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

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

to view items in detail, click on highlighted areas.

Notice: Meeting provided by Live-Broadcast and Telephonically as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

Telephonically by:
Dial: 509 222-2310
Meeting ID: 4961#
Attendee Access Code: 4961#

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, June 9, 2020

9:00 AM **Call to Order**
Approval of Minutes
- **June 2, 2020**

Review Agenda

Consent Agenda

Commissioners
a. Contract w/Valley Publishing Company dba Prosser Record Bulletin for Official County Newspaper

Coroner
b. Removing Limit on Agreement w/Snohomish County Medical Examiner's Office for Forensic Pathology Services; Amending Resolution 2019-809

Facilities
c. Ratifying an Emergency Contract w/Meier Architecture & Engineering Inc for Design of the Courtroom Technology Upgrade Project

Human Services

d. First Amended Agreement w/Responding to Autism Services for Employment Services
e. First Amended Agreement w/MRJN Associates for Employment Services
f. First Amended Agreement w/SL Start dba Compass Career Solutions for Employment Services
g. First Amended Agreement w/ARC of Tri-Cities for Employment Services

Juvenile

h. Amended Agreement No. 3 w/NCourt LLC for Online/Web-Based Payment Option

Office of Public Defense

i. Subscription Renewal w/Linkedin Learning for On-Line Training
j. Amended Superior Court Public Defense Contract w/Scott Rogers to Increase 2019 Caseload Cap

Planning

k. Final Plat of Cottonwood Creek #3 – SUB 2020-005

Sheriff

l. Line Item Transfer, Fund No. 0000-101, Dept. 121

Public Comment ***~ for public engagement during Commissioners' meetings, please use the public comments phone line at***:

Dial: 509 460-4941

Scheduled Business

Agreement w/WA State Dept. of Commerce for Coronavirus Relief Funding ~ J MacPherson

Other Business

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CONTRACT FOR OFFICIAL COUNTY NEWSPAPER FOR THE YEAR JULY 1, 2020 THROUGH JUNE 30, 2021 TO VALLEY PUBLISHING COMPANY DBA PROSSER RECORD BULLETIN

WHEREAS, on April 28, 2020 per Resolution 2020-292, the Board of Benton County Commissioners awarded the contract for official county newspaper for the period July 1, 2020 through June 30, 2021 to Prosser Record Bulletin; **NOW, THEREFORE,**

BE IT RESOLVED that the contract for said services is approved for the bid amount identified in Resolution 2020-292 at the following rate:

Column-inch rate, first insertion, including online:	$18.00
Column-inch rate, additional, insertions:	$8.00

BE IT FURTHER RESOLVED the Board of Benton County Commissioners hereby approves the attached contract for official county newspaper for the period July 1, 2020 through June 30, 2021, with Valley Publishing Company dba Prosser Record Bulletin, Prosser, WA, in accordance with the provisions of RCW 36.72, and authorizes the Chairman to sign the attached contract.

Dated this . . . . . day of June 2020.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Original: Cmnrs
cc: PA; All Depts.; Prosser Record Bulletin; CM

C. McKenzie

CONTRACT FOR
OFFICIAL COUNTY NEWSPAPER

This Agreement is made by and between Benton County, a political subdivision of the State of Washington (hereafter "County"), and Valley Publishing Company, a Washington corporation that publishes the Prosser Record Bulletin in Prosser, Washington (hereafter "Record Bulletin").

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS, the Record Bulletin is a legal newspaper published in Prosser, Benton County, Washington, by Valley Publishing Company which submitted a bid proposal; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Record Bulletin shall serve as the official newspaper of Benton County for the term of one year, beginning on July 1, 2020, and ending on June 30, 2021.

2. All county officers shall cause all legal notices and delinquent tax lists to be advertised in the Record Bulletin.

3. The Record Bulletin shall set all legal notices submitted in single column 6-point solid type unless otherwise indicated.

4. The County shall pay the Record Bulletin $18.00 per column inch for the first insertion publishing on Wednesdays, including online, and $8.00 per column inch for subsequent insertions. Record Bulletin legal number and date notations on the bottom two lines shall not be included in column-inch measurements.

5. The Record Bulletin shall furnish, without further cost, the required number of Affidavits of Publication, not to exceed six, to all county officers submitting legal notices and delinquent tax lists for publication. The affidavits shall be furnished to the officer before the date of hearing set within the legal notice.

6. The Record Bulletin shall furnish a performance bond payable to the County in the sum of Five Hundred Dollars ($500.00), and conditioned that the Record Bulletin shall correctly and faithfully perform the covenants of this agreement.

7. The Record Bulletin warrants that it meets the qualifications of a legal newspaper as set forth under Chapter 65.16, RCW, and agrees to immediately notify the County if at anytime it ceases to meet such qualifications. In such case, the County may immediately terminate this agreement by mailing written notice.

Date:_____

Benton County, Washington

_____
Chairman

Attest: _____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

Date 5/29/20

Valley Publishing Company

By: Victoria S. Walker

Victoria S. Walker General Manager
Print Name Title

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	06/09/2020	Execute Contract	____	Consent Agenda	✓
Subject:	Amendment	Pass Resolution	____	Public Hearing	____
Prepared by:	Woods	Pass Ordinance	____	1st Discussion	____
Reviewed by:	____	Pass Motion	____	2nd Discussion	____
		Other	✓	Other	____

BACKGROUND INFORMATION:

In 2019 the Benton County Coroner's Office entered into an Interlocal Agreement with the Snohomish County Medical Examiner's Office for Snohomish County to provide autopsy services, on an as-needed basis, for calendar year 2020 when the Benton County Coroner's regular contracted forensic pathologist is not available, or for other circumstances. Resolution, 2019-809, included a stipulation that the Benton County Coroner's office will not exceed $15,000 in payments to the Snohomish County Medical Examiner's during the term of the Interlocal Agreement; however, with the COVID-19 pandemic the coroner's contracted forensic pathologist has been unable to travel to Benton County to perform autopsies, thus the coroner has been using the Snohomish County Medical Examiner's office for all autopsies since the Governor's Stay at Home Order, and may exceed the $15,000 limit.

SUMMARY:

The Benton County Coroner's Office wishes to remove the $15,000 limit from resolution 2019-809, which will allow the continued use of the Snohomish County Medical Examiner's Office should the Governor continue to extend his stay at home order.

RECOMMENDATION:

The Commissioners pass this resolution.

FISCAL IMPACT:

There will be no additional expenses to the County, cost will be covered utilizing the current autopsy budget.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF AMENDING RESOLUTION 2019-809 TO REMOVE THE $15,000 LIMIT ON THE INTERLOCAL AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND SNOHOMISH COUNTY MEDICAL EXAMINER'S OFFICE FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, per Resolution 2019-809, "a service fee of $1029.00 for a regular full autopsy, and an additional fee of $1818.00 for a full investigative homicide autopsy, the maximum amount paid to Snohomish County Medical Examiner's Office for all autopsies combined will not exceed $15,000 for the duration of this agreement"; and

WHEREAS, due to the recent COVID-19 pandemic, the Benton County Coroner has been unable to utilize the Benton County autopsy facility because the contracted forensic pathologist has been unable to travel to the Benton County facility due to health concerns; and

WHEREAS, the Benton County Coroner has been using the Snohomish County Medical Examiner's office to conduct all autopsies since the implementation of the Governor's Stay at Home Order; and

WHEREAS, it is likely the $15,000 limit imposed per Resolution 2019-809 for the Interlocal Agreement Between the Benton County Coroner and the Snohomish County Medical Examiner's Office for Forensic Pathology Services for the duration of this agreement may be exceeded;

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby agrees to allow the complete removal of the $15,000 limit included in Resolution 2019-809. Removal of the limit will in no way change the expiration of, or any other section of the Interlocal Agreement, nor will the removal of the $15,000 limit affect the Coroner's office budget; and

BE IT FURTHER RESOLVED that Resolution 2019-809 is hereby amended to remove the $15,000 limit imposed effective this date.

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9, 2020
Subject:	Ratifying an Emergency Contract w/ Meier Architecture & Engineering, Inc. for design of the Courtroom Technology Upgrade Project
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	R Blain

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

Summary / Background Information

On March 17, 2020 the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency.

The need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19. It was determined by County staff that Meier Architecture & Engineering, Inc. is a qualified contractor that is willing to provide that service to the level that meets the County's needs.

The contract amount shall not exceed $193,000.00 and shall expire December 31, 2020.

Fiscal Impact

Amount: $193,000

Fund: Various Funds

Recommendation

Ratify Emergency Contract w/ Meier Architecture & Engineering, Inc. for Design of the Courtroom Technology Upgrade Project.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING AN EMERGENCY CONTRACT WITH MEIER ARCHITECTURE & ENGINEERING, INC. FOR PROVIDING THE DESIGN OF THE COURTROOM TECHNOLOGY UPGRADE PROJECT

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, the need to implement a remote hearing solution for both Superior & District Courts has become a pressing need as a result of the situation surrounding COVID-19; and

WHEREAS, it was determined by County staff that Meier Architecture & Engineering, Inc. is a qualified contractor that is willing to provide that service to the level that meets the County's needs; and

WHEREAS, the contract amount shall not exceed $193,000.00 and shall expire December 31, 2020; and

WHEREAS, the County Administrator signed the Contract with Meier Architecture & Engineering, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the contract between Meier Architecture & Engineering, Inc. in the amount not to exceed $193,000.00 excluding W.S.S.T.; and

BE IT FURTHER RESOLVED, the contract is effective May 26, 2020 and shall expire December 31, 2020.

