHEREAS, the Board of Benton County Commissioners has received a recommendation from the Benton Irrigation District for Jeff Tarr to fill the open position;
NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby appoints Jeff Tarr to fill the unexpired term for the position of Director with the Benton Irrigation District, said term expiring on December 31, 2020.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING AN EMERGENCY CONTRACT WITH YOUNG'S SERVICEMASTER CLEANING SERVICE FOR AS-NEED DISINFECTING AND CLEANING SERVICES FOR THE BENTON COUNTY JAIL

WHEREAS, on March 17, 2020 the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

WHEREAS, resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

WHEREAS, Department of Corrections determined that it would be in the best interest to enter into a contract for as-needed disinfecting and cleaning services in case of a confirmed case of COVID-19 is found within the Jail; and

WHEREAS, it was determined by County staff that Young's ServiceMaster Cleaning Services, Inc. is a qualified contractor that is willing to provide that service to the level that meets the Department of Corrections needs; and

WHEREAS, the contract amount shall not exceed \$150,000.00 and expire June 30, 2020; and

WHEREAS, the County Administrator signed the Contract with Young's ServiceMaster Cleaning Services, Inc after receiving Prosecuting Attorney's Office approval; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners concurs with County Administrator and hereby ratifies the contract between Young's ServiceMaster Cleaning Services, Inc. in the amount not to exceed \$150,000 including W.S.T and expires on June 30, 2020.

Dated this 31 day of March, 2020.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u> <u>NEEDED</u>	
Meeting Date:	<u>3/24/20</u>	Execute Contract	
Subject:	<u>PST to Provide</u> <u>Corporal & Sergeant</u> <u>Testing for BCCD</u>	Pass Resolution	X
Prepared by:	<u>T. Dufault</u>	Pass Ordinance	
		Pass Motion	
		Other	
			Consent Agenda X
			Public Hearing
			1st Discussion
			2nd Discussion
			Other

BACKGROUND INFORMATION

In the matter of authorizing the Chairman of the Board of Benton County Commissioners to sign the agreement between Public Safety Testing, Inc. (PST) and Benton County for Benton County Corrections Department Corporal/Sergeant promotional testing.

SUMMARY

See above.

RECOMMENDATION

Recommend that the Board of Benton County Commissioners approve and sign the resolution between Public Safety Testing and Benton County for Corrections Corporal/Sergeant promotional testing.

FISCAL IMPACT

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN PUBLIC SAFETY TESTING, INC. AND BENTON COUNTY FOR CORRECTIONS CORPORAL/SERGEANT PROMOTIONAL TESTING SERVICES FOR BENTON COUNTY CORRECTIONS DEPARTMENT.

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

WHEREAS; the Benton County Corrections Department is requesting promotional testing for Corrections Corporal/Sergeants which is valid, defensible, and current with today's professional standards and;

WHEREAS; Public Safety Testing, Inc. develops and proctors promotional testing for law enforcement agencies; and

WHEREAS; the cost associated with the Public Safety Testing, Inc.'s development and administration for promotional testing for the Benton County Corrections Department shall not exceed \$10,000, which will include but not limited to fee per hour, travel, lodging, meals, mileage, etc.; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners authorizes the Chairman to sign the attached agreement between Public Safety Testing, Inc. and Benton County for promotional testing services not to exceed \$10,000 which will begin upon execution and will expire on May 31, 2021.

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



February 26, 2020

Tammy Dufault
Civil Service Chief Examiner
Benton County Human Resources
7122 W. Okanogan Pl. Bldg. A
Kennewick, WA 99336

Via E-mail: tammy.dufault@co.benton.wa.us

Dear Tammy:

It is our pleasure to again offer promotional testing services to Benton County. Please find attached our proposal to create a written promotional test for the position of Corrections Corporal/Sergeant.

The professional services to be performed, the related costs, and the County's responsibilities are outlined in the following pages.

Public Safety Testing is committed to ensuring that the promotional testing processes are valid, defensible and current to today's professional standards. Though our promotional system is a product of years of experience and uses contemporary professional standards, it is uniquely customized for Benton County Sheriff's Office through close collaboration and partnership.

Thank you for the opportunity to be of service to your office. Please contact me or at 425.422.3958 or via email: colleen@publicsafetytesting.com if you have any questions or need any additional information.

Best regards,

Colleen Wilson
Promotional Testing Manager



**A proposal to the
BENTON COUNTY
for the development and management of promotional testing for
CORRECTIONS CORPORAL/SERGEANT**

Scope of Services Provided by Public Safety Testing, Inc.:

Public Safety Testing offers to develop and administer a written promotional process for Benton County (hereinafter "County"). Public Safety Testing (hereinafter "PST") will apply current best practices and recommendations from educators related to the development and management of written test products.

Methodology for Service

The project shall consist of three basic phases:

1. Test Preparation & Development
2. Test Administration (by the agency)
3. Post-Test Activities

Indemnity and Hold Harmless

The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

1. PST shall indemnify and hold harmless the County, its employees and agents from any and all costs, claims or liability arising from:
 - a. Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - b. Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that PST shall be an independent Contractor and the County shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between PST and third parties;
 - c. The alleged negligent or tortious act of PST in the provision of services under this Agreement.
 - d. Solely for the purposes of this indemnification provision, PST expressly waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties.

2. The County shall indemnify and hold harmless PST, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the County in the provision of services hereunder.
3. These indemnification provisions shall survive the expiration or termination of this Agreement.
4. 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 therefore to the extent such use is agreed to in writing by the Contractor. Preexisting materials owned by Contractor and used in the materials created for the County shall remain the property of the Contractor. This includes preexisting examination questions and materials.

TERMINATION OF THIS PROJECT

PST and the County acknowledge that either party may terminate this project at any time with or without cause. Upon termination, the County shall be liable for the amortized remainder of the professional fees, if any, from the effective date of the termination notice based on the percentage of completion of duties listed above. Also fully reimbursable are all travel expenses already incurred, if any. These include mileage, ferry, hotel, meals, parking and tolls. In the event of a termination, both parties will agree upon the fees.

SERVICES & PROFESSIONAL FEES

- **Semi-Customized Written Examination for Washington State Law Enforcement or Corrections Supervisor/Manager:** A 100-item, multiple choice, semi-customized written examination. Source materials include the attached resource list, **and 25 questions from the agency's critical policies.** This test is valid for Washington State; for a law enforcement or corrections supervisor/manager and specifically validated to your agency.

PST needs at least 3-4 weeks to develop this product. A minimum of four (4+) weeks study time is highly recommended.

What PST does:

- Provides 75 multiple choice questions from the resource list;
- Develops 30 questions from the agency's critical policies;
- Creates a draft test booklet for pilot testing by the agency;
- Creates the final test booklet and the scoresheet, makes copies for all the candidates, and ships them to the agency before the administration date;
- Scores the answer sheets, conducts an item analysis, and sends the results to the agency.

What the agency does:

- Announces the test to the candidates, provides the source material to the candidates, and arranges for the site;
- Specifically identifies the critical policies that will be tested and sends those to PST;
- Determines the span of time for the materials like the Law Enforcement Digests (LED's) Most clients choose 6-12 months;
- Reviews the policy questions, selects 25 for the test, and verifies the answers;
- Pilot tests the examination, if desired;
- Administers the test. PST can proctor the test at an additional cost;
- Sends the answer sheets to PST for scoring;
- Receives the scores and the analysis of the answers.
- Agency makes determination and decides if questions should be eliminated; and
- Notifies the candidates of their scores.

Fee: \$1490 for the first 10 candidates; \$149 each additional candidate

- **Customized Promotional Written Examination:** A 100-item, multiple choice, uniquely customized written examination that is developed from source material provided by the agency. The agency's Subject Matter Expert(s) (SME's) are used to validate the test. PST needs 8 weeks to develop this product and the SME must approve a final draft at least three weeks prior to the test date. **Fee:** \$3,950
- **Onsite Written Examination Proctoring:** Onsite written examination proctoring is available at \$100 per hour for each PST staff person required plus staff travel & per diem expenses.

Please indicate what services you have selected for this process:

**Benton County
Corrections Corporal/Sergeant**

PROMOTIONAL TESTING SERVICES DESIRED IN THIS AGREEMENT:

☒ **Semi-Customized Written Examination for Washington Law Enforcement
Agencies Corrections Supervisor/Manager - \$149.00 per candidate
(10 candidate minimum charge)**

☐ **Fully Customized Written Examination for Washington Law Enforcement
Agencies/ Corrections Supervisor/Manager - \$3,950**

Agreement & Acceptance

Please send your formal acceptance of this proposal by email, fax or mail to:

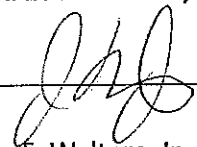
Public Safety Testing, Inc. Attn: Colleen Wilson
20818-44th Ave W., Suite 160
Lynnwood, WA 98036
Email: Colleen@PublicSafetyTesting.com
FAX: 425.776.0165

This proposal is valid for 90 days and should generally be accepted and returned to PST at least eight weeks before mutually agreed upon promotional testing dates.

Benton County, WA

PUBLIC SAFETY TESTING, INC.

By: _____



Jon F. Walters, Jr.

Print: _____

Its: Commissioner / Chairman

President

Address: P.O. Box 190

20818 - 44th Ave W, Suite 160

Prosser, WA 99350

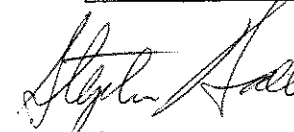
Lynnwood, WA 98036

Phone: 509-786-5600

425.776.9615

Date: _____

February 26, 2020


030220

Billing Information: (Please complete if different from contact information above)

Billing Contact Name: Tammy Dufault Title: HR/Risk Mgmt. Asst.
Kennewick, WA

Address: 7122 W. Okanogan Pl. County/State/Zip: 99336
Bldg. A.

