

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 23, 2020

9:00 AM

Call to Order

Approval of Minutes

- ❖ June 2, 2020 Special
- ❖ June 4, 2020 Special
- ❖ June 16, 2020

Review Agenda

Consent Agenda

Assessor

- a. Salary Request

Auditor

- b. Lease Agreement w/BWR Holdings for Providing A Safe Voting Elections Season Through the CARES Act
- c. Surplus and Disposition of Personal Property

Corrections

- d. First Contract Amendment w/Young's ServiceMaster Cleaning Services for Disinfectant Services at the Jail

Human Services

- e. Contract w/Lourdes Counseling Center for Prosecutorial Division Services
- f. Line Item Transfer, Fund No. 0154-101, Dept. 000

Juvenile

- g. Line Item Transfer, Fund No. 0115-101, Dept. 173

Public Works

- h. Contract w/Strata for On-Call Material Sampling and Testing
- i. Accepting Work Performed by Iron Horse Vac for 2019 Culvert Cleaning
- j. Accepting Work Performed by DeAtley Crushing Company for 2019 Crushing & Stockpiling

Sheriff

- k. Contract w/Richland Yacht Club for Jetboat Moorage

Superior Court

- l. Expenditure Coding Corrections

Workforce Development

- m. Appointment of Jamie Rasmussen to the Benton-Franklin Workforce Development Council

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

Dial: 509 460-4941

Other Business

Executive Session

Potential Litigation ~ Commissioners

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Tuesday, June 2, 2020, 1:30 p.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA
Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Shyanne Palmus, Communications Coordinator; IT Manager Robert Heard.

Public Safety Sales Tax ~ External Agency Requests - 2021 – 2022 New Budget Request Presentations, Discussion and Possible Direction

Matt Rasmussen summarized the process stating the Requests for Proposal were advertised on April 1 and due May 15. He said they proposed a release of up to \$4 million for the 2021-2022 budget and received approximately \$6.5 million in requests from external agencies and county departments. Additionally, they limited each request to no more than \$700,000.

He said they would form a selection committee and hoped to have one Commissioner on the committee. The final recommendations to the Board would be on July 14, 2020. The Board agreed to appoint Commissioner Small to the selection committee.

The following organizations made presentations to the Board:

- Benton-Franklin Health District – Marie Hutson and Jeff Jones
 - Nurse Family Partnership - \$674,289 (Operational costs for public health nurses to deliver support of maternal and early childhood health program for first time moms and babies)
- Boys & Girls Club – Brian Ace
 - Kennewick Clubhouse - \$500,000 (\$250,000 operational support per year)
- Boys & Girls Club – Brian Ace
 - Prosser Clubhouse- \$200,000 (53% of the total cost of program implementation and operation)

- Chaplaincy Health Care – Teresa Avalos and Gary Castillo
 - Step Up Program - \$79,340 (focus is adolescent-family violence intervention program)

- Communities in Schools of Benton-Franklin – Tommy Heppler
 - In Schools & Beyond - \$626,947.44 (increase community and school district collaboration to identify, address and remove barriers for children and families in need - increase funding to add schools – from services in 6 schools to funding for 20 schools)

- Kiona-Benton City School District – Wade Haun
 - Kiona-Benton Crime Prevention Program – \$76,000 (focus on young people ages 14-21, specifically to target those who have dropped out or are in danger of dropping out of school to prevent them from participating in gang and criminal activities)

- Partners for Early Learning – Phyllis Ferguson
 - Building Resilience Through Family Support - \$292,544 (family support coaching to high risk families with young children, ages birth-5 in high poverty areas; would increase from 21 up to 35 families assisted)

- Safe Harbor Support Center – Sara Harpster
 - My Friends Place - \$400,000 (Eastern Washington’s only homeless teen shelter for ages 13-17 – to provide operational costs)

- Support, Advocacy & Resource Center (SARC) – JoDee Garretson
 - Human Trafficking Intervention & Prevention - \$294,012 (to maintain the Engagement Specialist position that is part-time at Juvenile Justice and to hire a Prevention Specialist whose focus is to reduce violence through prevention education in the school setting)

There being no further business before the Board, the meeting adjourned at approximately 4:30 p.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Thursday, June 4, 2020, 9:00 a.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA
Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Shyanne Palmus, Communications Coordinator; IT Manager Robert Heard; Clerk Josie Delvin; Finance Manager Linda Ivey (via/Skype); Chief of Corrections Scott Souza; OPD Manager Eric Hsu via/Skype; Deputy Prosecutor Megan Killgore; Human Services Manager Kyle Sullivan; Tammy McKeirnan, Human Services; Tara Symons, District Court Program Manager; PA Andy Miller; Deputy Prosecutor Julie Long; Marshall Pickett, Drug Court Case Manager; Superior Court Administrator Tiffany Deaton; Superior Court Judge Carrie Runge; Commander Jon Law, Commander Steve Caughey, and Katie Gillies, CFO, Sheriff's Office.

Public Safety Sales Tax ~ Internal Agency Requests - 2021 – 2022 New Budget Request Presentations, Discussion and Possible Direction

Mr. Rasmussen said this special meeting was to talk about internal agency requests. He said these requests were for new money; the current county programs were already in the baseline. Tuesday's meeting was for external agency requests for continuing current programs and new programs.

Again, he said the review committee would bring recommendations to the Board for funding internal and external agencies on July 14, 2020.

Chairman Beaver asked if there was any point at which this funding was exhausted; and he wanted to separate one-time requests from ongoing programs.

Mr. Rasmussen said the Request for Proposal included a maximum up to \$4 million in this go around and they received \$6.5 million in requests. Also, funding expired in 2024 and with the current sales tax situation, funding was currently trending downward.