Dated this 9th day of June, 2020.

_____
Chairman.

_____
Chairman Pro-Tem.

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

Attest:_____
Clerk of the Board

Orig: Commissioners P. Schut

BENTON COUNTY
ARCHITECTURAL/ENGINEERING
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ARCHITECTURE & ENGINEERING INC.,** a corporation organized under the laws of the State of Washington with its principal offices at 12 W Kennewick Ave, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A – Scope of Work
Exhibit B – Requirements to Access County Property

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 31, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

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

a. Provide Architectural and Engineering Services for the Courtroom Technology Upgrade Project located at the Benton County Justice Center, Jail, and Prosser Courthouse to include remote video hearing capability, presentation of both electronic and hard documents via camera, presentation of audio and/or video files, LED light conversion with integrated zone control, conversion of current jail pod to a hearing room, all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:

i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.

ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. All proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel, and shall amend or modify such documents and contracts at the direction of COUNTY's legal counsel or COUNTY's representative. These documents and contracts include but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY's request and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.

v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.

b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than one time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Bobbi A Keen
Address:	12 W Kennewick Ave
	Kennewick, WA 99336
Phone:	509-737-6808
Email:	bakeen@meierinc.com

b. For COUNTY:

Name:	Robert Blain, Director of Operations and Capital Programs
Address:	7122 W. Okanogan Place; Bldg. A
	Kennewick, WA 99336
Phone:	509-736-2704
Email:	robert.blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One Hundred Ninety-Three Thousand Dollars and No Cents ($193,000.00), including W.S.S.T.

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

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

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

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without

penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance**: Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

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

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

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be

endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability

of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses

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

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

28. REQUIREMENTS TO ACCESS COUNTY PROPERTY

The CONTRACTOR shall follow the guidelines as presented with Exhibit B attached hereto when on County Property until the end of the Washington State Governor's Stay at Home Order.

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

Dated: 05/26/2020

FOR: BENTON COUNTY

Jerod MacPherson

County Administrator

Approved as to Form

Eric Andrews, Civil Deputy Prosecuting Attorney

Dated: May 26, 2020

FOR: MEIER ARCHITECTURE & ENGINEERING INC.

Bobbi Kern

Signature

Controller / operations manager

Title:

Bobbi Kern

Print Name

Exhibit A: Scope of Work

CLIENT: Paul Schut
County of Benton Washington
PO Box 190
Prosser, WA 99350

PROJECT: BENTON COUNTY COURTROOM TECHNOLOGY UPGRADE

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services to Benton County (Client).

PROJECT UNDERSTANDING

Provide audiovisual system electronics and telecommunications cabling systems design services for the Benton County Courtroom Technology Upgrade in Benton County, WA. We have been asked to include deliverables for approximately 15 spaces, including:

- Six (6) Superior Courtrooms
- Five (5) District Courtrooms
- One (1) Shared Courtroom (in Prosser)
- One (1) Hearing Room (in jail)
- Two (2) Video Arraignment Rooms (in jail)

In addition to audiovisual and telecommunications upgrades, this project will include lighting upgrades and refinishing of the two (2) arraignment rooms which are presently jail cells. Meier has teamed with Convergent Technology Design Group (Convergent) who will be providing the audiovisual system electronics and telecommunications cabling systems design services.

The Client is requiring that this project be designed and substantially complete with installation by October 31, 2020. Due to the expedited nature of the design and procurement process as discussed with County Officials on May 19, 2020, we anticipate commencing with the Schematic Design (SD) Phase immediately, including cost estimating, meetings, and deliverables as outlined within this scope. Included in this proposal are submissions for the SD phase, 50% Construction Document (CD) review, 95% CD review, Bidding Documents, and concluding with Construction Administration Services.

CLIENT RESPONSIBILITIES:
Meier's ability to provide all design services is contingent on the following Client responsibilities:

1. Provide Meier personnel with access to the 15 rooms that will receive technology upgrades, and to the existing server rooms linked to the courtroom technology.
2. Provide any available drawings in PDF, and if available, DWG format.
3. Provide Meier specific technology requirements for each of the 15 rooms to receive upgrades. Due to the schedule for when the project needs to be completed, the technology

requirements needs to be provided to the Meier/Convergent team within 10 working days after receiving a signed contract.
4. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
5. Review interim and final documents, and provide comments within five (5) working days from receipt of documents for review.
6. Pay for needed permits.

SCOPE OF SERVICES:

Schematic Design Phase

1. Visit and as-build the rooms to receive technology upgrades within one-week of receiving an approved contract from the Client.
2. Develop as-built drawings of each room to receive technology upgrades.
3. Develop schematic floor plans for the remodeling of the jail cells into arraignment rooms.
4. Review existing programmatic requirements and Client standards for the audiovisual systems. Identify and communicate to the design team the general locations throughout the project in which audiovisual components should be housed. Examples of these areas, where tight coordination is required, include audiovisual equipment rooms, ceiling heights, control rooms, and raised floor areas.
5. Review existing programmatic requirements and Client standards for the telecommunications cabling (voice, data, video) systems. Identify and communicate to the design team the general locations throughout the project in which telecommunications cabling systems should be housed. Examples of these areas, where tight coordination is required, include telecommunications rooms (Main Cross-connect (MC), Horizontal Cross-connect (HC), duct spaces, equipment rooms, and raised floor areas.
6. Conduct virtual assessment and charettes with the end-users to identify current system functionality, shortcomings, and wish lists for desired courtroom technology functionality.
7. Lead benchmarking studies from similar completed projects across the country and work with court staff to assemble technology upgrade options.
8. The scheduled deliverable for the SD phase of the project will be a basis for design narrative report outlining, desired audiovisual systems and telecommunications cabling systems, and associated infrastructure. Inclusive of this report shall be preliminary budget estimates for the specified systems on a per space/system type basis.
9. Conduct One (1) on-site interior room acoustical measurements, to include ambient background noise level measurements, reverberation time measurements, and interior finish assessment of the following spaces: Six (6) Superior Courtrooms, Five (5) District Courtrooms, One (1) Shared Courtroom (in Prosser), One (1) Hearing Room (in jail) and Two (2) Video Arraignment Rooms (in jail).
10. Calculations will be made of reverberation time and speech intelligibility for the spaces listed above. Calculations will be compared to the recommended design criteria.
11. Room shaping will be evaluated to determine adequate reflected sound levels and the control of flutter and delayed echoes from side and rear wall surfaces. Recommendations will be given in the form of a narrative report.
12. Develop additional recommended acoustical upgrades and modification to improve acoustical performance as needed.
13. Measurement results and any additional modifications will be outlined in the form of a narrative report, to confirm achievement of previously recommend acoustical criteria and

goals. Acoustical performance and additional recommendations will specifically address the following performance parameters: Unamplified audibility of speech from any location in the Conference Rooms, Architectural integration of audiovisual equipment for optimal acoustical performance, Effect of furniture, displays, and occupants on interior acoustical room parameters, Effect of wall, ceiling, and floor finishes on interior acoustical performance, Effect of HVAC and Mechanical systems on speech intelligibility.

Construction Document Phase

1. Revise the systems design on the basis of feedback from the Client on the SD submission.
2. Develop a CSI-format specification for audiovisual wall/floor boxes, audiovisual presentation, audio reinforcement systems, audiovisual source electronics, judges dais, and audiovisual remote control systems for programmed spaces within the courthouse.
3. Develop a CSI-format specification for all Category 6 Unshielded Twisted Pair (UTP) Voice and Local Area Network (Data) Cabling, Coaxial (RG-11/6) Radio Frequency (RF) Video Cabling, and Single/Multi-Mode Optical Fiber Cabling outside and within the building.
4. Prepare a detailed cost estimate for the specified AV system electronics, telecommunication cabling systems, and associated installation labor.
5. Provide floor plans, reflected ceiling plans, interior elevations, and lighting plans as required.
6. Documents will follow the CSI/AIA Design Guidelines for format and deliverable details.
7. Incorporate the Client comments and develop the 100% bid set of CD's. CD's will include drawings, specifications, and contract documents for the approved concept.

Bid and Construction Phase

1. Provide bidding assistance to the Client in the form of answering Requests for Information and preparing addenda as needed.
2. Provide support to obtain building and other permits by answering questions about the plans and specifications, and making corrections as required by the permitting agency.
3. Provide construction support as needed including review of submittals, inspection of completed work, responding to Requests for Information, holding regular weekly site visits throughout the three-month construction period, and assisting with the review and preparation of change orders. NOTE: Informal construction meetings can be scheduled to coincide with the weekly site visits. The meetings will include a virtual component for those not able to visit the site.
4. Project scope includes two (2) physical visits from Convergent; one (1) during construction and one (1) at a final walkthrough to assist in preparing a punch list.
5. Prepare record drawings based on Contractor redlines.

ASSUMPTIONS:

1. All design and drawings will be done in accordance with Meier standards including Meier sheet borders where applicable.
2. No new HVAC systems will be required as part of the design, and the rooms receiving the technology upgrades have the capacity to adequately cool the technology racks that will be located within the rooms. HVAC upgrades, if determined necessary can be added by addendum to this Contract.