Telephone: 509-737-2777 Email: tammy.dufault@co.benton.wa.us

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u> <u>NEEDED</u>	
Meeting Date:	<u>03/31/2020</u>	Execute Contract	
Subject:	<u>Hire funded unfilled IT Supervisor</u>	Pass Resolution	X
Prepared by:	<u>L. Wingfield</u>	Pass Ordinance	
		Pass Motion	
		Other	

BACKGROUND INFORMATION

Resolution 2019-567 stated the IT Supervisor (position number 1692) is currently open and will remain unfilled at this time. That resolution did not move any funds from the IT Supervisor position. This position has remained unfilled but funded. It is the intent of IT to hire the IT Supervisor position. The resolution is to clarify that the position may be filled since it is still a budgeted and funded position.

SUMMARY

See above.

RECOMMENDATION

Recommend the Board of Benton County Commissioners sign the resolution authorizing the IT Department to fill the budgeted and funded IT Supervisor position number 1692.

FISCAL IMPACT

No supplement required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING INFORMATION TECHNOLOGY TO FILL THE FUNDED IT SUPERVISOR POSITION NUMBER 1692.

WHEREAS, Resolution 2019-567 stated the IT Supervisor position will remain unfilled at this time; and

WHEREAS, Resolution 2019-567 or any subsequent resolutions did not transfer funds out of the IT Supervisor position number 1692 leaving it funded; and

WHEREAS, it is the intent for IT to fill the IT Supervisor position at this time; **THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorize IT to fill the budgeted, funded, and unfilled IT Supervisor position number 1692.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF APPROVING CONTRACT NUMBER: 316-46108-03 WASHINGTON STATE COVID-19 OUTBREAK EMERGENCY HOUSING GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION HOUSING ASSISTANCE UNIT, AND BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Washington State Department of Commerce provided an agreement with Benton County Department of Human Services for the Washington State COVID-19 Outbreak Emergency Housing Grant in order to provide emergency funding to respond to the Covid-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020 the Board of Benton County Commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

WHEREAS, in order to meet required deadlines to obtain funding the County Administrator executed the above agreement on March 18, 2020 under authority granted in Resolution 2020-258; and

WHEREAS, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies the Washington State COVID-19 Outbreak Emergency Housing Grant agreement, between Washington State Department of Commerce, Community Services and Housing Division Housing Assistance Unit, and Benton County Department of Human Services for a grant amount of \$707,692.00 as executed by the Benton County Administrator on March 18, 2020; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Washington State Department COVID-19 Emergency Housing Grant; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the March 15, 2020 and ends on September 30, 2020.

Dated this.....day of, 2020

Chairman

Member

Member
Constituting the Board of County

Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board



Washington State
Department of
Commerce

Grant Agreement with

Benton County Department of Human Services

through

Housing Assistance Unit

For

Washington State COVID-19 Outbreak Emergency Housing Grant

Start date: March 15, 2020

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Attachment A, Scope of Work

Attachment B, Budget

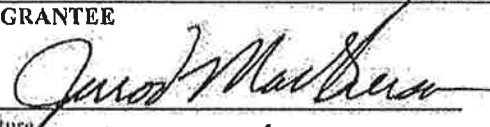
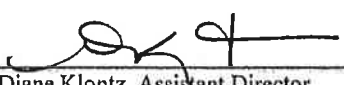
Attachment C, Covid-19 Emergency Housing Grant Guidelines

Attachment D, Grantee's Plan

FACE SHEET

Contract Number: 316-46108-03

Washington State Department of Commerce Community Services and Housing Division Housing Assistance Unit COVID-19 Outbreak Emergency Housing Grant

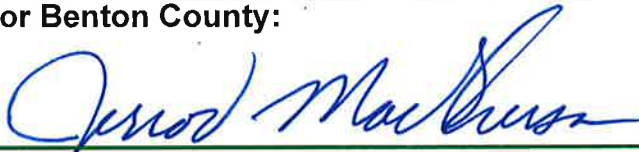
1. Grantee Benton County Department of Human Services 7102 E OKANOGAN PL STE 201 KENNEWICK, WA 99336		2. COMMERCE Additional Contact Information Tedd Kelleher, Senior Managing Director phone (360)725-2930, email: tedd.kelleher@commerce.wa.gov Kathy Kinard, Manager Phone (360) 742-2118, email: kathy.kinard@commerce.wa.gov	
3. Grantee Representative Mari Clark (509) 737-3902 mari.clark@co.benton.wa.us		4. COMMERCE Representative Jessica Simon Grant Manager 360-725-2955 Jessica.Simon@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
5. Grant Amount \$707,692	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date March 15, 2020	8. End Date September 30, 2020
9. Tax ID #	10. SWV # SWV0000322-02	11. UBI # 035000971	12. DUNS #
13. Grant Purpose Provide funding for emergency housing necessary to respond to the COVID-19 outbreak.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Washington State COVID-19 Emergency Housing Grant Guidelines, and Attachment D, Grantee's Plan.			
FOR GRANTEE  Signature Terrod MacPherson County Administrator Print Name and Title 3/18/2020 Date		FOR COMMERCE  Diane Klontz, Assistant Director Community Services and Housing Division 3/18/2020 Date APPROVED AS TO FORM ONLY Sandra C. Adix ASSISTANT ATTORNEY GENERAL March 15, 2020 APPROVAL ON FILE	

Grant Number: 316-46108-03

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
COVID-19 Outbreak Emergency Housing Grant**

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:


Chair

3/18/2020
Date

Attest:

Clerk of the Board

Approved as to form:


Dept. of Human Services

Approved as to form:


Benton Co Prosecutor's Office

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their grant information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrants/subcontracts.

3. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

4. INSURANCE

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage below under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

Non Self Insurance Program

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

The Grantee shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- Attachment B – Budget
- Attachment C, Guidelines
- Attachment D, Grantee's Plan

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

administering this Grant, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

**GENERAL TERMS AND CONDITIONS
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The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

**GENERAL TERMS AND CONDITIONS
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18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PAY EQUITY

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**GENERAL TERMS AND CONDITIONS
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24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

- B.** The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Funding is provided to Benton and Franklin Counties to respond to the COVID-19 outbreak related to public health needs of people experiencing homelessness or otherwise in need of quarantine or isolation housing due to the COVID-19 outbreak.

Activities funded under this Grant will be performed in accordance with the Washington State COVID-19 Outbreak Emergency Housing Grant Guidelines and the Grantee's Plan as may be amended from time to time, attached here to and incorporated herein as Attachments C and D.

Budget**March 15, 2020 – September 30, 2020**

Budget	Amount
For all things allowable in the COVID-19 Outbreak Emergency Housing Grant Guidelines, Attachment C.	\$392,204 - Benton <u>\$315,489 - Franklin</u> \$707,692 – Total

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED		
Meeting Date:	March 31, 2020	Execute Contract	___	Consent Agenda <u> x </u>
Subject:	Approving Scope of Work for Cisco Call Manager and Cisco Unity Voice Improvements by Compunet, Inc.	Pass Resolution	<u> x </u>	Public Hearing <u> </u>
		Pass Ordinance	___	1 st Discussion <u> </u>
		Pass Motion	___	2 nd Discussion <u> </u>
Prepared By:	Robert Heard	Other	___	Other <u> </u>
Reviewed By:	Linda Ivey\Jennifer Bowe		___	

BACKGROUND INFORMATION

On September 17, 2019, the Board signed a Resolution 2019-683 authorizing the Information Technology Department (IT) to purchase electronic data processing and telecommunication equipment for county network improvements. After the Board's approval, IT purchased voice routers to upgrade the County's phone services from legacy Primary Rate Interfaces (PRIs) to internet-based Session Initiated Protocol (SIP). During the voice router installs, Compunet, Inc which is IT's preferred State approved Cisco contracted vendor found several areas of improvement and has provided IT with a scope of work (SOW) to enhance IT's voice services to the County.

SUMMARY

Compunet, Inc. is IT's preferred State approved Cisco Contracted vendor, NASPO Contract AR233(14-19) 01114 and has provided IT with a SOW that will make improvements to the County's voice system, Cisco Call Manager and Cisco Unity. In addition, Compunet's SOW has been approved to form by the Prosecuting Attorney's Civil Department.

RECOMMENDATION

1ST Pass resolution approving the scope of work for Cisco Call Manager and Cisco Unity voice improvements.

2nd

FISCAL IMPACT

Estimated costs proposed within the SOW will be paid by Information Technology's 2019-2020 approved budget.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING SCOPE OF WORK FOR CISCO CALL MANAGER AND CISCO UNITY VOICE IMPROVEMENTS BY COMPUNET, INC.

WHEREAS, on September 17, 2019, the Board signed Resolution 2019-683 authorizing the purchase of electronic data processing and telecommunication equipment for county network improvements from Compunet, Inc.; and

WHEREAS, with the Board's authorization, Information Technology purchased voice related telecommunication equipment (voice routers) equipped to handle Session Initiated Protocol (SIP) installed February 2020; and

WHEREAS, after installing these voice routers, Information Technology's State approved Cisco certified vender NASPO Contract AR233(14-19) 01114, Compunet, Inc. found areas of improvement with the County's voice system, Cisco Call Manager and Cisco Unity; and

WHEREAS, Compunet, Inc. has provided the County with a scope of work to make enhancements to the County's voice system which includes long distance calls, voicemail, failover, caller identification, call plan consolidation, and voice system migration from the Prosser Courthouse CenturyLink's legacy Primary Rate Interface (PRI) to NexVortex's Session Initiation Protocol (SIP); and

WHEREAS, the scope of work proposed by Compunet, Inc. has been approved to form by the Prosecuting Attorney's Civil Department, NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the scope of work for Cisco Call Manager and Cisco Unity voice improvements by Compunet, Inc. in an amount not to exceed \$11,500 excluding Washington State Sales Tax;

BE IT FURTHER RESOLVED, the amount of \$11,500 excluding Washington State Sales Tax will be paid out of Information Technology Department's 2019-2020 approved budget.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington



CompuNet, Inc.