The following departments made presentations to the Board:

- Clerk's Office – Josie Delvin
 - Additional Staff - \$129,487 (additional LPA III to address amount of time spent in new courts, supporting 10 judicial officers, and the decreased job efficiency from implementation of the new State program Odyssey – it takes 3 times longer to do the same function)

- Department of Corrections – Scott Souza
 - Mental Health Program in Jail Expansion – \$244,293.50 (to provide mental health coverage 7 days a week [currently available 5 days a week] by adding one full-time Designated Crisis Responder, increase current .5 certified Peer Counselor to full time, and converting one Designated Crisis Responder to working supervisor)
 - Substance Use Services Expansion – \$151,016 (expand by adding substance use professional – to better identify, assess and treat - to fill in the gap and provide a one-stop shop)

- Human Services – Kyle Sullivan and Megan Killgore
 - Case Manager Position - \$188,562 (new position in Human Services - roughly 30% increase in felony cases; estimate at least 100 cases that would benefit from a case manager). OPD Manager Eric Hsu and Michelle Gerber (Benton-Franklin Recovery Coalition) both strongly support this proposal.

- District Court - Tara Symons
 - Veterans Court - \$139,809 (clerical position - person will be split between courts – this will cover 2/3 of her time – roughly 70 clients)
 - Mental Health Court - \$47,001 (clerical position – anticipate needing a half-time position and it will be split between Courts)

- Office of Public Defense – Eric Hsu (via/Skype)
 - Public Defense Services - \$502,000 (District Court Contract Public Defenders - supplements current funding for increased caseloads and to be remain competitive with contracts; Superior Court Professional Services – supplements current funding – due to increased caseloads)

- Prosecuting Attorney – Andy Miller and Julie Long
 - Additional Staff - \$401,057 (one legal secretary and one deputy prosecuting attorney – due to increased caseloads; currently 610 open adult felony cases, 38% of which are serious violent crimes)

- Superior Court – Marshall Pickett
 - Adult Drug Court - \$212,041 (currently have 61 participants and 26 people on the waiting list and 54 people in the que to be on waiting list – requesting a second case manager position to expand program from 70 to 85 participants)

- Superior Court - Tiffany Deaton and Judge Carrie Runge
 - Two FTE Bailiff Positions - \$266,425 (currently have 5 full-time and 2 on-call positions but have not been able to fill on-call positions and are using an

outsourcing service to provide the bailiffs. Numbers do not add up – trying to maintain 10 courtrooms with 5 bailiffs – a safety and security issue; last time they received a full-time bailiff was in 2003)

Commissioner Small asked about the agreement with Franklin County. Ms. Deaton said the last agreement was to use an outsourcing agency. Commissioner Small expressed concern about the bi-county program (difficult to go forward without an agreement from Franklin County).

The Board recessed until 11:00 a.m.

- Sheriff's Office - Katie Gillies, Jon Law, Steve Caughey
 - Administrative Clerk Position - \$152,710 (due to separation of Sheriff's office and Corrections Department – loss of staff members needed for administrative duties)
 - Paralegal Public Records Clerk - \$157,980 (increased public records requests)
 - AFIS Mobile ID Program - \$30,000 (one-time request - identify people by fingerprint out in the field – 15 handheld units)
 - Interview Room Recording System JAVS iRecord - \$21,000 to \$23,000 (one-time request)
 - Investigations Forensic Software Programs (3) - \$69,000 (one-time cost with annual licensing fees to be paid from regular budget)
 - New Crime Scene Evidence Vehicle - \$325,000 to \$405,000 (currently rely on requesting State Patrol Control Lab; Kennewick has an aging vehicle)

The Board asked how this would fit into the whole Tri-City area (Pasco, Richland, Kennewick, State Patrol) and bring back a report on that.

- Portable Radar Speed Trailer Replacement - \$12,000 (one-time)
- Thermal Imagers for Fleeing Subjects/Rescue Operations (7) - \$55,000 (one with canine unit and one with each squad; tool to assist with suspect or missing or endangered youth or adult; have borrowed in the past but would like to have at immediate disposal)
- Waterways - \$150,500
 - \$110,500 to refurbish boat located south in the county at Paterson [new cost is \$275,000]
 - \$40,000 – two jet skis to address shallow waterways in Yakima River (currently call out Dive & Rescue to respond to shore and shallow water issues)

There being no further business before the Board, the meeting adjourned at 11:35 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, June 16, 2020, 9:00 a.m.

(Due to technical difficulties, the meeting started at 9:20 a.m.)

Meeting provided by Video Live-Broadcast and Telephonically – however due to technical difficulties, the meeting was not broadcast

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

Benton County Employees Present During All or a Portion of the Meeting: Matt Rasmussen, Deputy County Administrator; DPA Ryan Brown; IT Manager Robert Heard; Robert Blain, Director of Operations/Capital Assets; Scott Souza, Chief of Corrections; Lt. Josh Combs; HR Manager Lexi Wingfield; Facilities Manager Kirk Engle; Finance Manager Linda Ivey; Clerk Josie Delvin.

Approval of Minutes

The Minutes of June 9, 2020 were approved.

The Minutes of the special meeting of June 9, 2020 were approved.

Review Agenda

Change Order No. 2 with Banlin Construction was added to “Other Business”.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items “a” through “j”. Commissioner Small seconded and upon vote, the Board approved the following:

Auditor

- a. Line Item Transfer, Fund No. 0000-101, Dept. 102

Commissioners

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

Corrections

- c. Grant Award From the Department of Justice for the Coronavirus Emergency Supplemental Funding Program

Information Technology

- d. Line Item Transfer, Fund No. 0502-101, Dept. 000

- e. Purchase of Two Cisco Room Kit Minis and One Cisco DX80 From CompuNet, Inc

Juvenile

- f. Line Item Transfer, Fund No. 0115-101, Dept. 173

Public Works

- g. Lease Agreement w/Jan & Gail Blair for Crush & Stockpile Road Surfacing Materials @ Coats Quarry R-139
- h. Authorization to Advertise & Proceed w/Courthouse Upgrades Project
- i. Award of Contract to Cliff Thorn Construction for Annex Restroom Renovation Project
- j. Award of Contract to Stripe Rite for 2020 Pavement Marking Project

Public Comment

Maria Keaney, via teleconference, asked what the Commissioners, as leaders, were doing now that the application for phase 2 was on pause. She wanted to know what they were doing to work together with the Health District and local businesses to encourage them to work together. She said she was speaking as a teacher, on behalf of teachers and students, and her concern about how they were going to begin school next fall.