3. The basic services scope excludes designing for access control/video surveillance systems, HVAC noise control, LEED acoustical certification, Distributed Antenna Systems (DAS) and LAN/PBX/Wi-Fi electronics.
4. Convergent will visit once for acoustical measuring and once during construction and once at a final walkthrough to assist in preparing a punch list.
5. Audiovisual Systems Fee is Based on an Equipment Systems Value Not to Exceed $1,200,000.00

DELIVERABLES:

1. Schematic design documents and concepts: Transmitted in electronic PDF format.
2. 50% construction documents: Transmitted in electronic PDF format.
3. 100% stamped construction documents: Transmitted electronic PDF format.

SCHEDULE:
Schedule expectation is:

1. Within 10 working days after receiving the contract approval the Client will provide specific technology requirements for each of the 15 rooms to receive technology upgrades.
2. Within 20 working days after receiving technology requirement input from the Client, the Meier team will provide the SD concept to the Client.
3. Client review comments will be provided at the time that the SD is presented virtually with comments provided in written format within two working days following the meeting.
4. Within 15 working days after the presentation of the SD, the Meier team will submit the 50% review set to the Client for comment and approval.
5. Client review comments will be provided at the time that the 50% submittal is presented virtually with comments provided in written format within two (2) working days following the meeting.
6. Within 15 working days after the presentation of the 50% submittal, the Meier team will complete the 100% construction documents.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:
Meier will perform design services, bid services and construction support services for a fixed fee of $193,000.

Exhibit B – Requirements to Access County Property

Our sites are not currently open to the public and we are following the Governor's Stay Home, Stay Healthy order. In order to work on Benton County property, you will need to have with you the appropriate PPE, and follow the guidance issued by the CDC and Department of Health. This includes:

1. Health screenings to include a temperature reading using a touchless thermometer as well as a few basic health questions done upon entering the facility.
2. CONTRACTOR is encouraged to wear face coverings
3. CONTRACTOR will need to follow social distancing, at least 6 feet apart
4. Only group of 10 people or less will be allowed in one area at a time.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9, 2020
Subject:	First Amendment to Agreement #19/20-DD-RTAS-00 with Responding to Autism Services
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-RTAS-00 with Responding to Autism Services to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-RTAS-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-RTAS-00 with Responding to Autism Services and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #19/20-DD-RTAS-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES, INC.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-RTAS-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-RTAS-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-RTAS-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-RTAS-00 shall change the address of Responding to Autism Services to 101 N. Union St., Ste. 203, Kennewick, WA 99336; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #19/20-DD-RTAS-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Agreement #19/20-DD-RTAS-00 Responding to Autism Services, Inc. to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

D. Horton

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-RTAS-00

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **RESPONDING TO AUTISM SERVICES, INC**, a for-profit corporation, with its principal offices at 101 N. Union St., Ste. 203, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 832, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, change the address for Responding to Autism and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
   The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

   This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Responding to Autism, Inc., a Washington State For Profit Corporation, with its principal offices at 101 N. Union St., Ste. 203, Kennewick, WA 98932 (hereinafter "Contractor").

   The Contractor Contact Information shall be amended, and replaced with the following:

Contractor Contact Information:
Christine Lindgren, Director
Responding to Autism Services, Inc.
101 N. Union St., Ste. 203
Kennewick, WA 99336
Phone: 509.396.9230/Fax: 509.931.0881
E-Mail: christine@resondingtoautism.net

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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

FOR BENTON COUNTY:

_____
Chairman Date

_____
Member Date

_____
Member Date

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

FOR THE CONTRACTOR:
Christine Lindgren, Director

Christine Lindgren 5/19/2020
Signature Date

Christine Lindgren
Name

Director
Title

ATTEST:

_____
Clerk of the Board

APPROVED AS TO CONTENT:

_____
Human Services Manager

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9 2020
Subject:	First Amendment to Agreement #19/20-DD-MRJN-00 with MRJN Associates
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-MRJN-00 with MRJN Associates to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-MRJN-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-MRJN-00 with MRJN Associates and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF FIRST CONTRACT AMENDMENT GRANT AGREEMENT #19/20-DD-MRJN-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND MRJN ASSOCIATES, LLC.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-MRJN-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-MRJN-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-MRJN-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #19/20-DD-MRJN-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Agreement #19/20-DD-MRJN-00 with MRJN ASSOCIATES, LLC to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-MRJN-00

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **MRJN ASSOCIATES, LLC**, a for-profit corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 838, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and MRJN Associates, LLC, a Washington State For Profit Corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Rose Almanza, Senior Officer

Signature Date

Name

Senior Officer
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9, 2020
Subject:	First Amendment to Agreement #19/20-DD-COMP-00 with SL Start dba Compass Career Solutions
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-COMP-00 with SL Start dba Compass Career Solutions to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-COMP-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-COMP-00 with SL Start dba Compass Career Solutions and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTION OF GRANT AGREEMENT #19/20-DD-COMP-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SL START LLC DBA COMPASS CAREER SOLUTIONS, LLC.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-COMP-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-COMP-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-COMP-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-COMP-00 shall change SL Start, LLC dba Compass Career Solutions to Compass Career Solutions, LLC; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #19/20-DD-COMP-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Agreement #19/20-DD-COMP-00 with Compass Career Solutions, LLC to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

D. Horton

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-COMP-00

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **COMPASS CAREER SOLUTIONS LLC**, a for profit corporation, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 841, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, change the name of SL Start LLC dba Compass Career Solutions to Compass Career Solutions LLC, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Compass Career Solutions LLC, a Washington State For Profit Corporation, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Lisa Roberts, EVP of Operations & Workforce

Signature Date 5/26/2020

LISA ROBERTS
Name

EVP of Operations & Workforce Services
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9, 2020
Subject:	First Amendment to Agreement #19/20-DD-ARC-00 with Arc of Tri-Cities
Presenter:	
Prepared By:	Mari Clark, DHS contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-ARC-00 with Arc of Tri-Cities to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to September 30, 2020 so services can continue until a new contract is executed, after the new state contract is received from Development Disabilities Administration.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Contract Agreement
- Approve the proposed First Amendment to Contract Agreement #19/20-DD-ARC-00 by signing all the copies where indicated

Suggested Motion

To approve signing First Amendment to Contract Agreement #19/20-DD-ARC-00 with Arc of Tri-Cities and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

RE: IN THE MATTER OF EXECUTION OF FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-ARC-00 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-ARC-00 serves to provide employment services to individuals with developmental disabilities; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-ARC-00 shall extend the Agreement end date to September 30, 2020; and

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-ARC-00 shall change Benton and Franklin Counties Department of Human Services to Benton County Department of Human Services;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment to Grant Agreement #19/20-DD-ARC-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, First Amendment to Agreement #19/20-DD-ARC-00 with Arc of Tri-Cities to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2019 and shall expire on September 30, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-ARC-00

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **ARC OF TRI-CITIES**, a non-profit corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 840, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to September 30, 2020, and change the name of Benton and Franklin Counties' Department of Human Services to Benton County Department of Human Services.

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

1. **FACE SHEET**.
The first paragraph of the face sheet shall be amended and replaced in its entirety with the following:

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Arc of Tri-Cities, a Washington State Not-For Profit Corporation, with its principal offices at 1455 Fowler ST., Richland, WA 99352 (hereinafter "Contractor").

The "Agreement End Date" specified on the face sheet of the CONTRACT shall be amended and replaced in its entirety with the following:

Agreement End Date.....September 30, 2020

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

FOR BENTON COUNTY:

Chairman Date

Member Date

Member Date

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

FOR THE CONTRACTOR:
Cindy O'Neill, Director

Signature 5/31/2020
Date

Cindy O'Neill
Name

Exec Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Human Services Manager

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 5/26/20 BC 6/9/20
Subject:	Program Agreement Amendment No. 3 with nCourt LLC
Presenter:	
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

Summary / Background Information

Benton-Franklin Counties Juvenile Justice Center currently contracts with nCourt LLC to provide an online/web-based payment option for the collection of legal financial obligations.

The purpose of Program Agreement Amendment No. 3 is to amend Section 2. ("Time Performance") of the original Program Agreement. The term of the Program Agreement Amendment No. 3 will commence on July 1, 2020 and expire on June 30, 2025.

Fiscal Impact

Amount: There is no financial obligation to the Benton-Franklin Counties Juvenile Justice Center.

Fund:

Recommendation

The Administrative Services Manager recommends that Program Agreement Amendment No. 3 is approved as presented.

Suggested Motion

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign on behalf of their respective county, Program Agreement Amendment No. 3 with Benton-Franklin Counties Juvenile Justice Center and nCourt LLC.

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 EXECUTING A PROGRAM AGREEMENT AMENDMENT NO. 3 BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND NCOURT LLC, AMENDING BENTON COUNTY RESOLUTION 2016 172 AND FRANKLIN COUNTY RESOLUTION 2016 068

WHEREAS, per Benton County Resolution 2016 172 dated March 1, 2016 and Franklin County Resolution 2016 068 dated February 24, 2016 the Board of Benton County Commissioners and the Board of Franklin County Commissioners entered into an Agreement between Benton-Franklin Counties Juvenile Justice Center and nCourt LLC, to provide an online/web-based payment option for the collection of legal financial obligations; and

WHEREAS, the current Program Agreement with nCourt LLC is expiring on June 30, 2020. Program Agreement Amendment No. 3 revises Section 2, ("Time Performance") of the original Program Agreement; **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 Board approves the attached nCourt LLC Program Agreement Amendment No. 3; and

BE IT FURTHER RESOLVED, the term of the attached nCourt LLC Program Agreement Amendment No. 3 commences on July 1, 2020 and expires on June 30, 2025; and

BE IT FURTHER RESOLVED, that the Chairman of the boards is authorized to sign nCourt LLC Program Agreement Amendment No. 3.