STATEMENT OF WORK

Clean up Configuration of Call Manager

SOW # 644944

BENTON COUNTY

February 25, 2020

Prepared for: Benton County 620 Market Street Prosser, WA 99350	Prepared by: CompuNet, Inc. 1326 N. Whitman Lane Liberty Lake, WA 99019
---	---

SOW #644944 – Clean up Configuration of Call Manager – Benton County

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SOW #644944 – Clean up Configuration of Call Manager – Benton County

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CLIENT

Benton County
620 Market Street
Prosser, WA 99350

This Statement of Work ("SoW") is entered into and effective as of the date of signature, by and between **CompuNet, Inc.**, and **Benton County** – herein referred to "CLIENT".

PRIMARY CONTACTS

Unless specified otherwise in writing, the primary contacts for the Client and CompuNet shall be as listed in the following table. All project deliverables, requested changes or modifications to scope, should be directed to the following contacts listed below.

Primary Client Contact		CompuNet Engineering Contact	
Contact Name	Robert Heard	Contact Name	Jim Sweeden
Phone Number	509.737.3529	Phone Number	509.795.8272
Email Address	Robert.Heard@co.benton.wa.us	Email Address	jsweeden@compunet.biz

Additional Client Contact		CompuNet Sales Account Manager	
Contact Name	N/A	Contact Name	Mitch Peterson
Phone Number	N/A	Phone Number	509.795.8255
Email Address	N/A	Email Address	mpeterson@compunet.biz

RECORD OF REVISIONS

Rev	Date	Pages Affected	Summary of Technical Changes
1	2.25.2020	All	Initial document release.

EXECUTIVE SUMMARY

Benton County uses Cisco Call Manager for their voice solution. The database is cluttered with configuration that is no longer necessary. The system needs to be assessed and invalid data removed from the configuration.

PROJECT OVERVIEW

CompuNet will assess the health of the system, identify which areas need attention, develop a plan to modify the configuration accordingly. Complete testing and verification of all changes and of the system performance will be performed.

SOW #644944 – Clean up Configuration of Call Manager – Benton County

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PROJECT SCOPE

SYSTEM ANALYZE, MODIFY AND TEST

- The primary area of concern is the dial plan. The dial plan was designed to do tail end hop off to prevent long distance charges between Prosser and Tri-Cities. This is no longer an issue since the county has moved to a SIP provider and there is no additional charge for long distance
- We need to test failover between the gateways and NexVortex. It doesn't appear that we are failing over correctly when there is a loss of service at one of the primary locations
- The outgoing caller ID options need to be revamped as a result of changes that were already made to accommodate the conversion to SIP
- Analyze the following configuration to determine what portions are no longer necessary and determine the best method of consolidation:
 - Device Pools
 - Regions
 - Locations
 - Partitions
 - Calling Search Spaces
 - Translation Patterns
 - Transformation Patterns
- A plan will be made to make the appropriate changes in a maintenance window after hours to avoid service interruption.
- CompuNet will coordinate porting over the Prosser CenturyLink DID's to NexVortex

DOCUMENTATION

- Provide Client with documentation of changes to their environment
- Obtain Client sign off and project close out

OUTAGES

- Outages will be required with this Statement of Work
 - Date and time of outages will be determined by project and Client schedule

ENGAGEMENT AND FEE SCHEDULE

SCHEDULE

Estimated Project Start Date: TBD

Estimated Project Completion Date: TBD

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COMPUNET PROFESSIONAL SERVICES FEE

For the scope of work outline in this SoW, the charge will be based on a prepaid block of hours.

- The hourly rate will be **\$225.00** per hour

CompuNet estimates this engagement to take approximately **51** hours, but the engagement could exceed this time frame depending on unforeseen conditions that may present themselves during the course of completing this scope of work. Total fees under this SoW shall not exceed **\$11,500.00** (51 total hours) without a duly executed amendment to the SoW.

These hours to be purchased as a block of hours, for a total of **\$11,500.00** and will be invoiced once the Statement of Work is signed. The **51** hours will be placed in a block and the actual hours used will be decremented from the block at the rate of **\$225.00** per hour. If the block of hours should fall below zero (\$0.00) and there is more work to be done, the Client will be asked to add to the block to bring it back to a positive balance. If there are hours remaining on the block after the work is completed, then the remaining hours can be used for future projects.

EXPENSES AND TRAVEL TIME

- Expenses and travel time will not be billed to the Client in conjunction with this Statement of Work

CONDITIONS OF AGREEMENT

- CompuNet will require access to facilities and Client owned network equipment on an "as needed" basis and during regular business hours only. Should access be needed outside of standard business hours, prior arrangements must be made with both a CompuNet associate and the Client.
- If for any reason the scope of work outlined in this SOW should take longer than 30 days to complete, the project will become subject to progress billing on a monthly basis
 - Monthly invoices will be based on the percentage of the project that is complete
- *CompuNet contract services invoiced as Net 30 unless other arrangements are agreed upon prior to sign off of this contract.*
- CompuNet will make prior arrangements with the appropriate Client IT onsite staff to be available as needed during the installation.
- CompuNet provides appropriate personnel to perform the services specified in the Project Scope section above.
- Client will designate a single point of contact (Project Manager) for all matters relating to this engagement.
- Client will provide required access to facilities and network equipment, both physical and remote, as needed for a successful engagement by the CompuNet engineer.
- Client will provide all existing configurations and pertinent network diagrams prior to installation
- Services to be performed during normal business hours (8:00 AM to 5:00 PM, local time), Mon – Fri, unless Client policies require off-hours deployment, in which case such time will be scheduled with CompuNet engineer
- Custom configuration work and training can be provided outside the scope of this engagement on a time & expense basis.
- Training and shadowing will be provided to assigned Client IT staff during implementation process
- Upon project completion, Client sign off is required to indicate acceptance that the scope of work has been completed.
- Any additions or changes to this Statement of Work must be mutually agreed upon by CompuNet and Client in a separate CompuNet Statement of Work detailing the proposed changes, the impact of the

SOW #644944 – Clean up Configuration of Call Manager – Benton County

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proposed change on pricing and schedule, and other relevant terms. Depending on the scope of such additions or changes, Client may be required to agree to CompuNet's then-current standard terms and conditions for professional services. Such changes include, but are not limited to:

- o Any additional hardware configuration not listed in this document.
- o Modification of the Client's application software.
- o Development of custom solutions including scripting.

SIGNOFF AND AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Statement of Work to be duly executed. If the Client will be issuing a Purchase Order in place of signing the SOW, the Purchase Order must reference the SOW ticket number from the cover page in order for the Purchase Order to be accepted by CompuNet. If the Client is approving this SOW via email, the email must reference the SOW ticket number from the cover page.

Client Authorized Representative

Date



3/2/2020

CompuNet, Inc. Authorized Representative
Thomas McFarlin, Vice President of Operations

Date

SOW #644944 – Clean up Configuration of Call Manager – Benton County

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NVP #AR233 (14-19)

Participating Addendum for WA #01114

Contract Start Date: 5/14/2014

Contract End Date: 5/31/2020

Price Lists

✓ Resellers

Authorized NVP Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the **Partner Locator Tool**.

Interested in becoming an Authorized Reseller? Join Interest List

Reset

LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESS

PARTNER CONTACT
INFORMATION

Denali Advanced Integration

17735 NE 65th St, Suite 130
Redmond WA 98052
Phone: 425-885-4000
Fax: 425-467-1127
Federal ID # 26-1460116

REMIT-TO:

Denali Advanced Integration
17735 NE 65th St, Suite 130
Redmond WA 98052
Phone: 425-885-4000

CUSTOMER ORDERS:**Mark Smith**

17735 NE 65th St, Suite 130
Redmond WA 98052
Phone: 360-348-2162

Cust Srvc/ESCALATIONS:**Sales Support**

Phone: 425-943-5560

CDW Government LLC *

230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 847-465-6000
Toll Free: 800-808-4239
Fax: 847-968-0978
Federal ID #38-3679518

*Authorized Sourcefire Reseller

REMIT-TO:

CDW
75 Remittance Dr.
Suite 1515
Chicago, IL 60675-1515

CUSTOMER ORDERS:**Rodger White**

230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Phone: 312-705-9090

Cust Srvc/ESCALATIONS:**Rodger White**

Phone: 312-705-9090

LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESS

PARTNER CONTACT
INFORMATION

Centurylink Communications, LLC

100 CenturyLink Drive
Monroe, LA 71203
Phone: 360-754-3115
Federal ID #04-6141739

REMIT-TO:

Patricia Peterson
Business Analyst
555 Lake Border Dr
Apopka, FL 32703

CUSTOMER ORDERS:**Wendy Rawlings**

2404 Heritage Court SW
Room 300 (3rd Floor)
Olympia, WA 98502
Phone: 360-754-5957

Cust Srvc/ESCALATIONS:**Bobby Cox**

Phone: 360-754-3218

Cerium Networks, Inc.

1636 West 1st Avenue
Spokane, WA 99201
Phone: 509-536-8610
Toll Free: 800-217-0933
Fax: 509-536-8633
Federal ID #91-2059896

REMIT-TO:

Dan Jondal
Controller
1636 W 1st Ave
Spokane, WA 99201

CUSTOMER ORDERS:**Steve Fisher**

1636 W 1st Ave
Spokane, WA 99201
Phone: 509-232-2269

Cust Srvc/ESCALATIONS:**Roger Junkermier**

Phone: 509-536-8656

CompuNet, Inc.