Chairman Beaver said they had been encouraging everyone to work together as Benton County tried to open back up and their team was working hard to get them to the next phase.

Ms. Keaney asked about public service announcements and said the community at large did not believe what was going on and were not wearing masks. She encouraged the elected officials to take a harder stance instead of allowing people to go against what was being ordered.

Larry (last name unknown) called in to make comments, but the Board was not able to hear him.

Commissioner Small commented that this has never happened before and the rules were constantly changing. He said they were encouraging mask use and doing what was needed and agreed they needed to work together to meet these requirements and they were doing public service announcements.

Chairman Beaver said the County did not have the authority and there are expectations as the County; there were rules and laws the County had to abide by, and people were making decisions about Benton County that did not live here.

Commissioner Delvin encouraged everyone to call the Governor's office. He said Benton County did not have the authority and the people needed to take it to the Governor. He said he was tired of talking to the Governor and trying to explain it and he was now telling the businesses to call the Governor because he had the ultimate authority. He said he wanted the prosecutors to review filing a lawsuit and that he was tired of it falling on deaf ears with the Governor's office.

Parks Department - Request for Temporary Help

Kirk Engle, along with Robert Blain, requested the Board approve the hiring of a temporary Parks Department employee. He said they had an employee out for six months and needed a temporary

employee to assist with work that was not able to get done. He said the position would be funded directly by the gap left from the employee's absence. He was requesting the position be hired for no more than five months and the funds were currently in the budget.

MOTION: Commissioner Small moved to approve the transfer of funds in Current Expense, Dept. 126 in the amount of \$16,000.00 as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Position Request and Discussion – GIS Supervisor

Matt Rasmussen and Lexi Wingfield presented a request for a new GIS Supervisor position to be added to the Benton County Road Fund. Mr. Rasmussen said they realized they needed to create a hierarchy and identified an Engineering Intern position that could be eliminated, as well as eliminating the GIS Technician II to create the Supervisor position. He said it was currently in the budget and would be a cost savings going forward.

MOTION: Commissioner Small moved to approve the Resolutions establishing the GIS Supervisor Classification Description and establishing a salary grade. Commissioner Delvin seconded and upon vote, the motion carried.

MOTION: Commissioner Small moved to approve the Line Item Transfer within County Road Fund to fund the GIS Supervisor position as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Other Business

Change Order No. 2 – Banlin Construction – New Administration Building Project

Robert Blain presented the Change Order No. 2 with Banlin Construction for the New Administration Building. He said he would normally bring it under Scheduled Business, but the change was large enough he needed approval before ordering materials and did not want to wait for the next available agenda. He said it included changes to the building layout for the 1st and 3rd floor, and the 2nd floor and basement, all told in the amount of \$684,527.42.

Commissioner Delvin said he talked to Mr. Blain about this and agreed it was a large change order, but these decisions and re-designs were made after the architect and engineering work was done.

MOTION: Commissioner Small moved to approve the Resolution approving the Change Order No. 2 to the Contract with Banlin Construction LLC for the New Administration Building Project as presented.

Discussion

Commissioner Delvin said this project was being done with cash and they have not had to ask constituents for extra money either through bond or tax because the funds were available in the capital fund.

Commissioner Small said Benton County had \$120 million in facilities it had to maintain and it was a lot of work to provide these facilities for all the constituents.

Upon vote, the motion carried unanimously.

Benton County Reopening Discussion - Continued

Commissioner Delvin said he wanted to know if the PA's office could review some issues and provide a briefing on what would happen if a business were to open without authority; who would pull their license or who would issue fines. He said he has been asked those questions and it would be nice to have some answers.

Commissioner Small said they were working on a commercial about using personal protective equipment and General Mattis would also be doing a commercial to send out a message to the public. He said he was interested in having Shyanne Palmus craft a message to businesses to assist the Tri-Cities in going forward, (like Costco requiring masks before entering the warehouse) to show they were being proactive. The Board agreed.

Commissioner Delvin said they had been trying, but they could try to do more. They were working on getting more testing, which should help the percentages go down and increasing contact tracing. However, it was discouraging because other counties were opening up and people were travelling out of the area to get services.

Accounts Payable

Check Date: 06/05/2020

EFT's: 1304
Transfers #: 06052001-06052005
Total all funds: \$33,932.22

Warrant #: 207019-207066
Total all funds: \$475,411.30

Payroll

Check Date: 06/05/2020

Payroll Checks
Warrant #: 242582-242621
Direct Deposit #: 153254-153860
Total all funds: \$2,410,780.34

Payroll Deductions/Transfers
Taxes #: 101200601-101200611
ACH #: 1305-1311
Total all funds: \$2,333,897.02

Payroll Deductions/Warrants
Warrant #: 207067-207074
Total all funds: \$131,583.99