DATED this ____day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Member

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this ____day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Originals (4): 1-BC Commissioners, 1-FC Commissioners, 1-nCourt, 1-BFJJC

R. Garcia

JUDGES
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner
Hon. Alexander C. Ekstrom
Hon. Jacqueline 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 STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

PROGRAM AGREEMENT AMENDMENT NO. 3

This Program Agreement Amendment No. 3 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and nCourt LLC, with its principal offices located at 955A Cobb Place Blvd., Kennesaw, GA 30144 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' Agreement, numbered as Benton County Resolution No. 2016 172 and executed on March 1, 2016 and Franklin County Resolution No. 2016 068 and executed on February 24, 2016 (the "Contract"), the parties agree to amend the Contract as follows:

1. In accordance with Section 2 of the Agreement ("Time Performance"), the parties agree to extend the Agreement for an additional five-year period, from July 1, 2020 to June 30, 2025.

Except as expressly provided in this Program Agreement Amendment No. 3, all other terms and conditions of the original Agreement and subsequent written Agreement Amendments thereto remain in full force and effect.

This Program Agreement Amendment No. 3 shall be effective July 1, 2020 and shall expire on June 30, 2025.

nCourt, LLC 955A Cobb Place, Blvd. Kennesaw, GA 30144	**Benton Franklin Counties** **Juvenile Justice Center** 5606 W Canal PL STE 106 Kennewick WA 99336-1388
Dave Winters 4/20/2020	Darryl Banks 5-11-2020
Dave Winters, Chief Financial Officer Date	**Darryl Banks, Administrator Date**
BENTON COUNTY APPROVAL **Approved as to Form:** 0508 22 Stephen Hallstrom, **Deputy Prosecuting Attorney Date** By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 2, 2020
Subject:	Sign contract with LinkedIn Learning
Presenter:	Eric Hsu, OPD
Prepared By:	Eric Hsu, OPD
Reviewed By:	

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

Summary / Background Information

Benton County has been contracting with LinkedIn to provide high quality Lynda.com on-line training (recently renamed "LinkedIn Learning for Government") to Department Managers on a variety of topics useful to their management and leadership of departments. This contract expires May 22, 2020. It was determined that this training has been very useful in assisting managers, their assistants, and staff, in the pursuit of their duties. Therefore, a renewal has been arranged with LinkedIn for the next year, totaling $6,602.88 inclusive of tax. The invoice for the renewal will be paid by P-card once the proposed resolution (and attached subscription contract) has been approved.

Fiscal Impact

Amount: **$6,602.88**

Fund: **Current Expense**

Recommendation

Sign subscription contract as proposed.

Suggested Motion

Move that the resolution approving the on-line training contract with LinkedIn Learning be approved and that the Chairman be authorized to sign the one-year subscription for such on-line training.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE RENEWAL OF THE SUBSCRIPTION FOR LINKEDIN LEARNING ON-LINE TRAINING

WHEREAS, Benton County has been contracting with LinkedIn.com for Lyndapro (Lynda.com) high quality on-line training services for Department Managers by way of a contract that expires May 22, 2020 (Training) which has been renamed "Linkedin Learning for Government"; and

WHEREAS, training appears to have been beneficial in assisting Managers in the managing and leading of their departments and it is therefore desirable that training continue to be provided to Managers; and

WHEREAS, after consideration of the needs of departments including Assistant Managers, it was determined that renewal of this training contract, for a total of 19 licenses, on the terms proposed by LinkedIn, appear to be in the best interests of Benton County; **NOW, THEREFORE**

BE IT RESOLVED that the subscription for LinkedIn Learning for Government, provided by LinkedIn for 19 licenses, for the period of May 23, 2020 through May 22, 2021 and at the renewal cost of $6,080, plus sales tax (total of $6,602.88) be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board be authorized to sign the subscription contract with LinkedIn, attached to this resolution.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

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

E. Hsu

LinkedIn
1000 West Maude Avenue
Sunnyvale, CA 94085
Phone: 650.687.3600
Fax: 1.650.429.2122
www.linkedin.com

Pricing Valid Through: May 22, 2020

Proposed by:
Steven Slenk
sslenk@linkedin.com

CONTRACT CONTACT: Eric Hsu

Sold to Customer County of Benton

BILL TO: County of Benton

Bill To Doing Business As:

Contact: Eric Hsu

County of Benton

Address: 620 Market St

City/State/Zip: Prosser WA 99350-1300

Country: United States

Email: eric.hsu@co.benton.wa.us

Phone:

By initialing here, I agree that the Billing details are current and accurate. _____

SHIP TO: County of Benton

Ship To Doing Business As:

620 Market St

Prosser, WA 99350-1300

United States

ORDER INFORMATION

Contract #: CS5785846-19

Billing Period: Annually Upfront

Billing Method: Invoice

Billing Instructions:

For Internal Only:

Type: Renewal

Rep Region: LDC-NA-US-XXX6-GVED-SNL-HY

Agency Name:

Currency: USD

Contract Start Date*: May 23, 2020
Contract End Date: May 22, 2021
*"The start date of the services on this Order Form will be the later of the Contract Start Date or the date that the Order Form is fully executed"

ç	Qty	Term (Months)	Notes	Sales Price	Total
Product Name: LinkedIn Learning for Government Product SKU: LLEFGR000-1801 Product Description: LinkedIn Learning provides organizations with access to high-quality learning content, an intuitive and personalized learning experience and administrative capabilities to manage learners, recommend content and measure performance.	19	12		$320.00	$6,080.00
				SUB TOTAL	$6,080.00
				ESTIMATED TAX*	$522.88
				ESTIMATED ORDER TOTAL	$6,602.88

PURCHASE ORDER INFORMATION

Our records **INDICATE** that a Purchase Order Number may NOT be required for this order.

If a Purchase Order IS required, please enter the PO Number:

By initialing here, I confirm that a Purchase Order number is **NOT** required, or if a Purchase Order Number is listed **ABOVE**, I confirm that it is current and accurate._____

Please attach PO

PAYMENT OPTIONS

- Customer Payment Terms: 30 Days
- US and Canada Customers: Check, Credit Card, or Bank Wire Transfer
- Non-US Customers: Credit Card or Bank Wire Transfer only

TAX INFORMATION

Check here if your company is tax exempt:
Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com.

Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form.

For customers located in AZ, CO, CT, FL, HI, IA, IL, IN, LA, MA, MN, MS, NE, NM, NJ, NY, NC, OH, PA, RI, SC, SD, TN, TX, UT, VT, WA , WI and WV, Linkedin may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Any applicable sales tax charges will appear separately on your final invoice. For customers located in other states, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

LinkedIn Confidential and Proprietary
Rev. September 2016

TERMS

- LinkedIn Services provided under this Order Form are governed by the LinkedIn Subscription Agreement between the parties ("LSA"), the terms of which are incorporated into this Order Form. The Service Terms available at https://legal.linkedin.com/service-specific-terms apply to Customer to the extent the specific Service is included in this Order Form, the terms of which are incorporated into this Order Form.
- Except as provided in the LSA, Services purchased under this Order Form are non-cancelable and non-refundable.
- Future orders will be at list price (including any applicable volume based discounts) at the time of purchase.
- Customer will maintain complete and accurate billing and contact information with LinkedIn and will notify LinkedIn of any inaccuracies on an invoice within the time period set forth in the Payment Terms section above.
- Add-on orders must co-term with the originating order.
- This order will automatically renew for the same subscription term, unless either party gives the other written notice of non-renewal at least 45 days prior to the end of the subscription term.

I HEREBY REPRESENT THAT: (I) I AM AN AUTHORIZED SIGNATORY FOR CUSTOMER; (II) I HAVE READ AND AGREED TO THE TERMS OF THIS ORDER FORM; AND (III) BY SIGNING THIS ORDER FORM, I AM ENTERING INTO A LEGALLY BINDING CONTRACT.

CUSTOMER (or APPROVED AGENCY)	LinkedIn Corporation	
Signature:	Signature:	Marshia Escobar
Name:	Name:	Marshia Escobar
Title:	Title:	Senior Manager, Revenue Recognition
Date:	Date:	May 7, 2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06/09/20
Subject:	Approve Contract Amendment with Scott Rodgers
Presenter:	Eric Hsu, OPD
Prepared By:	Eric Hsu, OPD
Reviewed By:	

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

Summary / Background Information

Benton County contracts with Scott Rodgers for public defense services in Benton County Superior Court. The attorney's contract limits his annual caseload to a maximum of 140 cases. However, in 2019, it was necessary to request that multiple Superior Court attorneys accept cases in excess of 140 to account for an unanticipated overage in overall caseload in Superior Court. Scott Rodgers was one of these attorneys that accepted an increased caseload for 2019. The proposed contract amendment provides for allowing this overage and allows the attorney to be appropriately compensated accordingly.

Fiscal Impact

Amount: **$4,080.00**

Fund: **Current Expense**

Recommendation

Sign contract amendment.