2264 S. Bonito Way Ste 150
Meridian, ID 83642
Phone: 208-286-3000
Fax: 208-286-3002
Federal ID #82-0505536

REMIT-TO:

remit@compunet.biz
PO Box 410802
Salt Lake City, UT 84141-0802

CUSTOMER ORDERS:**Dominic Casey**

1326 N. Whitman Lane
Liberty Lake, WA 99019
Phone: 509-795-8270

Cust Srvc/ESCALATIONS:**Dominic Casey**

Phone: 509-795-8270

LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESSPARTNER CONTACT
INFORMATION

ConvergeOne, Inc.
3344 Highway 149
Eagan, MN 55121
Phone: 651-393-6237
Fax: 651-994-6801
Federal ID #: 41-1763228

REMIT-TO:
NW 5806, PO Box 1450
Minneapolis, MN 55485
Phone: 888-321-6227

CUSTOMER ORDERS:
Pam Damer
3344 Highway 149
Eagan, MN 55121
Phone: 763-318-2108
Cust Svc/ESCALATIONS:
Pam Damer
Phone: 763-318-2108

Ednetics Incorporated
971 S Clearwater Loop
Post Falls, ID 83854
Phone: 208-777-4709
Toll Free: 888-809-4609
Fax: 208-777-4708
Federal ID #84-1408391

REMIT-TO:
971 S Clearwater Loop
Post Falls, ID 83854
Phone: 208-777-4709

CUSTOMER ORDERS:
Sales Support Team
971 S Clearwater Loop
Post Falls, ID 83854
Phone: 208-777-4709
Cust Svc/ESCALATIONS:
Sales Support Team
Phone: 208-777-4709

VOXY Consulting LLC
5400 Carillon Point
Kirkland, WA 98033
Phone: 425-576-4221
Fax: 866-554-0536
Federal ID #20-5369559

REMIT-TO:
Lori Ireton
Vice President
P.O. Box 101264
Pasadena, CA 91189

CUSTOMER ORDERS:
Karrie McMahon
5400 Carillon Point
Kirkland, WA 98033
Phone: 206-226-8018
Cust Svc/ESCALATIONS:
Lori Wilcox
Phone: 425-638-9612

LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESSPARTNER CONTACT
INFORMATION**Leverage Information Systems, Inc.**

18815 - 139th Ave NE, Suite B
Woodinville, WA 98072
Phone: 425-420-1400
Toll Free: 800-825-6680
Fax: 425-485-9400
Federal ID #91-1607710

REMIT-TO:

Louie Hackett
P.O. BOX 630
Woodinville, WA 98072

CUSTOMER ORDERS:

Kristina Apostolopoulos
18815 - 139th Ave NE, Suite B
Woodinville, WA 98072
Phone: 425-420-1464
Cust Svc/ESCALATIONS:
Kristina Apostolopoulos
Phone: 425-420-1464

PC Specialists, Inc.

dba TIG
10240 Flanders Court
San Diego, CA 92121
Phone: 858-566-1900
Toll Free: 800-858-0549
Fax: 858-566-8794
Federal ID #95-3825596

REMIT-TO:

TIG
PO Box 85244
San Diego, CA 92121
Phone: 858-566-1900 Ext.3604
Toll Free: 800-858-0549

CUSTOMER ORDERS:

Duane Oertell
1599 Oak Street
Eugene, OR 97401
Phone: 541-242-1000
Cust Svc/ESCALATIONS:
Duane Oertell
Phone: 541-242-1000

Presidio Networked Solutions, Inc. *

7701 Las Colinas Ridge #600,
Irving, TX 75063
Phone: 469-549-3800
Fax: 469-549-3888
Federal ID #58-1667655

*Authorized Sourcefire Reseller

REMIT-TO:

Mona Duke
P.O. Box 677638
Dallas, TX 75267-7638
Phone: 469-549-3884

CUSTOMER ORDERS:

Brandon Vask
10655 NE 4th Street, Suite 212
Bellevue, WA 98004
Phone: 503-594-0380
Cust Svc/ESCALATIONS:
Tom Falk
Phone: 425-468-6452

LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESSPARTNER CONTACT
INFORMATION**Right! Systems, Inc. ***

2600 Willamette Drive NE
Olympia, WA 98516
Phone: 360-956-0414
Toll Free: 800-571-1717
Fax: 360-956-0336
Federal ID #91-1603597

*Authorized Sourcefire Reseller

REMIT-TO:

Pat Bolender
P.O. Box 11626
Tacoma, WA 98411

CUSTOMER ORDERS:

Danielle Swilley
2600 Willamette Drive NE
Lacey, WA 98516
Phone: 360-292-7615
Cust Svc/ESCALATIONS:
KJ Noll
Phone: 360-528-8597

Semaphore Corporation

9675 SE 36th Street, Suite 110
Mercer Island, WA 98040
Phone: 206-905-5000
Fax: 206-905-5001
Federal ID #91-1705806

REMIT-TO:

Rita Coss
9675 SE 36th Street, Suite 110
Mercer Island, WA 98040
Phone: 206-905-5000

CUSTOMER ORDERS:

Rita Coss
9675 SE 36th Street, Suite 110
Mercer Island, WA 98040
Phone: 206-905-5000
Cust Svc/ESCALATIONS:
Garth Brown
Phone: 206-905-5010

Sirius Computer Solutions, Inc.

10100 Reunion Place, Suite 500
San Antonio, TX 78216
Phone: 210-369-8000
Fax: 866-313-0960
Federal ID # 74-2836721

REMIT-TO:

Sirius Computer Solutions, Inc.
PO Box 202289
Dallas, TX 75320-2289
Phone: 210-369-8000

CUSTOMER ORDERS:

Phyllis (PJ) Byrd
10100 Reunion Place, Suite 500
San Antonio, TX 78216
Phone: 210-369-0617

Cust Svc/ESCALATIONS:

Phyllis (PJ) Byrd
Phone: 210-369-0617

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
enter search term	
World Wide Technology, Inc. * 60 Weldon Parkway Maryland Heights, MO 63043 Phone: 314-919-1400 Toll Free: 800-432-7008 Fax: 314-919-1409 Federal ID #43-1912895 *Authorized Sourcefire Reseller	REMIT-TO: Carol Harting 60 Weldon Parkway Maryland Heights, MO 63043 Phone: 314-995-6103 CUSTOMER ORDERS: Carol Harting 60 Weldon Parkway Maryland Heights, MO 63043 Phone: 314-995-6103 Cust Srvc/ESCALATIONS: Carol Harting Phone: 314-995-6103

Zones LLC 1102 15th Street S.W., Suite 102 Auburn WA 98001 Phone: 253-205-3000 Toll Free: 800-381-9663 Fax: 253-205-2596 Federal ID #91-1431894	REMIT-TO: Ray Baker 1102 15th Street S.W., Suite 102 Auburn WA 98001 Phone: 253-205-3637 CUSTOMER ORDERS: Kevin McGowan 1102 15th Street S.W., Suite 102 Auburn WA 98001 Phone: 253-205-3596 Cust Srvc/ESCALATIONS: Ray Baker Phone: 253-205-3637
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- ✓ Documents
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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

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
527.100	1621	Service Learning Program F	\$32,000	527.100	1905	Temporary Help	\$50,000
527.100	1630	Detention Officer	\$40,000	527.100	1925	Overtime	\$42,527
527.100	1653	Counselor II	\$8,561				
527.100	1667	Counselor II	\$11,966				
TOTAL			\$92,527	TOTAL			\$92,527

Explanation:

This LIT is necessary to move additional funds into the overtime and temporary help line items. Juvenile has had a difficult time finding eligible applicants to fill two positions that have been vacant for several months. Juvenile also has two staff members out on workman's comp and FMLA, and this has caused additional funding needs in 1905 and 1925.

Prepared by: Date: Approved ☐Denied ☐Date: Chairman Member Member

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: FC 03/10/20 BC 03/24/20	Executive Contract XX	PUBLIC HEARING
SUBJECT: Personal Services Contract Amendment No.1 with Connections Consulting MA LLC	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Rosa Garcia	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

Connections Consulting MA LLC has a Contract with the Benton-Franklin Counties Juvenile Justice Center via Benton County Resolution 2019 776 and Franklin County Resolution 2019 318.

SUMMARY

Contractor has requested to have the contract reflect recently married name of Maria Knight and reflect the agreed increase rate of \$60.00 per hour. Contract Amendment No. 1 replaces the language of Sections 3.a., "Contract Representatives" and 4.a. "Compensation".

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract Amendment No. 1 between Connections Consulting MA LLC and Benton-Franklin Counties Juvenile Justice Center to update Contractor's name and rate increase.

COORDINATION

Coordination of the contract occurred as follows: Rosa Garcia, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney, who reviewed the contract as to form; Maria Knight, Owner of Connections Consulting MA LLC and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

Contractor will be receiving an increase rate from \$55 per hour to \$60 per hour. The contract total of \$180,000.00 will remain the same.

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 the Personal Services Contract Amendment No. 1 with connections Consulting.

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 AMENDMENT NO. 1 OF THE PERSONAL SERVICE CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC FOR INTERPRETER SERVICES

WHEREAS, The Benton-Franklin Counties Juvenile Justice Center has a contract with Connections Consulting MA LLC via Benton County Resolution No. 2019 776, executed on December 29, 2019, and Franklin County Resolution No. 2019 318, executed on October 22, 2019, and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court believes it is in the best interest of the Juvenile Justice Center that Sections 3.a. ("Contract Representative") and 4.a. ("Compensation") is replaced with the language of contract Amendment No. 1; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concurs with the Juvenile Administrator's recommendation and hereby approves the Personal Services Contract Amendment No. 1 between Connections Consulting MA LLC and Benton Franklin Counties Juvenile Justice Center for a consideration amount that remains unchanged; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Service Contract Amendment No. 1; and

BE IT FURTHER RESOLVED, the term of the current contract commences on January 1, 2020 and expires on December 31, 2021.