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

Resolutions

- 2020-394: Line Item Transfer, Fund No. 0000-101, Dept. 102
- 2020-395: Line Item Transfer, Fund No. 0305-101, Dept. 000
- 2020-396: Grant Award From the Department of Justice for the Coronavirus Emergency Supplemental Funding Program
- 2020-397: Line Item Transfer, Fund No. 0502-101, Dept. 000
- 2020-398: Purchase of Two Cisco Room Kit Minis and One Cisco DX80 From CompuNet
- 2020-399: Line Item Transfer, Fund No. 0115-101, Dept. 173
- 2020-400: Lease Agreement w/Jan & Gail Blair for Crush & Stockpile Road Surfacing Materials @ Coats Quarry R-139
- 2020-401: Authorization to Advertise & Proceed w/Courthouse Upgrades Project
- 2020-402: Award of Contract to Cliff Thorn Construction for Annex Restroom Renovation Project
- 2020-403: Award of Contract to Stripe Rite for 2020 Pavement Marking Project
- 2020-404: Transfer of Funds Within Current Expense Fund 0000101 Dept Number 126
- 2020-405: Establishing a GIS Supervisor Classification Description
- 2020-406: Establishing a Salary Grade for GIS Supervisor
- 2020-407: Line Item Transfer, County Road Fund 0101-101 Dept Number 500
- 2020-408: Approving Change Order No. 2 with Banlin Construction LLC – New Administration Building Project

There being no further business before the Board, the meeting adjourned at approximately 9:55 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06/16/2020	
Subject:	Salary Request	
Presenter:	Bill Spencer	
Prepared By:	Bill Spencer	
Reviewed By:		
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

This is a position that was budgeted for a grade 8D – Appraiser Trainee. The employee brings some experience in property valuation, research and data analytics.

Fiscal Impact

There is no Fiscal impact for the 2019-2020 budget

Amount:

Fund:

Recommendation

Approve the attached Salary Request Statement

Suggested Motion

Consent Agenda

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 23, 2020
Subject:	Lease Contract/Voting Center
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd) <input type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The Election Division of the Auditor's Office has received a federal grant from the CARES Act and in reviewing their current available space and the anticipated numbers of voters during the 2020 elections season, it has been determined that in order to safely manage these numbers a voting center will need to be opened. Space has been identified in the old "Chuck E. Cheese" building in Richland that meets all the criteria to conduct a safe election season to Benton County voters. A lease has been prepared for the period of July 1, 2020 through November 30, 2020.

Fiscal Impact

Amount: \$7,233.00/mo.

Fund: Current Expense

Recommendation

Benton County will be leasing space from BWR Holdings LLP for the period of July 1, 2020 through November 30, 2020 to be used for a full-service voting center.

Suggested Motion

Move to authorize the Chairman of the Board to sign Lease Contract with BWR Holdings LLP for the period of July 1, 2020 through November 30, 2020, for the monthly sum of \$7,233.00.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT BETWEEN BWR HOLDINGS LLP AND BENTON COUNTY

WHEREAS, the Election Division of the Auditor's Office has received a federal grant from the CARES Act and in reviewing their current available space and the anticipated numbers of voters during the 2020 elections season, it has been determined that in order to safely manage these numbers a voting center will need to be opened.

WHEREAS, space has been identified in the old "Chuck E. Cheese building in Richland that meets all the criteria to conduct a safe election season to Benton County voters.

WHEREAS, a lease has been prepared for the period of July 1, 2020 through November 30, 2020 for \$7,233.00/ mo.

BE IT RESOLVED, the Chairman of the Board is authorized to sign the Lease Contract between BWR Holdings LLP and Benton County, for the period of July 1, 2020 through November 30, 2020, for the sum of \$7,233.00/mo.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board



Crown Property Management LLC
552 N. Colorado St. Ste 101
Kennewick, WA 99336
Phone: 509-735-0415
Fax: 509-737-3084

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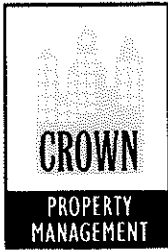
Form: MT_NNN
Multi-Tenant NNN Lease
Rev. 3/2011
Page 1 of 25

LEASE AGREEMENT
Multi Tenant Triple Net (NNN Lease)

THIS LEASE AGREEMENT (the "Lease") is entered into and effective as of this 1st day of June, 20 20 between BWR Holdings LLP ("Landlord"), and Benton County ("Tenant"). Landlord and Tenant agree as follows:

1. LEASE SUMMARY.

- a. **Leased Premises.** The leased commercial real estate i) consists of an agreed area of 14,166 +/- rentable square feet and is outlined on the floor plan attached as Exhibit A (the "Premises"); ii) is located on the land legally described on attached Exhibit B; and iii) is commonly known as 2610 N. Columbia Center Blvd. Richland WA 99352 (suite number and address). The Premises do not include, and Landlord reserves, the exterior walls and roof of the building in which the Premises are located (the "Building"), the land beneath the Building, the pipes and ducts, conduits, wires, fixtures, and equipment above the suspended ceiling; and the structural elements of the Building. The Building, the land upon which it is situated, all other improvements located on such land, and all common areas appurtenant to the Building are referred to as the "Property." The Building and all other buildings on the Property as of the date of this Lease consist of an agreed area of 102,196 rentable square feet.
- b. **Lease Commencement Date.** The term of this Lease shall be for a period of 5 months and shall commence on July 1st, 20 20 or such earlier or later date as provided in Section 3 (the "Commencement Date").
- c. **Lease Termination Date.** The term of this Lease shall terminate at midnight on November 30th, 20 20 or such earlier or later date as provided in Section 3 (the "Termination Date"). Tenant shall have no right or option to extend this Lease, unless otherwise set forth in a rider attached to this Lease (e.g., Option to Extend Rider, CBA Form OR).
- d. **Base Rent.** The base monthly rent shall be (check one): \$ 7,233.00, or according to the Rent Rider attached hereto ("Base Rent"). Rent shall be payable at Landlord's address shown in Section 1(h) below, or such other place designated in writing by Landlord.
- e. **Prepaid Rent.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$ 7,233.00 as prepaid rent, to be applied to the Rent due for the months One through of the Lease.
- f. **Security Deposit.** Upon execution of this Lease, Tenant shall deliver to Landlord the sum of \$ 7,233.00 to be held as a security deposit pursuant to Section 5 below. The security deposit shall be in the form of (check one): cash, letter of credit according to the Letter of Credit Rider (CBA Form LCR) attached hereto, or check.
- g. **Permitted Use.** The Premises shall be used only for Voting Center for Primary Election and Presidential/ General Election and for no other purpose without the prior written consent of Landlord (the "Permitted Use").
- h. **Notice and Payment Addresses:**
- Landlord: BWR Holdings LLP c/o Crown Property Management
552 N. Colorado St. Suite #101
Kennewick WA, 99336
Fax No.: 509-373-3084
Email: merickson@crowncrownpropertymanagement.com
- Tenant: Benton County