Suggested Motion

Move that the resolution approving the contract amendment for attorney Scott be approved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE SUPERIOR COURT PUBLIC DEFENSE CONTRACT WITH ATTORNEY SCOTT RODGERS TO INCREASE THE CASELOAD CAP FOR 2019 ONLY

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

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

WHEREAS, Benton County contracts with, among others, attorney Scott Rodgers ("Attorney") to provide Services, under a contract that provides for an annual caseload cap of 140 cases; and

WHEREAS, the Superior Court caseload in 2019 exceeded expectations and it was necessary to request that Attorney accept cases above and beyond the 140 case cap which he agreed to (bringing his 2019 total caseload to 146); and

WHEREAS, it is now necessary to amend the contract with Attorney so that it reflects the increased caseload cap for 2019 and he can be compensated accordingly; **NOW, THEREFORE**

BE IT RESOLVED that the Superior Court public defense contract with attorney Scott Rodgers, previously executed by and through Resolution 2019-771 be amended by increasing the caseload cap for year 2019 to 146 cases, with total compensation remaining in the amount of $680 per case plus allowable expenses, case and assignment premiums, and other additional fees, as provided in the underlying contract.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Scott Rodgers
Copy – Auditor, Superior Court, S. Godinez

E. Hsu

AMENDMENT TO

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT

BCSC1920SER001

CONTRACT SUMMARY			
Contract Type	**Full**		
Contract Number	**BCSC1920SER001**	**Contract Holder**	**Scott Rodgers**
WSBA #	**41368**	**Effective Dates**	**February 15, 2019 – December 31, 2020**
Caseload Cap	**140**	**Compensation**	**$680 per case**
Assigned Court	**Superior Court**	**Compensation Structure**	☒ **By the case** ☒ **Monthly** ☐ **Hourly**

THIS AGREEMENT, previously entered into by and between **Scott Rodgers** attorney at law, Washington State Bar Association **#41368** ("Attorney"), and **BENTON COUNTY, WASHINGTON**, a state of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court by and through Resolution 2018-948.

IS HEREBY AMENDED AS FOLLOWS:

7. **NUMBER OF APPOINTMENTS**. For 2019 only, Attorney shall accept up to 146 cases.

All remaining provisions, as amended, remain in full effect. The effective date of this amendment is December 1, 2019.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

BENTON COUNTY

Date_____

_____
Chairman

_____
Commissioner

_____
Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

_____
Clerk of the Board

Approved as to Form and Content

_____
Eric Hsu
Public Defense Manager

ATTORNEY

Date 5/8/20

_____
Scott Rodgers, WSBA **#41368**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9, 2020
Subject:	Final Plat of Cottonwood Creek #3- SUB 2020-005
Presenter:	Greg Wendt, Planning Manager
Prepared By:	Greg Wendt
Reviewed By:	Greg Wendt

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

Summary / Background Information

On July 30, 2019, the Benton County Board of County Commissioners approved the preliminary plat of Cottonwood Creek #3- SUB 2019-002, a subdivision of approximately 49.23 acres into 41 residential lots with an average lot size of 45,163 square feet. The plat is located generally south of the Badger Mountain RV Resort between Cottonwood Drive and Cottonwood Creek Blvd. on parcel # 1-1188-302-0000-001. On Lot 1 of Cottonwood Creek, Phase I in Section 11, Township 8 North, Range 28 East, W.M.

The preliminary plat was approved subject to nine (9) Findings of Fact and seven (7) Conditions of Approval. Those seven (7) conditions have been completed for the Final Plat of Cottonwood Creek #3 File No. SUB 2020-005 and the final plat is being submitted to the Board for their approval and signature.

Fiscal Impact

Amount: Unknown - Maintenance of new county roads

Fund: Unknown

Recommendation

It is the recommendation of the Benton County Planning Department that the Final Plat of Cottonwood Creek #3- SUB 2019-002 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat.

Suggested Motion

The Board of County Commissioners approves the Final Plat of Cottonwood Creek #3- SUB 2019-002 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF COTTONWOOD CREEK #3 - SUB 2020-005 BY BADGER PROPERTIES II/JERRITT WISER - PARCEL NUMBER 1-1188-302-0000-001

WHEREAS, on July 30, 2019, the Board of County Commissioners approved the preliminary plat of Cottonwood Creek #3 - SUB 2019-002; and,

WHEREAS, on Tuesday, June 9, 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 Cottonwood Creek #3 - SUB 2020-005; 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 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.

WHEREAS, THE Board of County Commissioners in approving the final plat of Cottonwood Creek #3 also approves the vacation of the twenty (20) foot drainage easement running diagonally in a northern/southern line across Parcel # 1-1188-302-0000-001 (Lot 1 of Cottonwood Creek Phase 1); and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Cottonwood Creek #3 - SUB 2019-002 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Cottonwood Creek #3 - SUB 2020-005, NOW THEREFORE,

BE IT RESOLVED that the final plat of Cottonwood Creek #3 - SUB 2020-005 is approved and the Chairman so indicate by signing the plat.

Dated this 9th day of June 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh

THE FINAL PLAT OF

COTTONWOOD CREEK NUMBER 3

N. 1/2 OF THE S.W. 1/4 OF SEC. 11, T.08N., R.28E., W.M.,
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

FOUND 3/4" REBAR
C.O.R. PNT 2253

FOUND CASED
ALUM. CAP LS14120
C.O.R. PNT 2252

FOUND WSDOT
BRASS CAP

FOUND CASED
ALUM. CAP LS14120
C.O.R. PNT 2256

SCALE 1" = 100'

0 100 200 300

BASIS OF BEARING
WA STATE GRID
NAD83 PER C.O.R. CONTROL FILE

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL FILE
PNT NO.2252
NAVD 88 DATUM
ELEV=601.42

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

LEGEND

- O = SET 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- AAD ● = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- RHS ● = FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- = SET CASED 5/8" REBAR WITH ALUMINUM CAP LS 46886
- ● = FOUND AS INDICATED
- (NS)Ø = NOT FOUND OR SET
- AAD = FOUND 5/8" REBAR LS 38021
- RHS = FOUND 5/8" REBAR LS 14120
- B.O.B. = BASIS OF BEARING
- [ ] = TEMPORARY ADDRESSES
- 20* = STORM ESMT AF#2007-009956 IS HEREBY VACATED BY THIS PLAT, SEE COUNTY NOTES
- IRR = IRRIGATION
- UTIL = UTILITY
- ESMT = EASEMENT
- SD#x = SEE DETAIL ON SHEET 2
- CWCPH# = COTTONWOOD CREEK PHASE #
- = EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- (xxxxx) = RECORD DIMENSION COTTONWOOD CREEK PH1 & PH2

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83 (91). PER THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 2252, 2253 AND 2256 CONTROL POINTS. PROJECTED TO GROUND AT POINT 2256

GROUND DISTANCES ARE SHOWN HEREON.

SURVEYOR'S CERTIFICATE:

I, DEREK C. INGALSBE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "COTTONWOOD CREEK NUMBER 3", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALSBE L546886 — 5/20/20 DATE

DEREK C. INGALSBE STATE OF WASHINGTON 46886 REGISTERED PROFESSIONAL LAND SURVEYOR 5/20/20

INDEX

¼ ¼	SEC	T.	R.
	11	08N	28E

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____,2020 AT _____ MINUTES PAST _____ .M, AND RECORDED IN VOLUME _____ OF PLATS PAGE ____, AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.

BENTON COUNTY AUDITOR

DEPUTY — FEE NO.

FINAL PLAT FOR
BADGER PROPERTIES II

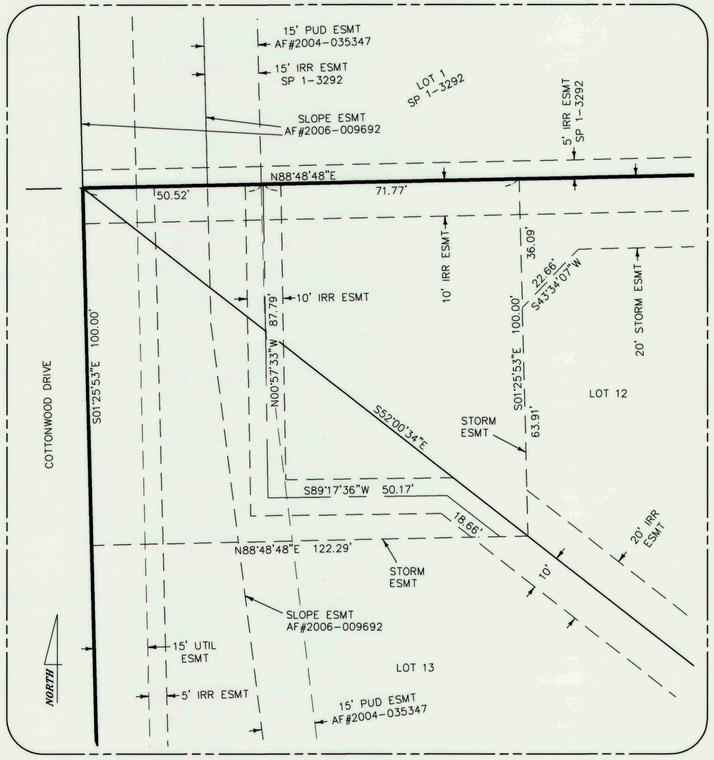
STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