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

JUDGES
Hon. Carrie L. Runge
Hon. Cameron Mitchell
Hon. Bruce A. Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

AMENDMENT NO. 1 TO PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC

This Amendment No. 1 to the Personal Services Contract (the "Amendment") is entered into by and between Connections Consulting MA LLC and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Personal Service Agreement between Connections Consulting MA LLC and the Counties, (corresponding to Benton County Resolution No. 2019 776 and executed on October 29, 2019, and Franklin County Resolution No. 2019 318 and executed on October 22, 2019), hereinafter referred to as the "Existing PSA", the parties agree **Section 3.a., Contract Representatives** and **Section 4.a., Compensation**; of said Existing PSA shall be replaced with the following:

3. CONTRACT REPRESENTATIVES:

a. For CONTRACTOR:

Name:	Maria Knight, Owner Connections Consulting MA LLC
Address:	164 Columbia Rd., POB 136 Burbank, WA 99323
Phone:	(509) 947-2338
Cell Phone:	(509) 567-7037
Email:	mavera@connections-consulting.com

4. COMPENSATION:

- a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

Connections Consulting MA LLC	Benton-Franklin Counties Juvenile Justice Center
<u>Maria Knight</u> <u>2/21/2020</u> Maria Knight, Date Owner	<u>Darryl Banks</u> <u>2-20-2020</u> Darryl Banks, Date Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form: <u>Stephen Hallstrom</u> <u>02/10/20</u> Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ Civil Deputy Prosecuting Attorney Date By: _____ Title: <u>Chairman, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____

AGENDA ITEM	TYPE OF ACTION	Consent Agenda X
MTG. DATE: next available date	NEEDED	Public Meeting
SUBJECT: Final Plat of Dove Ridge - SUB 2019-007	Execute Contract	1st Discussion
MEMO DATE: March 13, 2020	Pass Resolution X	2nd Discussion
Prepared By: Greg Wendt	Pass Ordinance	Other
	Pass Motion X	
	Other	

BACKGROUND INFORMATION

On January 15, 2019, the Benton County Board of County Commissioners approved the preliminary plat of Dove Ridge - SUB 2019-007, a subdivision of approximately 16.78 acres into 56 residential lots with an average lot size of 10,823 square feet. The proposed preliminary plat is generally located along the south side of 10th Avenue and is northwest of Clodfelter Road (Parcel Number 1-1288-100-0007-001).

The preliminary plat was approved subject to sixteen (16) Findings of Fact and twelve (12) Conditions of Approval. Those twelve (12) conditions have been completed for the Final Plat of Dove Ridge and the final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. It has been determined that the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied.

The Final Plat of Dove Ridge is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Dove Ridge - SUB 2019-007 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat.

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners approves the Final Plat of Dove Ridge - SUB 2019-007 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF DOVE RIDGE - SUB 2019-007

WHEREAS, on Jan 15, 2020, the Board of County Commissioners approved the preliminary plat of Dove Ridge - SUB 2019-007; and,

WHEREAS, on Tuesday, _____, 2020, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Dove Ridge - SUB 2019-007; and,

WHEREAS, the Board of County Commissioners have reviewed the Planning Department's recommendation and have determined the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Dove Ridge - SUB 2019-007 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Dove Ridge-SUB 2019-007, NOW THEREFORE,

BE IT RESOLVED that the final plat of Dove Ridge - SUB 2019-007 is approved and the Chairman so indicate by signing the plat.

Dated this _____ day of _____ 2020.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....

Clerk of the Board
Pln-1/Pub Wrks

GW/djh

FINAL PLAT OF
DOVE RIDGE

LOCATED IN A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 8 NORTH,
RANGE 28 EAST OF THE WILLAMETTE MERIDIAN,
BENTON COUNTY, WASHINGTON.

LEGEND & ABBREVIATIONS

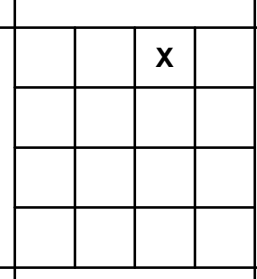
- INDICATES SET 3" BRASS CAP WITH PUNCH IN CONCRETE CASE AND COVER STAMPED: "46318 2020"
- SET 5/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED: "MATARAZZO 46318" IN THIS PLAT
- SET SCREW WITH 1" BRASS WASHER STAMPED: "MATARAZZO 46318". SEE NOTE THIS SHEET FOR ADDITIONAL DESCRIPTION
- FOUND 5/8" REBAR WITH WORLEY CAP OR AS NOTED
- FOUND (FND) 3" BRASS CAP AS NOTED
- CALCULATED POINT, NOT FOUND OR SET
- DENOTES MEASURED & RECORD DIMENSION PER INDICATED SURVEY REFERENCE, SEE LIST THIS SHEET
- FND FOUND
- MRK'D MARKED
- AC. ACRES
- AUDITOR FILE NUMBER
- C# DENOTES CURVE DATA, SEE TABLE
- L# DENOTES LINE DATA, SEE TABLE
- R/W DENOTES RIGHT OF WAY DEDICATED BY THIS PLAT
- S.F. SQUARE FEET
- SEC. SECTION
- SD ESMT STORM DRAIN LINE EASEMENT
- EXST RW EXISTING RIGHT-OF-WAY
- SW, UTIL & IRR ESMT SIDEWALK, UTILITY & IRRIGATION EASEMENT
- UTIL ESMT UTILITY EASEMENT
- (VOL., PG.) VOLUME, PAGE
- SECTION OF SECTION SUB-DIVISION LINE
- EXISTING RIGHT-OF-WAY
- PLAT BOUNDARY
- RIGHT-OF-WAY DEDICATED BY THIS PLAT
- RIGHT-OF-WAY CENTERLINE
- NEW LOT LINE
- EXISTING EASEMENT
- EASEMENT DEDICATED BY THIS PLAT
- EXIST. LOT/PROPERTY LINE(ADJACENT)

EASEMENT REFERENCES:

- 1 EXISTING 20 FOOT WIDE BPA ACCESS EASEMENT PER AFN 692851.
- 2 1 FOOT NO ACCESS EASEMENT HEREBY DEDICATED.
- 3 18 FOOT SIDEWALK, UTILITY & IRRIGATION EASEMENT (TYPICAL ALONG LOT FRONTAGE WITHIN THIS FINAL PLAT) HEREBY DEDICATED.
- 4 10 FOOT POWER EASEMENT HEREBY DEDICATED.
- 5 15 FOOT POWER EASEMENT HEREBY DEDICATED.
- 6 15 FOOT BPA ACCESS EASEMENT HEREBY DEDICATED. SEE DETAIL "B" THIS SHEET.

NOTE:
SEE SHEET 2 FOR LEGAL DESCRIPTION, DEDICATION & ACKNOWLEDGEMENTS

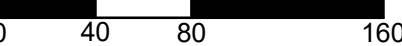
SECTION DIAGRAM



SECTION 12
T 8 N, R 28 E



Scale 1" = 80'



BASIS OF BEARINGS

WASHINGTON STATE PLANE GRID, SOUTH ZONE, A BEARING OF S 86°07'47" W WAS HELD ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12 OF TOWNSHIP 8 NORTH IN RANGE 28 EAST OF THE WILLAMETTE MERIDIAN. DISTANCES SHOWN HEREIN ARE TRUE GROUND LENGTHS.

SURVEY REFERENCES

- (R1) RECORD OF SURVEY 3212, AFN 2003-035115 BY CHRISTENSON.
- (R2) SHORT PLAT 1269, AFN 866254 BY CHRISTENSON.
- (R3) SHORT PLAT 337, AFN 725132 BY BECKER.
- (R4) RECORD OF SURVEY 4524, AFN 2014-02285 BY SHEA.
- (R5) AMENDED FINAL PLAT OF CANYON RANCH PHASE 9, AFN 2019-003251 BY RUSSUM.
- (R6) SHORT PLAT 2849, AFN 2005-002821 BY STRASSER.
- (R7) SURVEY 1540, AFN 92-12139 BY SYKES.

FRONTAGE PROPERTY PIN NOTES:

1 - FRONT PROPERTY CORNERS AT SIDE LOT LINES ARE REFERENCED WITH A SCREW W/ 1" WASHER STAMPED "MATARAZZO 46318", WHICH IS SET IN THE CENTER OF CURB ON PROJECTIONS OF THE LOT LINES FROM THE REAR PROPERTY CORNER MONUMENTATION. SCREWS SO SET ARE GOOD FOR LINE BUT NOT FOR DISTANCE.