Crown Property Management LLC
552 N. Colorado St. Ste 101
Kennewick, WA 99336
Phone: 509-735-0415
Fax: 509-737-3084

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Form: MT_NNN
Multi-Tenant NNN Lease
Rev. 3/2011
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LEASE AGREEMENT
Multi Tenant Triple Net (NNN Lease)

620 Market St.
PO Box 470 Prosser WA, 99350

Fax No.: _____
Email: Deidra.beck@co.benton.wa.us

- i. **Tenant's Pro Rata Share.** Landlord and Tenant agree that Tenant's Pro Rata Share is 13.8 %, based on the ratio of the agreed rentable area of the Premises to the agreed rentable area of the Building and all other buildings on the Property as of the date of this Lease. Any adjustment to the Premises' or Building's rentable floor area measurements will be reflected in an adjustment to Tenant's Base Rent or Pro Rata Share.
2. **PREMISES.**
- a. **Lease of Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, the Premises upon the terms specified in this Lease.
 - b. **Acceptance of Premises.** Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises. Except for any tenant improvements to be completed by Landlord as described on attached Exhibit C (the "Landlord's Work"), Tenant shall be responsible for performing any work necessary to bring the Premises into a condition satisfactory to Tenant. By signing this Lease, Tenant acknowledges that it has had an adequate opportunity to investigate the Premises; acknowledges responsibility for making any corrections, alterations and repairs to the Premises (other than the Landlord's Work); and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.
 - c. **Tenant Improvements.** Attached Exhibit C sets forth all Landlord's Work, if any, and all tenant improvements to be completed by Tenant (the "Tenant's Work"), if any, that will be performed on the Premises. Responsibility for design, payment and performance of all such work shall be as set forth on attached Exhibit C. If Tenant fails to notify Landlord of any defects in the Landlord's Work within thirty (30) days of delivery of possession to Tenant, Tenant shall be deemed to have accepted the Premises in their then condition. If Tenant discovers any major defects in the Landlord's Work during this 30-day period that would prevent Tenant from using the Premises for the Permitted Use, Tenant shall notify Landlord and the Commencement Date shall be delayed until after Landlord has notified Tenant that Landlord has corrected the major defects and Tenant has had five (5) days to inspect and approve the Premises. The Commencement Date shall not be delayed if Tenant's inspection reveals minor defects in the Landlord's Work that will not prevent Tenant from using the Premises for the Permitted Use. Tenant shall prepare a punch list of all minor defects in Landlord's Work and provide the punch list to Landlord, which Landlord shall promptly correct.
3. **TERM.** The term of this Lease shall commence on the Commencement Date specified in Section 1, or on such earlier or later date as may be specified by notice delivered by Landlord to Tenant advising Tenant that the Premises are ready for possession and specifying the Commencement Date, which shall not be less than ___ days (thirty (30) days if not filled in) following the date of such notice.
- a. **Early Possession.** If Landlord permits Tenant to possess and occupy the Premises prior to the Commencement Date specified in Section 1, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.



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b. **Delayed Possession.** Landlord shall act diligently to make the Premises available to Tenant; provided, however, neither Landlord nor any agent or employee of Landlord shall be liable for any damage or loss due to Landlord's inability or failure to deliver possession of the Premises to Tenant as provided in this Lease. If possession is delayed, the Commencement Date set forth in Section 1 shall also be delayed. In addition, the Termination Date set forth in Section 1 shall be modified so that the length of the Lease term remains the same. If Landlord does not deliver possession of the Premises to Tenant within _____ days (sixty (60) days if not filled in) after the Commencement Date specified in Section 1, Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after such time period ends. If Tenant gives such notice of cancellation, the Lease shall be cancelled, all prepaid rent and security deposits shall be refunded to Tenant, and neither Landlord nor Tenant shall have any further obligations to the other. The first "Lease year" shall commence on the Commencement Date and shall end on the date which is twelve (12) months from the end of the month in which the Commencement Date occurs. Each successive Lease year during the initial term and any extension terms shall be twelve (12) months, commencing on the first day following the end of the preceding Lease year. To the extent that the tenant improvements are not completed in time for the Tenant to occupy or take possession of the Premises on the Commencement Date due to the failure of Tenant to fulfill any of its obligations under this Lease, the Lease shall nevertheless commence on the Commencement Date set forth in Section 1.

4. RENT.

a. **Payment of Rent.** Tenant shall pay Landlord without notice, demand, deduction or offset, in lawful money of the United States, the monthly Base Rent stated in Section 1 in advance on or before the first day of each month during the Lease term beginning on (check one): the Commencement Date, or _____ (if no date specified, then on the Commencement Date), and shall also pay any other additional payments due to Landlord ("Additional Rent"), including Operating Costs (collectively the "Rent") when required under this Lease. Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Landlord under this Lease, including late fees and interest, shall also constitute Additional Rent, and upon failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent.

b. **Triple Net Lease.** This Lease is what is commonly called a "Net, Net, Net" or "triple-net" Lease, which means that, except as otherwise expressly provided herein, Landlord shall receive all Base Rent free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to Base Rent, Tenant shall pay to the parties respectively entitled thereto, or satisfy directly, all Additional Rent and other impositions, insurance premiums, repair and maintenance charges, and any other charges, costs, obligations, liabilities, requirements, and expenses, including without limitation the Operating Costs described in Section 8, which arise with regard to the Premises or may be contemplated under any other provision of the Lease during its term, except for costs and expenses expressly made the obligation of Landlord in this Lease.

c. **Late Charges; Default Interest.** If any sums payable by Tenant to Landlord under this Lease are not received within five (5) business days after their due date, Tenant shall pay Landlord an amount equal to the greater of \$100 or five percent (5%) of the delinquent amount for the cost of collecting and handling such late payment in addition to the amount due and as Additional Rent. All delinquent sums payable by Tenant to Landlord and not paid within five (5) business days after their due date shall, at Landlord's option, bear interest at the rate of fifteen percent (15%) per annum, or the highest rate of interest allowable by law, whichever is less (the "Default Rate"). Interest on all delinquent amounts shall be calculated from the original due date to the date of payment.