2245FP4A.DWG	© 2020
DATE: 05/18/20	SHT. 1 OF 3
DRAWN BY: DCI	JOB # 2245

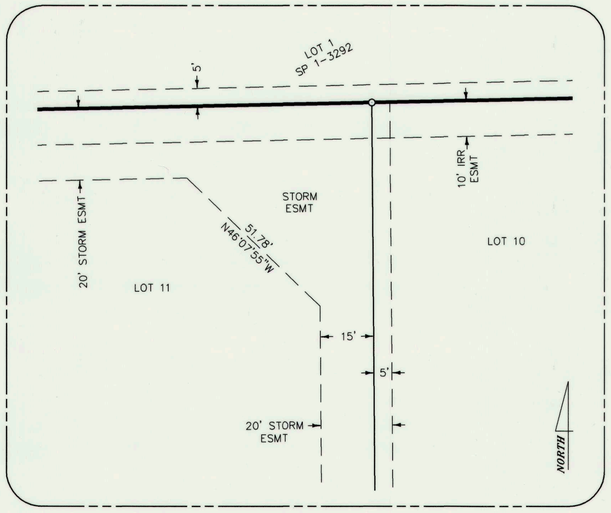
THE FINAL PLAT OF

COTTONWOOD CREEK NUMBER 3

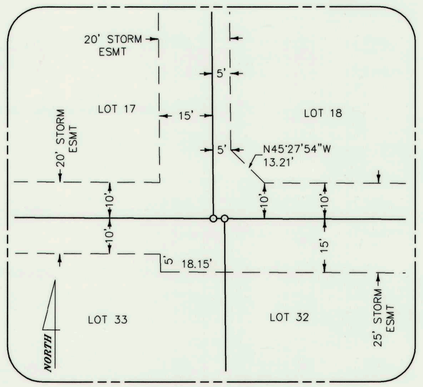
N. 1/2 OF THE S.W. 1/4 OF SEC. 11, T.08N., R.28E., W.M.,
BENTON COUNTY, WASHINGTON



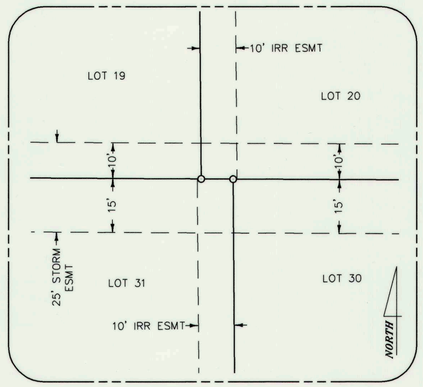
DETAIL 1
STORM RETENTION POND
SCALE 1" = 20'



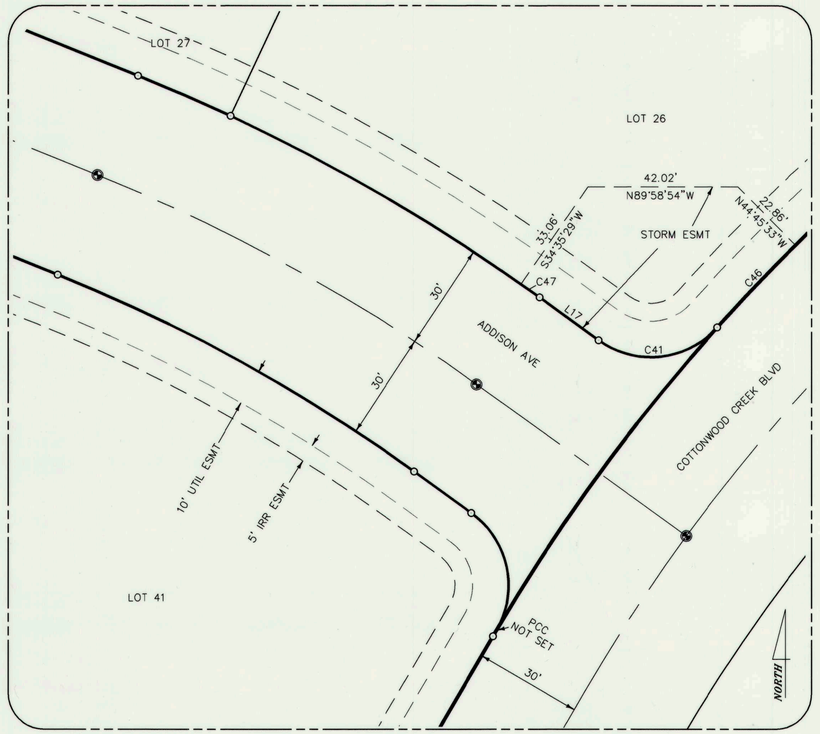
DETAIL 2
SCALE 1" = 20'



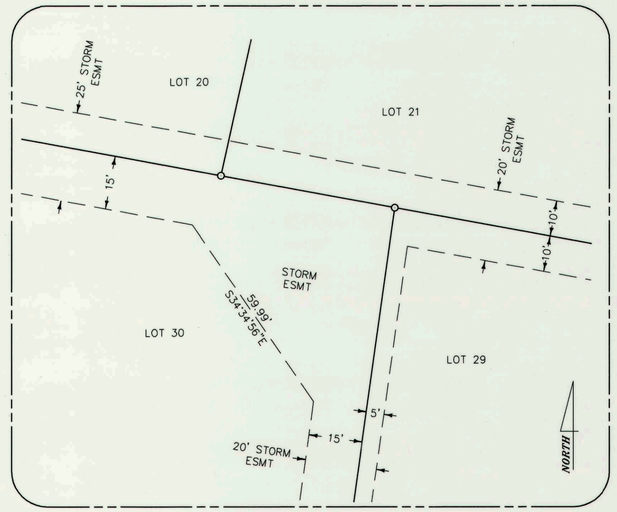
DETAIL 3
SCALE 1" = 20'



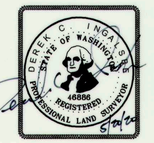
DETAIL 4
SCALE 1" = 20'



DETAIL 5
SCALE 1" = 20'



DETAIL 6
SCALE 1" = 20'



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____,2020 AT _____ MINUTES PAST ____ __.M, AND RECORDED IN VOLUME _____ OF PLATS PAGE ____, AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.

_____
BENTON COUNTY AUDITOR

_____ _____
DEPUTY FEE NO.

FINAL PLAT FOR
BADGER PROPERTIES II

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

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DATE: 05/18/20	SHT. 2 OF 3
DRAWN BY: DCI	JOB # 2245

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	67.10	N63°37'14"E
L2	91.68	S53°56'58"E
L3	72.40	N54°12'33"W
L4	2.64	N29°17'31"E
L5	5.60	N63°37'14"E
L6	61.50	N63°37'14"E
L7	19.81	N54°12'33"W
L8	34.20	N82°04'30"W
L9	54.26	N88°57'37"W
L10	61.28	S89°32'06"W
L11	59.57	N77°36'15"W
L12	69.29	S70°42'56"E
L13	33.27	S53°56'58"E
L14	33.27	N53°56'58"W
L15	32.88	S77°36'15"E
L16	27.01	N89°32'06"E
L17	20.45	N54°12'33"W
L18	46.16	N88°57'37"W
L19	60.00	S88°36'30"W
L20	82.16	S60°42'29"E
L21	24.70	S60°42'29"E
L22	27.16	S60°42'29"E
L23	60.00	S29°17'31"W
L24	30.00	S60°42'29"E
L25	35.53	S70°18'03"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	146.31	500.00	16°45'59"	N62°19'57"W	145.79
C2	60.47	503.00	6°53'18"	N74°09'35"W	60.44
C3	112.23	500.00	12°51'39"	N84°02'04"W	112.00
C4	206.40	130.00	90°57'59"	S44°03'07"W	185.39
C5	60.47	503.20	6°53'07"	N85°31'03"W	60.43
C6	123.19	503.20	14°01'36"	N75°03'42"W	122.88
C7	121.54	503.20	13°50'20"	N61°07'43"W	121.24
C8	58.99	500.00	6°45'35"	N32°40'18"E	58.95
C9	240.59	500.00	27°34'09"	N49°50'10"E	238.27
C10	239.67	500.00	27°27'52"	S49°53'18"W	237.39
C11	51.64	500.00	5°55'03"	S33°11'50"W	51.62
C12	99.44	135.00	42°12'20"	S39°36'19"E	97.21
C13	39.27	25.00	90°00'00"	N15°42'29"W	35.36
C14	113.69	470.00	13°51'33"	N36°13'18"E	113.41
C15	167.91	470.00	20°28'10"	N53°23'09"E	167.02
C16	201.76	530.00	21°48'42"	N52°42'53"E	200.55
C17	105.13	530.00	11°21'56"	S36°07'34"W	104.96
C18	1.90	530.00	0°12'18"	S30°20'28"W	1.90
C19	36.85	25.00	84°26'53"	N11°59'07"W	33.60
C20	114.29	473.20	13°50'20"	N61°07'43"W	114.02

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C21	115.85	473.20	14°01'36"	N75°03'42"W	115.56
C22	56.86	473.20	6°53'07"	N85°31'03"W	56.83
C23	40.35	25.00	92°28'16"	S44°48'16"W	36.11
C24	38.19	25.00	87°31'44"	S45°11'44"E	34.58
C25	158.77	100.00	90°57'59"	S44°03'07"W	142.61
C26	105.50	470.00	12°51'39"	N84°02'04"W	105.28
C27	42.73	473.00	5°10'34"	N75°00'57"W	42.72
C28	14.13	473.00	1°42'44"	N71°34'18"W	14.13
C29	137.54	470.00	16°45'59"	N62°19'57"W	137.04
C30	42.37	25.00	97°05'59"	N05°23'58"W	37.48
C31	42.22	25.00	96°45'31"	N77°40'17"E	37.38
C32	124.20	530.00	13°25'35"	N60°39'45"W	123.91
C33	30.90	530.00	3°20'24"	N69°02'45"W	30.89
C34	52.69	533.00	5°39'49"	N73°32'51"W	52.67
C35	11.39	533.00	1°13'29"	N76°59'30"W	11.39
C36	118.97	530.00	12°51'39"	S84°02'04"E	118.72
C37	31.94	160.00	11°26'14"	S83°49'00"W	31.89
C38	98.97	160.00	35°26'29"	S60°22'38"W	97.40
C39	80.00	160.00	28°38'52"	S28°19'57"W	79.17
C40	43.12	160.00	15°26'24"	S06°17'19"W	42.99