LINE	BEARING	DISTANCE
L1	N52°48'30"E	135.00'
L2	S37°11'32"E	25.37'
L3	N51°40'19"E	77.97'
L4	S51°40'19"W	48.39'
L5	S51°40'19"W	29.58'
L6	S51°40'19"W	53.54'
L7	S52°48'30"W	3.16'
L8	S37°11'32"E	25.37'
L9	N51°40'19"E	3.39'
L10	N51°40'19"E	3.39'
L11	N00°47'08"W	30.73'
L12	N87°05'25"E	24.18'
L13	N87°02'03"E	37.94'
L14	N87°02'03"E	33.94'
L15	S53°49'34"W	45.11'
L16	S53°49'34"W	45.11'
L17	N53°49'34"E	30.67'
L18	S00°47'08"W	54.28'
L19	S00°47'08"W	90.27'
L20	N00°47'08"W	69.01'
L21	S00°47'08"E	93.24'
L22	N00°47'08"W	69.01'
L23	S00°47'08"E	96.65'
L24	S00°47'08"E	70.01'
L25	S00°47'08"E	70.01'
L26	S00°47'08"E	85.12'
L27	N00°47'08"W	70.01'
L28	N00°47'08"W	70.01'
L29	S00°47'08"E	70.01'
L30	S51°39'37"W	48.61'
L31	S38°19'41"E	15.61'
L32	S58°19'41"E	31.00'
L33	N03°44'54"W	43.00'
L34	N03°52'13"W	40.21'
L35	S56°38'00"W	3.56'
L36	N87°05'25"E	36.28'
L37	N56°38'00"E	49.45'
L38	S18°20'03"W	50.81'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	RECORD LENGTH
C1	119.31'	75.01'	122.11'	S42°27'48"	S21°08'07"E	72.35'
C2	73.45'	75.01'	52°27'27"	N25°26'36"E	66.30'	
C3	68.67'	75.01'	92°10'49"	N46°52'32"W	108.07'	
C4	120.67'	250.02'	35°21'44"	S69°21'11"W	151.87'	
C5	154.31'	75.01'	90°00'00"	S08°40'09"W	106.08'	
C6	117.83'	75.01'	90°00'21"	S08°40'09"W	106.08'	
C7	117.83'	75.01'	90°00'21"	S08°40'09"W	106.08'	
C8	277.69'	3779.73'	41°12'34"	S88°13'52"W	277.62'	(277.74' R1)
C9	111.66'	3779.73'	141°33'	N89°29'22"E	111.65'	
C10	128.25'	3779.73'	156°39'	N87°40'16"E	128.25'	
C11	37.78'	3779.73'	05°34'22"	S86°24'46"W	37.78'	
C12	47.45'	25.00'	108°44'42"	N31°45'14"E	40.64'	
C13	35.55'	25.00'	81°28'23"	S53°08'14"E	32.63'	
C14	28.01'	102.11'	15°42'55"	N30°28'35"W	27.92'	
C15	64.32'	142.11'	25°56'00"	S23°22'02"E	63.78'	
C16	39.27'	25.00'	89°59'39"	N83°19'51"W	35.36'	
C17	71.69'	95.01'	43°13'52"	N73°17'16"E	70.00'	
C18	34.52'	95.01'	20°49'12"	N74°41'13"W	34.33'	
C19	27.45'	25.00'	62°54'53"	S84°15'57"W	26.10'	
C20	50.11'	55.00'	52°12'06"	S78°54'33"W	48.40'	
C21	58.42'	55.00'	60°50'53"	S44°33'57"E	55.71'	
C22	56.11'	55.00'	58°26'44"	N15°04'51"E	53.71'	
C23	94.57'	55.00'	98°30'14"	S86°26'40"E	83.34'	
C24	87.49'	55.01'	91°08'08"	S82°45'37"E	78.56'	
C25	59.28'	25.00'	90°00'21"	N08°40'09"E	35.36'	
C26	36.05'	25.00'	82°37'12"	S02°58'34"W	33.01'	
C27	44.96'	95.01'	27°06'39"	N30°43'50"E	44.54'	
C28	29.78'	95.01'	17°57'39"	N08°11'42"E	29.66'	
C29	52.76'	25.00'	120°58'02"	S81°12'27"W	43.50'	
C30	20.87'	55.01'	21°32'03"	S09°58'54"W	20.55'	
C31	46.41'	95.01'	27°59'12"	S1°46'43"E	45.95'	
C32	37.88'	95.01'	22°50'33"	N40°11'36"W	37.63'	
C33	35.86'	95.01'	21°37'35"	S62°25'39"E	35.65'	
C34	32.71'	95.01'	19°43'30"	N83°06'12"W	32.55'	
C35	86.49'	55.01'	92°10'49"	S46°52'32"E	78.25'	
C36	55.19'	270.02'	11°42'35"	N81°10'46"E	55.09'	
C37	53.08'	270.02'	11°15'48"	S69°41'34"W	53.00'	
C38	58.39'	270.02'	12°23'21"	S57°52'00"W	58.27'	
C39	25.58'	230.02'	6°22'16"	N85°50'55"E	25.56'	
C40	76.87'	230.02'	19°08'45"	S71°19'20"W	76.52'	
C41	39.51'	230.02'	9°50'33"	N56°35'36"E	39.47'	
C42	39.27'	25.00'	90°00'00"	N83°19'41"W	35.36'	
C43	39.27'	25.00'	90°00'00"	S06°40'19"W	35.36'	
C44	27.04'	95.01'	16°18'32"	S30°10'25"E	26.95'	
C45	40.67'	95.01'	24°31'32"	N09°45'23"W	40.36'	
C46	34.53'	95.01'	20°49'29"	S12°55'08"W	34.34'	
C47	37.89'	95.01'	22°51'02"	S34°45'23"W	37.64'	
C48	9.10'	95.01'	52°29'25"	S48°55'37"W	9.10'	
C49	86.40'	55.01'	90°00'00"	N06°40'19"E	77.79'	
C50	95.01'	31°48'23"	S52°49'08"W	52.01'		
C51	74.42'	95.01'	44°52'38"	S02°32'22"E	72.53'	
C52	22.15'	95.01'	13°21'21"	S31°39'22"E	22.10'	
C53	86.41'	55.01'	90°00'21"	S06°40'09"W	77.79'	
C54	37.11'	25.00'	85°02'19"	N80°50'50"W	33.79'	

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF PBS ENGINEERING AND ENVIRONMENTAL AT _____ MINUTES PAST _____, THIS DAY OF _____, 2020, AND RECORDED IN VOLUME _____ OF PLATS AT PAGE _____ RECORDS OF BENTON COUNTY, WASHINGTON.

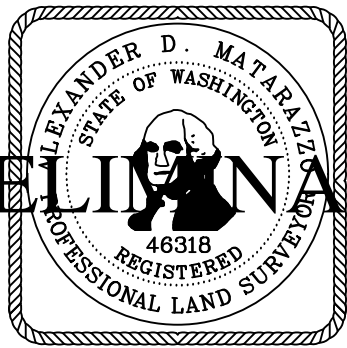
SURVEYOR'S CERTIFICATE

I, ALEX D. MATARAZZO, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF DOVE RIDGE IS BASED UPON AN ACTUAL SURVEY OF THE ABOVE DESCRIBED PROPERTY; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT THE MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

ALEXANDER D. MATARAZZO, PLS
REGISTRATION No. 46318

DATE

PRELIMINARY

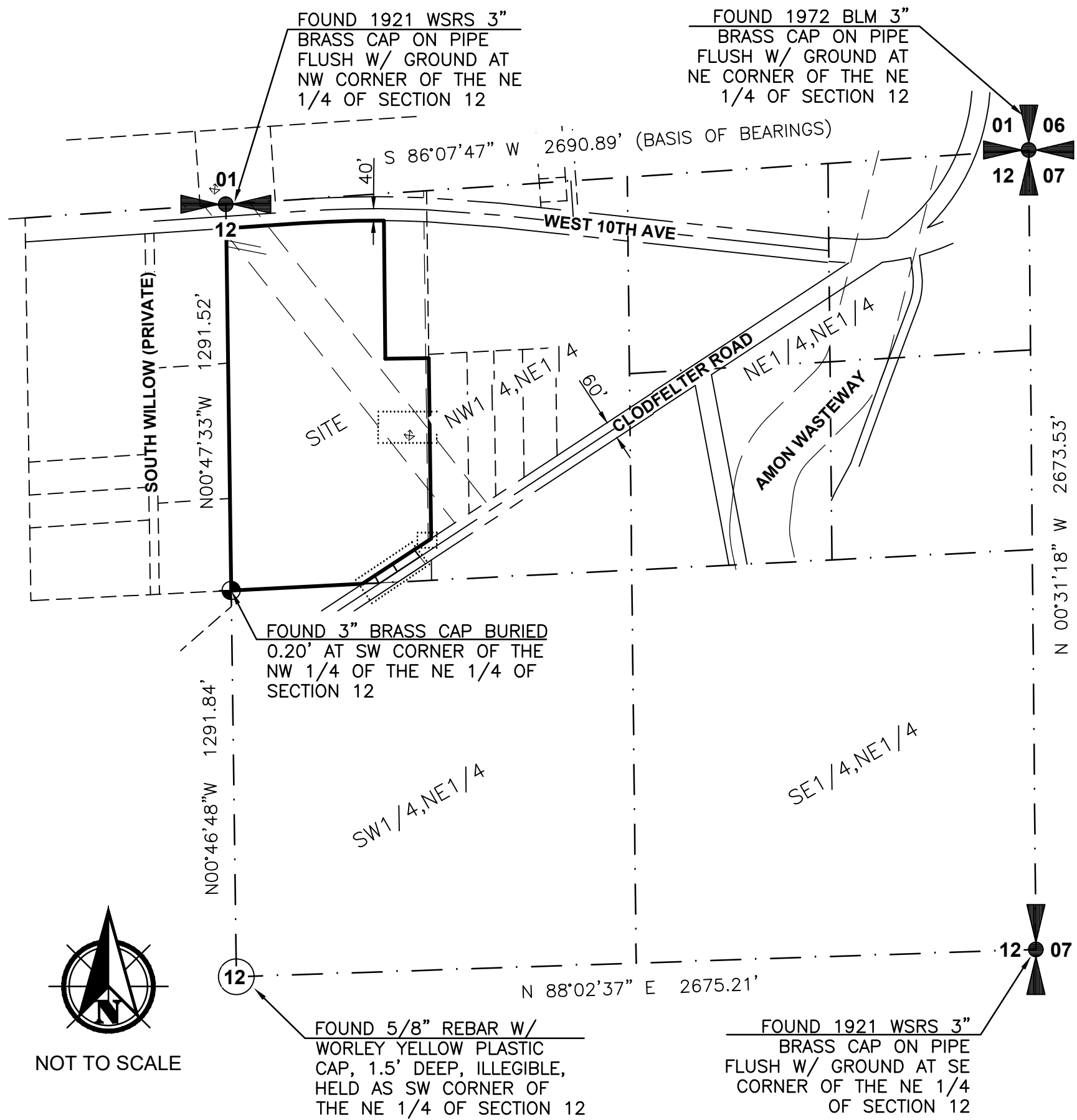


02/14/2020



PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: RP DEVELOPMENT	PROJECT NO.: 66201
SURVEYOR: ALEXANDER D. MATARAZZO	DATE: 02/14/2020
CALC BY: ADM	DRAWN BY: DWW
SECTION: 12	TOWNSHIP: 8 NORTH
CITY: KENNEWICK	COUNTY: BENTON
	SHEET 1 OF 2