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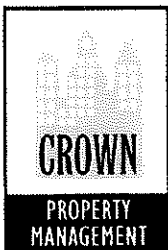
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- d. **Less Than Full Payment.** Landlord's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless Landlord specifically consents in writing to payment of such lesser sum as an accord and satisfaction or compromise of the amount which Landlord claims. Any portion that remains to be paid by Tenant shall be subject to the late charges and default interest provisions of this Section 4.
5. **SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deliver to Landlord the security deposit specified in Section 1 above. Landlord's obligations with respect to the security deposit are those of a debtor and not of a trustee, and Landlord may commingle the security deposit with its other funds. If Tenant breaches any covenant or condition of this Lease, including but not limited to the payment of Rent, Landlord may apply all or any part of the security deposit to the payment of any sum in default and any damage suffered by Landlord as a result of Tenant's breach. Tenant acknowledges, however, that the security deposit shall not be considered as a measure of Tenant's damages in case of default by Tenant, and any payment to Landlord from the security deposit shall not be construed as a payment of liquidated damages for Tenant's default. If Landlord applies the security deposit as contemplated by this Section, Tenant shall, within five (5) days after written demand therefore by Landlord, deposit with Landlord the amount so applied. If Tenant complies with all of the covenants and conditions of this Lease throughout the Lease term, the security deposit shall be repaid to Tenant without interest within thirty (30) days after the surrender of the Premises by Tenant in the condition required hereunder by Section 13 of this Lease.
6. **USES.** The Premises shall be used only for the Permitted Use specified in Section 1 above, and for no other business or purpose without the prior written consent of Landlord. No act shall be done on or around the Premises that is unlawful or that will increase the existing rate of insurance on the Premises, the Building, or the Property, or cause the cancellation of any insurance on the Premises, the Building, or the Property. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance. Tenant shall not do or permit anything to be done on the Premises, the Building, or the Property which will obstruct or interfere with the rights of other tenants or occupants of the Property, or their employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees or to injure or annoy such persons.
7. **COMPLIANCE WITH LAWS.** Tenant shall not cause or permit the Premises to be used in any way which violates any law, ordinance, or governmental regulation or order. Landlord represents to Tenant that, as of the Commencement Date, to Landlord's knowledge, but without duty of investigation, and with the exception of any Tenant's Work, the Premises comply with all applicable laws, rules, regulations, or orders, including without limitation, the Americans With Disabilities Act, if applicable, and Landlord shall be responsible to promptly cure at its sole cost any noncompliance which existed on the Commencement Date. Tenant shall be responsible for complying with all laws applicable to the Premises as a result of the Permitted Use, and Tenant shall be responsible for making any changes or alterations as may be required by law, rule, regulation, or order for Tenant's Permitted Use at its sole cost and expense. Otherwise, if changes or alterations are required by law, rule, regulation, or order unrelated to the Permitted Use, Landlord shall make changes and alterations at its expense.
8. **OPERATING COSTS.**
- a. **Definition.** As used herein, "Operating Costs" shall mean all costs of operating, maintaining and repairing the Premises, the Building, and the Property, determined in accordance with generally accepted accounting principles, and including without limitation the following: all taxes and assessments (including, but not limited to, real and personal property taxes and assessments, local improvement district assessments and other special purpose assessments, and taxes on rent or gross receipts); insurance premiums paid by Landlord and (to the extent used) deductibles for insurance applicable to the Property; water, sewer and all other utility charges (other than utilities separately metered and paid directly by



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Tenant or other tenants); janitorial and all other cleaning services; refuse and trash removal; supplies, materials, tools, and equipment used in the operation, repair, and maintenance of the Property; refurbishing and repainting; carpet replacement; to the extent serving areas other than just the Premises, heating, ventilation and air conditioning ("HVAC") service and repair and replacement of HVAC when necessary; elevator service and repair and replacement of elevators when necessary; pest control; lighting systems, fire detection and security services; landscape maintenance; management (fees and/or personnel costs); parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; repair, maintenance, and, where reasonably required, replacement of signage; amortization of capital improvements as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord); costs of legal services (except those incurred directly relating to a particular occupant of the Building); and accounting services, labor, supplies, materials and tools. Landlord and Tenant agree that if the Building is not ninety percent (90%) occupied during any calendar year (including the Base Year, if applicable), on a monthly average, then those portions of the Operating Costs that are driven by occupancy rates, as reasonably determined by Landlord, shall be increased to reflect the Operating Costs of the Building as though it were ninety percent (90%) occupied and Tenant's Pro Rata Share of Operating Costs shall be based upon Operating Costs as so adjusted. Operating Costs shall not include: Landlord's income tax or general corporate overhead; depreciation on the Building or equipment therein; loan payments; real estate broker's commissions; capital improvements to or major repairs of the Building shell (i.e., the Building structure, exterior walls, roof, and structural floors and foundations), except as described above; or any costs regarding the operation, maintenance and repair of the Premises, the Building, or the Property paid directly by Tenant or other tenants in the Building, or otherwise reimbursed to Landlord. If Tenant is renting a pad separate from any other structures on the Property for which Landlord separately furnishes the services described in this paragraph, then the term "Operating Costs" shall not include those costs of operating, repairing, and maintaining the enclosed mall which can be separately allocated to the tenants of the other structures. Operating Costs which cannot be separately allocated to the tenants of other structures may include but are not limited to: insurance premiums; taxes and assessments; management (fees and/or personnel costs); exterior lighting; parking lot, road, sidewalk and driveway patching, resurfacing and maintenance; snow and ice removal; and costs of legal services and accounting services.