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C41	36.64	25.00	83°58'50"	N83°48'01"E	33.45
C42	100.44	533.20	10°47'33"	N59°36'20"W	100.29
C43	28.35	533.20	3°02'47"	N66°31'30"W	28.35
C44	130.53	533.20	14°01'36"	N75°03'42"W	130.21
C45	64.07	533.20	6°53'07"	N85°31'03"W	64.04
C46	31.75	530.00	3°25'55"	S43°31'30"W	31.74
C47	6.36	533.20	0°41'02"	N54°33'05"W	6.36
C48	150.67	100.00	86°19'37"	S17°32'41"E	136.82

THE FINAL PLAT OF
COTTONWOOD CREEK NUMBER 3

N. 1/2 OF THE S.W. 1/4 OF SEC. 11, T.08N., R.28E., W.M., BENTON COUNTY, WASHINGTON

COUNTY NOTES

1. THE STORM EASEMENT AS DEDICATED ON THE PLAT OF COTTONWOOD CREEK PHASE 1, AF#2007-009956, AS NOTED HEREON BY (20'*) IS HEREBY VACATED BY BENTON COUNTY APPROVAL OF THIS PLAT.

2. ADDRESSES [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF THE DWELLING AND ACCESS ONTO THE ROAD IS DETERMINED.

3. 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.

4. LOTS 13, 14 AND 15 SHALL NOT HAVE DIRECT ACCESS TO COTTONWOOD DRIVE.

5. LOTS 25, 26, AND 41 SHALL NOT HAVE DIRECT ACCESS TO COTTONWOOD CREEK BOULEVARD.

6. LOT 1 SHALL NOT HAVE DIRECT ACCESS TO COTTONWOOD CREEK BOULEVARD NOR WISER LOOP.

7. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR UPKEEP OF ANY STORMWATER RETENTION OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.

8. PRIOR TO THE CONSTRUCTION OF ANY DRIVEWAY OR THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY LOT WITHIN THIS SUBDIVISION, THE PROPERTY OWNER SHALL OBTAIN A ROAD APPROACH PERMIT FROM THE BENTON COUNTY PUBLIC WORKS DEPARTMENT AND INSTALL THE REQUIRED TEMPORARY CONSTRUCTION ACCESS.

9. NO TREES, SHRUBS, WEEDS, FENCING, OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY RIGHT-OF-WAY.

10. PROPERTY OWNERS THAT INSTALL GRASS, CURBING, ROCK MULCH OR OTHER LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY DO SO AT THEIR OWN RISK. THE COUNTY WILL NOT REPAIR OR REPLACE DAMAGED LANDSCAPING DUE TO CONSTRUCTION OR MAINTENANCE OPERATIONS.

11. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO A THREE THOUSAND FIVE HUNDRED ($3500) TRAFFIC MITIGATION FEE. SUCH FEE SHALL BE DUE AND PAYABLE PRIOR TO ISSUANCE OF ANY BUILDING PERMIT OR ROAD APPROACH PERMIT.

IRRIGATION

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

Bird Rath — May 20, 2020
KENNEWICK IRRIGATION DISTRICT — DATE

APPROVALS

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

BENTON COUNTY ~~ENGINEER~~ PUD #1 — 5-20-20 DATE

CHAIRMAN, BENTON COUNTY COMMISSIONERS — DATE

BENTON COUNTY PLANNING COMMISSION — 05/21/20 DATE

BENTON ~~P.U.D. NO.1~~ County Engineer — 05/21/20 DATE

BENTON FRANKLIN HEALTH DISTRICT — 5/20/2020 DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2020 PARCEL NO.111883020000001

Kenneth Spencer by L Shelton-Camarzi — 05/29/2020
TREASURER, BENTON COUNTY — DATE

ATTEST: Bill Spencer by Judy J. Wadsworth — 5/26/2020
BENTON COUNTY ASSESSOR — DATE

DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON AND THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND TRACTS AND THAT ALL STREETS, ROAD RIGHTS-OF-WAY, UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC AND THAT THIS SUBDIVISION SHALL HEREAFTER BE KNOWN AND DESIGNATED BY THE NAME COTTONWOOD CREEK NUMBER 3.

BADGER PROPERTIES II, LLC

Jerritt Wiser — Member — 5-20-2020
SIGNED — TITLE — DATE

DESCRIPTION

LOT 1, COTTONWOOD CREEK PHASE 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 320, RECORDS OF BENTON COUNTY, WASHINGTON EXCEPT THE EAST 30.00 FEET OF LOT 1, AND EXCEPT THAT PORTION OF SAID LOT 1 LYING NORTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE SOUTH 30°10'07" WEST, 60.00 FEET; THENCE NORTH 59°49'53" WEST, 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT WHICH BEARS NORTH 59°49'53" WEST, 25.00 FEET, THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 59°49'53" WEST, 27.16 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS POINT WHICH BEARS NORTH 30°10'07" EAST, 135.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 86°19'37" AN ARC LENGTH OF 203.40 FEET AND THE TERMINUS OF SAID DESCRIBED LINE. ALL IN SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.

ACKNOWLEDGEMENT

STATE OF Washington
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Jerritt Wiser IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Member OF, Badger Properties II, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 5/20/2020

Tracy L. Phillips
PRINTED NOTARY PUBLIC

Tracy L. Phillips — 11/01/2021
SIGNED NOTARY PUBLIC — MY APPOINTMENT EXPIRES

TRACY L. PHILLIPS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-01-21

NOTARY STAMP
BLACK INK ONLY

PLAT CLOSURE					
BEARING	DISTANCE	NORTH	SOUTH	EAST	WEST
N30°14'19"E	168.03	145.1671	0.0000	84.6202	0.0000
N46°55'47"E	304.44	207.9007	0.0000	222.3983	0.0000
N63°37'14"E	61.50	27.3254	0.0000	55.0961	0.0000
N46°37'55"E	285.28	195.8969	0.0000	207.3863	0.0000
N29°17'31"E	160.15	139.6729	0.0000	78.3549	0.0000
N15°42'41"W	35.36	34.0389	0.0000	0.0000	9.5752
N60°42'29"W	27.16	13.2883	0.0000	0.0000	23.6873
N39°36'19"W	97.21	74.8959	0.0000	0.0000	61.9708
N60°42'29"W	94.92	46.4406	0.0000	0.0000	82.7833
N75°56'51"W	1171.39	284.4275	0.0000	0.0000	1136.3343
S88°48'48"W	1280.69	0.0000	26.5245	0.0000	1280.4153
S01°25'53"E	650.21	0.0000	650.0071	16.2421	0.0000
N88°36'31"E	270.00	6.5565	0.0000	269.9204	0.0000
S01°25'52"E	300.00	0.0000	299.9064	7.4925	0.0000
N88°36'30"E	60.00	1.4573	0.0000	59.9823	0.0000
S88°10'34"E	1132.87	0.0000	36.0579	1132.2960	0.0000
S80°44'32"E	161.06	0.0000	25.9110	158.9621	0.0000
S70°18'03"E	161.06	0.0000	54.2905	151.6340	0.0000
S60°42'12"E	172.42	0.0000	84.3707	150.3670	0.0000
		1177.068	1177.068	2594.752	2594.766

NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE SUBDIVISION GUARANTEE PREPARED BY TICOR TITLE COMPANY, ORDER NUMBER 471802377, DATED 02/08/2018, OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.

2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

DEREK C. INGALSBE STATE OF WASHINGTON 46886 REGISTERED PROFESSIONAL LAND SURVEYOR — 5/18/20

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____,2020 AT _____ MINUTES PAST _____ .M. AND RECORDED IN VOLUME _____ OF PLATS PAGE _____, AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.

BENTON COUNTY AUDITOR

DEPUTY — FEE NO.

FINAL PLAT FOR
BADGER PROPERTIES II

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

2245FP4A.DWG	© 2020
DATE: 05/18/20	SHT. 3 OF 3
DRAWN BY: DCI	JOB # 2245

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, BENTON COUNTY SHERIFF'S OFFICE DEPARTMENT NUMBER 121.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File, BCSO

K. Gillies

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Benton County Sheriff's Office Dept Nbr: 121

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: 121 TRANSFER TO: 121

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	3201	Vehicle Fuel	$79,292	594.210	6401	Capital Outlay - Hardware	$66,014
				521.340	4102	Contract Services	$13,279
TOTAL			$79,292	TOTAL			$79,292

Explanation:

Per Resolution 2019-446 and 2019-752 Benton County Sheriff's Office applied for the FY2019 BJA STOP School Violence Prevention and Mental Health Training Program in June 2019 and accepted the award for $250,000 grant that does not require a matching proponent. However, due to it being mid-biennium and expenditures not happening until May 2020, a supplement was not requested. The Commissioners office has requested that we find it within our own budget. The piece of equipment is 66,013.79 and the warranty and services asssociated are $13,279. Both will be transferred from our fuel line item in Current Expense, Dept 121

Prepared by: Katie Gillies Date: 29-May-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 9, 2020
Subject:	Coronavirus Relief Funding ~ Interagency Agreement with the Washington State Department of Commerce
Presenter:	Jerrod MacPherson
Prepared By:	Jennifer Bowe
Reviewed By:	Linda Ivey

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

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

Summary / Background Information

Washington State Department of Commerce announced that local governments would receive a portion of nearly $300 million in federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds to address COVID-19 related costs.