SECTION DETAIL

LEGAL DESCRIPTION

(AS SHOWN PER TICOR TITLE COMPANY GUARANTEE ORDER No. 471909474 EFFECTIVE NOVEMBER 25, 2019 AT 12:00 AM)

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF BADGER ROAD AND LYING NORTHWESTERLY OF CLODFELTER ROAD; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 00°07'48" EAST, ALONG THE EAST LINE OF SAID SUBDIVISION, FOR 103.62 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF BADGER ROAD AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°07'48" EAST, ALONG SAID EAST LINE, FOR 456.01 FEET; THENCE SOUTH 89°52'12" WEST FOR 145.37 FEET; THENCE NORTH 00°05'33" EAST FOR 461.49 FEET TO INTERSECT THE SOUTHERLY RIGHT OF WAY MARGIN OF BADGER ROAD ON A 3779.72 FOOT RADIUS CURVE CONCAVE TO THE SOUTH (THE RADIUS POINT BEARS SOUTH 00°57'37" WEST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°10'41", FOR AN ARC DISTANCE OF 143.69 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS REVISED PARCEL 2 OF SURVEY NO. 3212, RECORDED UNDER AUDITOR'S FILE NO. 2003-035115, RECORDS OF BENTON COUNTY, WASHINGTON.)

SITUATED IN THE COUNTY OF BENTON, STATE OF WASHINGTON.

NARRATIVE

THIS PROJECT WAS PERFORMED AT THE REQUEST OF RP DEVELOPMENT, LLC. TO SUBDIVIDE THOSE LANDS KNOWN AS BENTON COUNTY ASSESSOR'S TAX PARCEL 1-1288-100-0007-001. THIS PROJECT IS BOUND ON THE NORTH BY WEST 10th AVENUE, ALONG THE EAST BY TAX PARCELS 1-1288-100-0006-003 AND 1-1288-101-1269-001, WEST BY TAX PARCELS 1-1288-200-0002-002, 1-1288-200-0002-0021-1288-200-0337-004 AND SOUTH BY TAX PARCEL 1-1288-100-0009-002 AND CLODFELTER ROAD, RECORDS OF BENTON COUNTY, STATE OF WASHINGTON.

THIS SURVEY WAS PERFORMED AS A REAL TIME KINEMATIC SURVEY USING DUAL FREQUENCY TRIMBLE R8 GPS RECEIVERS HAVING AN ACCURACY OF ONE CENTIMETER +/- 1 PPM. THE MONUMENTS SHOWN HEREIN WERE VISITED AND TIED DURING OUR INITIAL SURVEYS IN AUGUST 2019.

SUBDIVISION GUARANTEE REFERENCE:

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN TICOR TITLE COMPANY GUARANTEES, ORDER No. 471909474, DATED NOVEMBER 25, 2019 AT 12:00 AM. IN PREPARING THIS PLAT, PBS HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS PBS AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE PLAT AND DISCLOSED BY THE REFERENCED TICOR TITLE COMPANY GUARANTEES. PBS HAS RELIED WHOLLY ON TICOR TITLE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS MAP AND THEREFORE PBS QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

OWNER INFORMATION

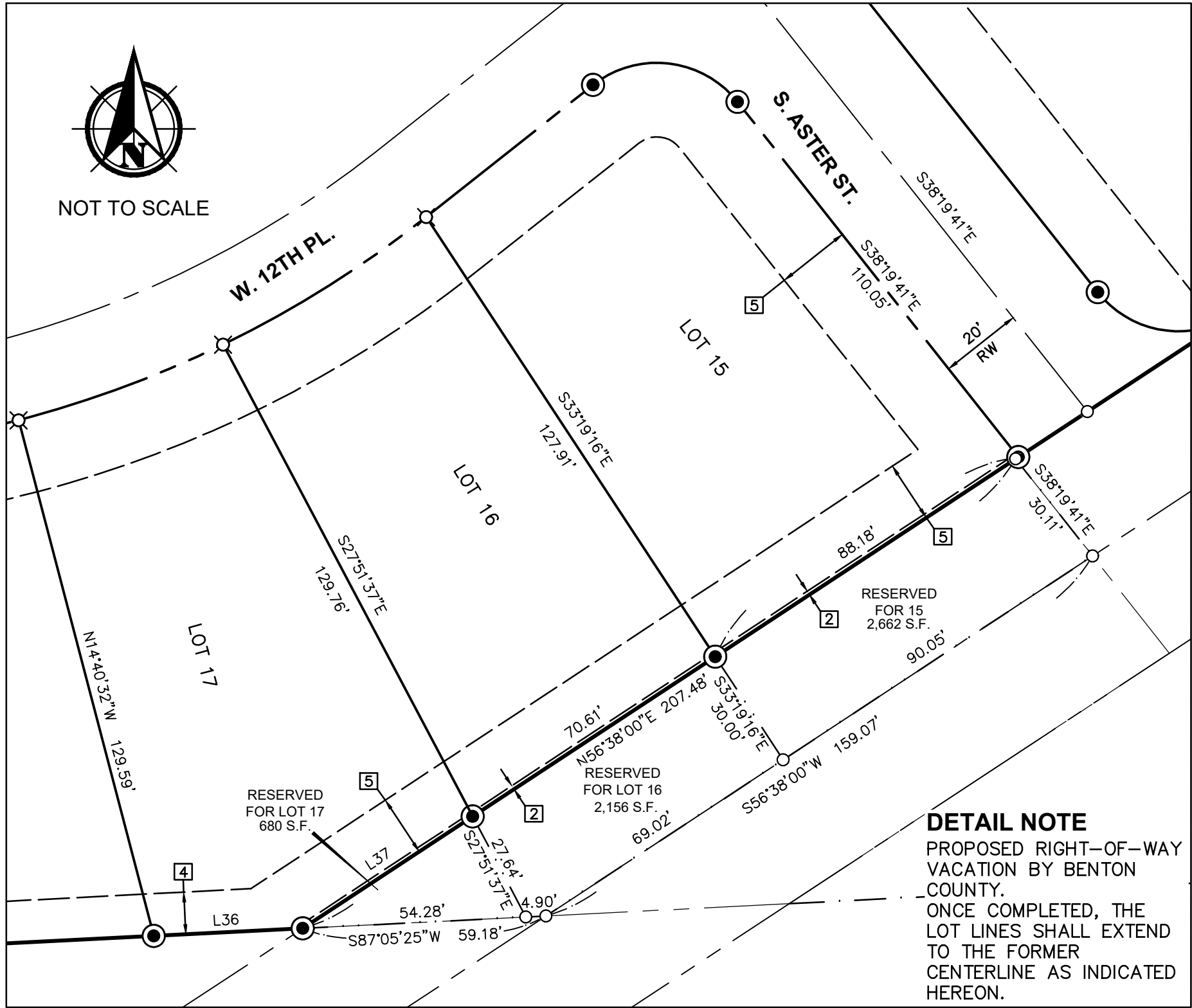
PRO MADE CONSTRUCTION, LLC
6159 W. DESCHUTES AVE., #509
KENNEWICK, WA 99336

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF PBS ENGINEERING AND ENVIRONMENTAL AT _____ MINUTES PAST _____ THIS _____ DAY OF _____, 2020, AND RECORDED IN VOLUME _____ OF PLATS AT PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON.

BENTON COUNTY AUDITOR

FEE NUMBER



DETAIL "C"

N.T.S.

DEDICATION

KNOWN ALL PERSONS BY THESE PRESENT THAT PRO MADE CONSTRUCTION, LLC., A WASHINGTON LIMITED LIABILITY COMPANY ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON; DO HEREBY DEDICATED THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC; DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

FOR PRO MADE CONSTRUCTION, LLC. TITLE DATE

PRINT NAME

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____, HAS SIGNED THIS PLAT ON BEHALF OF PRO MADE CONSTRUCTION, LLC., ON OATH STATED THAT _____ IS AUTHORIZED TO EXECUTE THIS PLAT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS PLAT.

NOTARY PUBLIC SIGNATURE DATE

PRINT NAME

MY APPOINTMENT EXPIRES _____

RESIDING _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____A.D.
TAX PARCEL: 1-1288-100-0007-001

BENTON COUNTY TREASURER DATE

BENTON COUNTY ASSESSOR DATE

NOTES:

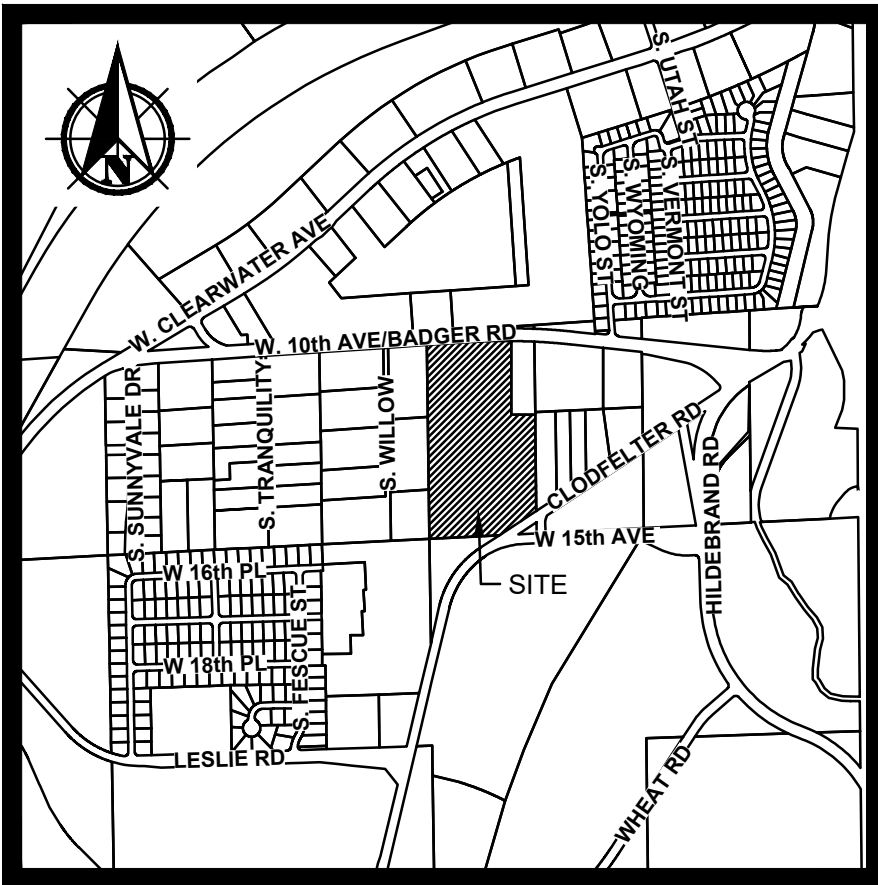
- 1.) LOTS 1, 5, 15, 36 AND 45 SHALL NOT HAVE DIRECT ACCESS TO S. ASTER ST.
- 2.) THERE SHALL BE NO DIRECT ACCESS TO W. 10th AVENUE OR CLODFELTER FROM ANY LOT WITHIN THIS SUBDIVISION.
- 3.) NO BUILDING PERMIT OR FAS PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS SUBDIVISION UNTIL A ROAD APPROACH PERMIT HAS BEEN OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT. ALL APPROACHES SHALL BE BUILT TO CITY OF KENNEWICK STANDARDS.
- 4.) PROPERTY OWNERS SHALL BE RESPONSIBLE TO CONSTRUCT THE SIDEWALK ABUTTING THEIR PROPERTY TO CITY OF KENNEWICK STANDARDS. THIS SHALL BE PART OF THE ROAD APPROACH PERMIT REQUIREMENTS.
- 5.) FENCING AND CONSTRUCTION- (i) ALL FENCING SHALL COMPLY WITH CITY OF KENNEWICK STANDARDS FOR TYPE, HEIGHT AND LOCATION.
(ii) LOTS LOCATED WITHIN THE BPA EASEMENT SHALL MEET AND COMPLY WITH BPA STANDARDS/REQUIREMENTS FOR FENCING AND THE ABOVE (1)(c)(i) CITY OF KENNEWICK STANDARDS, IF APPLICABLE.
- 6.) DURING CONSTRUCTION ON EACH PROPERTY, ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED ON-SITE AND PROPERLY DISPOSED OF. DUST CONTROL MEASURES INCLUDING AN ADEQUATE WATER SUPPLY SHALL BE PROVIDED.

BONNEVILLE POWER ADMINISTRATION NOTE

THE BONNEVILLE POWER ADMINISTRATION (BPA) IMPOSES CERTAIN CONDITIONS ON THE PORTIONS OF THESE LOTS ENCUMBERED BY ITS HIGH VOLTAGE TRANSMISSION LINE EASEMENT. BPA DOES NOT ALLOW STRUCTURES TO BE BUILT WITHIN THE EASEMENT, NOR DOES IT ALLOW ACCESS TO BE BLOCKED TO ANY TRANSMISSION FACILITIES. ANY ACTIVITY THAT IS TO OCCUR WITHIN THE EASEMENT NEEDS TO BE PERMITTED BY BPA PRIOR TO INSTALLATION OR CONSTRUCTION. INFORMATION REGARDING THE PERMITTING PROCESS FOR PROPOSED USES OF THE EASEMENT MAY BE ADDRESSED TO BPA REAL ESTATE FIELD SERVICES AT (800)282-3713

FINAL PLAT OF
DOVE RIDGE

LOCATED IN A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, TOWNSHIP 8 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON.



VICINITY MAP

NOT TO SCALE

BENTON COUNTY APPROVALS

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

COUNTY ENGINEER DATE

CHAIRMAN, COUNTY PLANNING COMMISSION DATE

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS DATE

BENTON COUNTY ROAD DEPARTMENT

THIS PLAT IS HEREBY APPROVED BY THE BENTON COUNTY ROAD DEPARTMENT AND ALL DEDICATIONS OF PUBLIC RIGHT OF WAY AND/OR EASEMENTS SHOWN HEREON (IF ANY) ARE ACCEPTED FOR THEIR INTENDED USE.

BENTON COUNTY ROAD DEPARTMENT DATE

BENTON-FRANKLIN HEALTH DISTRICT

THIS PLAT IS HEREBY APPROVED BY THE BENTON-FRANKLIN HEATH DISTRICT FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON-FRANKLIN HEALTH DISTRICT DATE

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY APPROVED

BENTON COUNTY PUBLIC UTILITY DISTRICT DATE

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

FOR KENNEWICK IRRIGATION DISTRICT TITLE DATE



		PBS Engineering and Environmental Inc. 400 Bradley Blvd, Ste 106 Richland, WA 99352 509.942.1600 pbsusa.com	
CLIENT: RP DEVELOPMENT		PROJECT NO.: 66201	
SURVEYOR: ALEXANDER D. MATARAZZO		DATE: 02/14/2020	
CALC BY: ADM	DRAWN BY: DWW	SCALE: N.T.S.	
SECTION: 12	TOWNSHIP: 8 NORTH	RANGE: 28 EAST	
CITY: KENNEWICK	COUNTY: BENTON	SHEET 2 OF 2	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>next available date</u>	Execute Agreement <u> </u>	Consent Agenda <u> X </u>
Subject: <u>Accepting work by</u>	Pass Resolution <u> X </u>	Public Hearing <u> </u>
<u>Southern Folger on the Security</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
<u>Systems Retrofit project</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Prepared by: <u>slc</u>	Other <u> </u>	Other <u> </u>
Reviewed by: <u>R. Blain</u>		

BACKGROUND INFORMATION

The County entered into a contract with Southern Folger Detention Equipment Company, LLC for purchase and installation of security systems equipment in support of the security systems retrofit project on December 6, 2016 (Res. 2016-954). Southern Folger has completed all work required under the contract and all State releases have been received. The project has been examined by the Director of Operations and Capital Assets and has been found to be in compliance with the project specifications and drawings.

SUMMARY

Southern Folger has completed the Security Systems Retrofit project. All paperwork is complete.

RECOMMENDATION

The Director of Operations and Capital Assets recommends that the Board formally accept Southern Folger's work and the project as complete.

FISCAL IMPACT

None.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY, LLC UNDER CONTRACT FOR THE PURCHASE AND INSTALLATION OF SECURITY SYSTEMS EQUIPMENT IN SUPPORT OF THE SECURITY SYSTEMS RETROFIT PROJECT

WHEREAS, on December 6, 2016 the Board of County Commissioners entered into a contract with Southern Folger Detention Equipment Company, LLC (Resolution 2016-954) for the purchase and installation of security systems equipment; and

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

WHEREAS, all releases for the project retainage have been received and all close out paper work is in order; and

WHEREAS, this project has been examined by the Director of Operations and Capital Assets and has been found to be in compliance with the applicable project specifications and drawings; and

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

BE IT RESOLVED that the Board of Benton County Commissioners concur with the Director of Operations and Capital Assets recommendation and hereby accept the work performed by Southern Folger Detention Equipment Company, LLC under contract for the purchase and installation of security systems equipment as being completed in conformance with the contract documents.

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

RESOLUTION

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

IN THE MATTER OF AMENDING RESOLUTION 2020-258, DECLARATION OF EMERGENCY IN BENTON COUNTY AND EXTENDING THE DATES GRANTING AUTHORITY TO ADJUST OFFICE HOURS EFFECTIVE MARCH 18, 2020 AND APPROVE TELE-COMMUTING OPTIONS AND/OR PAID ADMINISTRATIVE LEAVE OR OTHER AVAILABLE LEAVE FOR THE PERIOD MARCH 23, 2020 THROUGH APRIL 12, 2020 OR UNTIL THE END OF THE GOVERNOR'S "STAY AT HOME ORDER", WHICHEVER IS LATER

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 which provided authority to reduce direct public contact along with hours and staff levels in all County offices; and

WHEREAS, the authority to reduce operations was set to end on April 5, 2020 unless otherwise extended; and

WHEREAS, on March 23, 2020 the Governor of the State of Washington issued a "stay at home" order for all of Washington State which will last for two weeks; and

WHEREAS, the Governor's "stay at home" order will extend beyond the initial dates the Board set in their declaration; and

WHEREAS, in an abundance of caution and in the best interest of public health and the safety of County employees the Board desires to extend authority to limit contact and adjust office hours as needed as well as approved tele-commuting options and/or paid administrative leave for employees that are deemed non-essential;

NOW, THEREFORE, BE IT RESOLVED by the Board of Benton County Commissioners that the last two paragraphs of Resolution 2020-258 are hereby amended as follows:

Effective March 18, 2020 through April 12, 2020 or until the end of the governor's "stay at home" order, whichever is later, the Board of Benton County Commissioners grants authority for each separately and independently elected official, as well as County Administration for those departments under the direction of the Board of Benton County Commissioners, to limit person to person contact with the general public and adjust their respective office hours as needed; and

For the work period March 23, 2020 through April 12, 2020 or until the end of the governor's "stay at home" order, whichever is later, the Board of Benton County Commissioners grants authority to independent elected officials and the County Administrator to approve tele-commuting options and/or paid administrative leave or other available leave for those employees that are deemed non-essential during that time period provided that they regularly check their

office email and provide a telephone number where they can be reached for work related issues and are available to physically report to work as deemed necessary;

BE IT FURTHER RESOLVED that all other portions of Resolution 2020-258 remain in full force and effect.

Dated this 31st 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**