- b. **Type of Payment.** Options one and two below address the manner in which Operating Costs are paid under this Lease. To select the pure triple net option, check option 1. To select the base year option, check option 2.

OPTION ONE: TRIPLE NET. As additional Rent, Tenant shall pay to Landlord on the first of each month with payment of Tenant's base Rent one-twelfth of Tenant's Pro Rata Share of Operating Costs.

OPTION TWO: BASE YEAR. The Base Rent paid by Tenant under this Lease includes Tenant's Pro Rata Share of Operating Costs for the calendar year in which the Commencement Date occurs (the "Base Year"). As additional Rent, Tenant shall pay to Landlord on the first day of each month commencing on the first day of the first year after the Commencement Date, with Tenant's payment of Base Rent, one-twelfth of the amount, if any, by which Tenant's Pro Rata Share of Operating Costs exceeds Tenant's annualized Pro Rata Share of Operating Costs for the Base Year.

- c. **Method of Payment.** Tenant shall pay to Landlord Operating Costs pursuant to the following procedure:

- i. Landlord shall provide to Tenant, at or before the Commencement Date, a good faith estimate of annual Operating Costs for the calendar year in which the Commencement Date occurs. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding calendar year, a good faith estimate of Tenant's annual Pro Rata Share of Operating Costs for the then-current year.



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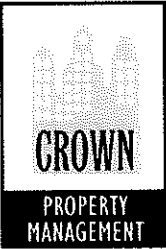
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- ii. Each estimate of Tenant's annual Pro Rata Share of Operating Costs determined by Landlord, as described above, shall be divided into twelve (12) equal monthly installments. If Tenant pays Operating Costs under Option One, Tenant shall pay to Landlord such monthly installment of Operating Costs with each monthly payment of Base Rent. If Tenant pays Operating Costs under Option Two, Tenant shall pay to Landlord with each monthly payment of Base Rent the amount, if any, by which such monthly installments of Operating Costs exceed one twelfth of Tenant's annualized Pro Rata Share of Operating Costs for the Base Year. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs has not yet been determined for any calendar year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to Tenant. When the estimate for the current calendar year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current calendar year and shall, thereafter, make the monthly installment payments in accordance with the current estimate.
 - iii. As soon as reasonably possible following the end of each calendar year of the Lease term, Landlord shall determine and provide to Tenant a statement (the "Operating Costs Statement") setting forth the amount of Operating Costs actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs actually payable by Tenant with respect to such calendar year. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within thirty (30) days after delivery of such Operating Costs Statement.
 - iv. Should Tenant dispute any amount shown on the Operating Costs Statement, Tenant may audit Landlord's books and records for the calendar year covered by such Operating Costs Statement upon written notice to Landlord given within ninety (90) days after Tenant's receipt of such Operating Costs Statement. If Tenant fails to provide notice of dispute within such ninety (90) day period, the Operating Costs Statement shall be final and conclusive. Any audit conducted by Tenant shall be completed within sixty (60) days after Tenant's request therefor. In the event the amount of Tenant's Pro Rata Share of Operating Costs exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following completion of the audit. In the event the sum of the monthly installments actually paid by Tenant for such calendar year exceeds the amount of Tenant's Pro Rata Share of Operating Costs actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs payable by Tenant pursuant to this Section, or if the term has expired, the excess shall be refunded to Tenant within thirty (30) days after completion of the audit. Landlord and Tenant shall cooperate as may be reasonably necessary in order to facilitate the timely completion of any audit. Nothing in this section shall in any manner modify Tenant's obligations to make payments as and when provided under this Lease.
9. **UTILITIES AND SERVICES.** Landlord shall provide the Premises the following services, the cost of which shall be included in the Operating Costs, to the extent not separately metered to the Premises: water and electricity for the Premises seven (7) days per week, twenty-four (24) hours per day, and HVAC from _____ a.m. to _____ p.m. Monday through Friday; _____ a.m. to _____ p.m. on Saturday; and _____ a.m. to _____ p.m. on Sunday. Landlord shall provide janitorial service to the Premises and Building five (5) nights each week, exclusive of holidays, the cost of which shall also be included in Operating Costs. HVAC services will



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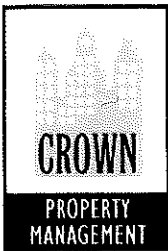
~~also be provided by Landlord to the Premises during additional hours on reasonable notice to Landlord, at Tenant's sole cost and expense, at an hourly rate reasonably established by Landlord from time to time and payable by Tenant, as and when billed, as Additional Rent.~~ Notwithstanding the foregoing, if Tenant's use of the Premises incurs utility service charges which are above those usual and customary for the Permitted Use, Landlord reserves the right to require Tenant to pay a reasonable additional charge for such usage. Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and Rent shall not abate as a result thereof.

Tenant shall furnish all other utilities (including, but not limited to, telephone, Internet, and cable service if available) and other services which Tenant requires with respect to the Premises, and shall pay; at Tenant's sole expense, the cost of all utilities separately metered to the Premises, and of all other utilities and other services which Tenant requires with respect to the Premises, except those to be provided by Landlord and included in Operating Expenses as described above.

10. **TAXES.** Tenant shall pay all taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Tenant's use of the Premises as well as all Taxes on Tenant's personal property located on the Premises. Landlord shall pay all taxes and assessments with respect to the Property, including any taxes resulting from a reassessment of the Building or the Property due to a change of ownership or otherwise, all of which shall be included in Operating Costs and subject to partial reimbursement by Tenant as set forth in Section 8.