The Washington State Department of Commerce would like to enter into an Interagency Agreement with Benton County to provide $11,099,000 in funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures; and

Funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 through October 31, 2020;

Fiscal Impact

Amount: $11,099,000

Fund: Multiple / To be determined

Recommendation

Approve the attached Resolution and Interagency Agreement ~ Contract #20-6541C-003 as presented.

Suggested Motion

Move to authorize the Chairman of the Board to sign the Interagency Agreement with the Washington State Department of Commerce ~ Contract #20-6541C-003 for $11,099,000, and further authorize the County Administrator, or his designee, to sign subsequent A-19 Certifications.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING AN INTERAGENCY AGREEMENT ~ CONTRACT #20-6541C-003 BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE AND BENTON COUNTY

WHEREAS, the Washington State Department of Commerce announced that local governments will receive a portion of nearly $300 million in federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds to address COVID-19 related costs; and

WHEREAS, the Washington State Department of Commerce would like to enter into an Interagency Agreement with Benton County to provide $11,099,000 in funding for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures; and

WHEREAS, these funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 through October 31, 2020; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached Interagency Agreement with the Washington State Department of Commerce (Contract Number 20-6541C-003) in the sum of $11,099,000 for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign the attached Interagency Agreement on behalf of the Board; and

BE IT FURTHER RESOLVED, the County Administrator, or their designee, shall have signature authority to certify and attest all expenditures submitted via the A-19 form are in compliance; and

BE IT FURTHER RESOLVED, this agreement shall begin on March 1, 2020 and terminate on October 31, 2020.

Dated this 9th day of June 2020.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: ……
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: 2 originals - Commissioners; Auditor; PA-Contract Compliance J. Bowe

Washington State Department of Commerce

Interagency Agreement with

Benton County

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: 20-6541C-003

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor	**2. Contractor Doing Business As (optional)**
Benton County 7122 W. Okanogan Place, Building A KENNEWICK, Washington 99336	
3. Contractor Representative	**4. COMMERCE Representative**
Jennifer Bowe Assistant Finance Manager (509) 222-2395 jennifer.bowe@co.benton.wa.us	Kari Sample Project Manager (360) 764-3090 Fax 360-586-5880 Kari.sample@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$11,099,000.00	Federal: **X** State: Other: N/A:	March 1, 2020	October 31, 2020

9. Federal Funds (as applicable)	**Federal Agency:**	**CFDA Number:**	**Indirect Rate (if applicable):**
$11,099,000.00	US Dept. of the Treasury	21.019	10.00%

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. DUNS #**
XXXXXXXXXXXXX	SWV0000322-02	035000971	083738997

14. Contract Purpose

To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.

15. Signing Statement

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report

FOR CONTRACTOR	**FOR COMMERCE**
Jim Beaver, Chairman of the Board of Commissioners	Mark K. Barkley, Assistant Director, Local Government Division
Date	Date
APPROVED AS TO FORM: See attached email approval to form Benton County Prosecutor's Office	**APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020.** **APPROVAL ON FILE.**

Jennifer Bowe

From: Ryan Brown
Sent: Tuesday, May 26, 2020 4:22 PM
To: Jennifer Bowe
Cc: Jerrod MacPherson; Matt Rasmussen
Subject: RE: [EXTERNAL] Contract #20-6541C-003 and Online Invoicing (A-19s)

Looks fine to me. I just pointed out to Jerrod and Matt the provision about signatory to vouchers is to be someone that has authority to bind the county.

From: Jennifer Bowe <Jennifer.Bowe@co.benton.wa.us>
Sent: Tuesday, May 26, 2020 10:52 AM
To: Ryan Brown <Ryan.Brown@co.benton.wa.us>
Cc: Jerrod MacPherson <Jerrod.MacPherson@co.benton.wa.us>; Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>
Subject: FW: [EXTERNAL] Contract #20-6541C-003 and Online Invoicing (A-19s)

Ryan,
Attached please find Benton County's COVID-19 contract from Commerce for your review and approval.

I look forward to your response/approval.

Let me know if you have any questions or require additional information.

Thank you,

Jennifer Bowe
Assistant Finance Manager
Benton County Commissioner's Office
7122 W. Okanogan Place, Bldg A
Kennewick, WA 99336
509-222-2395

From: Sample, Kari (COM) <kari.sample@commerce.wa.gov>
Sent: Tuesday, May 26, 2020 8:14 AM
To: Jennifer Bowe <Jennifer.Bowe@co.benton.wa.us>
Cc: Jim Beaver <Jim.Beaver@co.benton.wa.us>
Subject: [EXTERNAL] Contract #20-6541C-003 and Online Invoicing (A-19s)

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Attached you will find a copy of your contract #20-6541C-003. Please print, sign, and return two original copies to:
Department of Commerce
Attn: Kari Sample
1011 Plum Street SE

SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. CONTRACT 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 Contract.

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

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 Contractor.

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

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

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than $750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

A. Contractor, defined as the primary participant and it principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.

C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.

D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

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

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, 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
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS

1. DEFINITIONS

As used throughout this Contract, 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. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, 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. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

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. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract 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.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

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

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract 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 Contractor 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 Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract 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 Contractor 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 Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor 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 Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, 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 Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, 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 Contractor 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 Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract 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 contract.

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, 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.

13. 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 Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract 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 contract.

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor 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 Contractor to amend its subcontracting procedures as they

relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor'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.

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (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 contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor 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 contract. COMMERCE may withhold from any amounts due the Contractor 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 Contractor shall:

A. Stop work under the contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract 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 Contractor under the orders and 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 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 contract 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 contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, 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 Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

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

21. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19); AND**

2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR

2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
   a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
   b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
   c. Costs of providing COVID-19 testing, including serological testing.
   d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
   e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.

2. Public health expenses such as:

a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
e. Expenses for public safety measures undertaken in response to COVID-19.
f. Expenses for quarantining individuals.

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
   a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.

Washington State Department of Commerce

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.

2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.

3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.

4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
   a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
   b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
   c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.

5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury[1] and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:
1 – Guidance available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

_____
Printed Name

_____
Title

_____
Signature

_____
Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

1 **REPORT PERIOD** - *Enter* the report period into **Cell D1** of the A-19 Activity Report.
   - **a** This should match the report period entered on the corresponding A-19.
   - **b** Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.

2 **COLUMN E** - *Enter* the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.

3 **COLUMN F** - *Enter* the total amount being requested in the current reimbursement request for each applicable sub-category.

4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:

   - **a** Providing a brief description of the specific activities performed.
   - **b** Identifying specific populations served.
   - **c** Identifying specific programs created or utilized.
   - **d** Including any known or intended outcomes, results, or community impacts.

5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
   - **a** *Enter* a **Title** for other expenses added within the appropriate budget category.
   - **b** *Enter* titles into **Cells**: **D10**, **D19**, **D27**, **D36**, and **D41**.
   - **c** There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.

6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
   - **a** *Enter* a **Title** for these "other" expenses within budget category 6.
   - **b** *Enter* titles into **Cells D44 - D48**.
   - **c** There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	$ -	$ -	$ -	
B. Temporary public medical facilities & increased capacity	$ -	$ -	$ -	
C. COVID-19 testing, including serological testing	$ -	$ -	$ -	
D. Emergency medical response expenses	$ -	$ -	$ -	
E. Telemedicine capabilities	$ -	$ -	$ -	
F. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	$ -	$ -	$ -	
B. Medical and protective supplies, including sanitation and PPE	$ -	$ -	$ -	
C. Disinfecting public areas and other facilities	$ -	$ -	$ -	
D. Technical assistance on COVID-19 threat mitigation	$ -	$ -	$ -	
E. Public safety measures undertaken	$ -	$ -	$ -	
F. Quarantining individuals	$ -	$ -	$ -	
G. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	$ -	$ -	$ -	
B. Public Health	$ -	$ -	$ -	
C. Health Care	$ -	$ -	$ -	
D. Human Services	$ -	$ -	$ -	
E. Economic Development	$ -	$ -	$ -	
F. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	$ -	$ -	$ -	
B. Distance learning tied to school closings	$ -	$ -	$ -	
C. Telework capabilities of public employees	$ -	$ -	$ -	
D. Paid sick and paid family and medical leave to public employee	$ -	$ -	$ -	
E. COVID-19-related expenses in county jails	$ -	$ -	$ -	
F. Care and mitigation services for homeless populations	$ -	$ -	$ -	
G. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	$ -	$ -	$ -	
B. Payroll Support Programs	$ -	$ -	$ -	
C. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
6 Other COVID-19 Expenses				
A. Other:	$ -	$ -	$ -	
B. Other:	$ -	$ -	$ -	
C. Other:	$ -	$ -	$ -	
D. Other:	$ -	$ -	$ -	
E. Other:	$ -	$ -	$ -	
Sub-Total:	$ -	$ -	$ -	
TOTAL:	**$ -**	**$ -**	**$ -**	