11. COMMON AREAS.

- a. **Definition.** The term "Common Areas" means all areas, facilities and building systems that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. To the extent that such areas and facilities exist within the Property, Common Areas include hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas, lobby or mall areas, common heating, ventilating and air conditioning systems, common electrical service, equipment and facilities, and common mechanical systems, equipment and facilities. Tenant shall comply with reasonable rules and regulations concerning the use of the Common Areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any Common Areas, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises. Landlord reserves the use of exterior walls and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises in areas which will not materially interfere with Tenant's use thereof.
- b. **Use of the Common Areas.** Tenant shall have the non-exclusive right, in common with such other tenants to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by rules and regulations adopted by Landlord from time to time and shall use its best efforts to cause its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others.
- c. **Maintenance of Common Areas.** Landlord shall maintain the Common Areas in good order, condition and repair. This maintenance cost shall be an Operating Cost chargeable to Tenant pursuant to Section 8. In performing such maintenance, Landlord shall use reasonable efforts to minimize interference with



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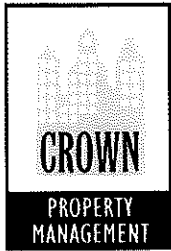


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Tenant's use and enjoyment of the Premises.

12. **ALTERATIONS.** Tenant may make alterations, additions or improvements to the Premises, including any Tenant Work identified on attached Exhibit C (the "Alterations"), only with the prior written consent of Landlord, which, with respect to Alterations not affecting the structural components of the Premises or utility systems therein, shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have thirty (30) days in which to respond to Tenant's request for any Alterations so long as such request includes the name of Tenant's contractors and reasonably detailed plans and specifications therefor. The term "Alterations" shall not include the installation of shelves, movable partitions, Tenant's equipment, and trade fixtures that may be performed without damaging existing improvements or the structural integrity of the Premises, the Building, or the Property, and Landlord's consent shall not be required for Tenant's installation or removal of those items. Tenant shall perform all work at Tenant's expense and in compliance with all applicable laws and shall complete all Alterations in accordance with plans and specifications approved by Landlord, using contractors approved by Landlord, and in a manner so as not to unreasonably interfere with other tenants. Tenant shall pay, when due, or furnish a bond for payment (as set forth in Section 20) all claims for labor or materials furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's liens against the Premises or the Property or any interest therein. Tenant shall remove all Alterations at the end of the Lease term unless Landlord conditioned its consent upon Tenant leaving a specified Alteration at the Premises, in which case Tenant shall not remove such Alteration, and it shall become Landlord's property. Tenant shall immediately repair any damage to the Premises caused by removal of Alterations.
13. **REPAIRS AND MAINTENANCE; SURRENDER.** Tenant shall, at its sole expense, maintain the entire Premises in good condition and promptly make all non-structural repairs and replacements necessary to keep the Premises safe and in good condition, including all HVAC components and other utilities and systems to the extent exclusively serving the Premises. Landlord shall maintain and repair the Building structure, foundation, subfloor, exterior walls, roof structure and surface, and HVAC components and other utilities and systems serving more than just the Premises, and the Common Areas, the costs of which shall be included as an Operating Cost. Tenant shall not damage any demising wall or disturb the structural integrity of the Premises, the Building, or the Property and shall promptly repair any damage or injury done to any such demising walls or structural elements caused by Tenant or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. Notwithstanding anything in this Section to the contrary, Tenant shall not be responsible for any repairs to the Premises made necessary by the negligence or willful misconduct of Landlord or its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees therein. If Tenant fails to perform Tenant's obligations under this Section, Landlord may at Landlord's option enter upon the Premises after ten (10) days' prior notice to Tenant and put the same in good order, condition and repair and the cost thereof together with interest thereon at the default rate set forth in Section 4 shall be due and payable as additional rent to Landlord together with Tenant's next installment of Base Rent. Upon expiration of the Lease term, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises, together with all keys, to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable wear and tear and insured casualty excepted.
14. **ACCESS AND RIGHT OF ENTRY.** After twenty-four (24) hours' notice from Landlord (except in cases of emergency, when no notice shall be required), Tenant shall permit Landlord and its agents, employees and contractors to enter the Premises at all reasonable times to make repairs, inspections, alterations or improvements, provided that Landlord shall use reasonable efforts to minimize interference with Tenant's use and enjoyment of the Premises. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of (a) showing the Premises to prospective purchasers or lenders at any time, and to prospective tenants within one hundred eighty (180) days prior to the expiration or sooner



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termination of the Lease term; and (b) posting "for lease" signs within one hundred eighty (180) days prior to the expiration or sooner termination of the Lease term.

15. **SIGNAGE.** Tenant shall obtain Landlord's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

16. **DESTRUCTION OR CONDEMNATION.**

- a. **Damage and Repair.** If the Premises or the portion of the Building or the Property necessary for Tenant's occupancy are partially damaged but not rendered untenable, by fire or other insured casualty, then Landlord shall diligently restore the Premises and the portion of the Property necessary for Tenant's occupancy to the extent required below and this Lease shall not terminate. Tenant may, however, terminate the Lease if Landlord is unable to restore the Premises within six (6) months of the casualty event by giving twenty (20) days written notice of termination.

The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are damaged. If insurance proceeds are not available or are not sufficient to pay the entire cost of restoring the Premises, or if Landlord's lender does not permit all or any part of the insurance proceeds to be applied toward restoration, then Landlord may elect to terminate this Lease and keep the insurance proceeds, by notifying Tenant within sixty (60) days of the date of such casualty.

If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or fifty percent (50%) or more of the rentable area of the Property are entirely destroyed, or partially damaged and rendered untenable, by fire or other casualty, Landlord may, at its option: (a) terminate this Lease as provided herein, or (b) restore the Premises and the portion of the Property necessary for Tenant's occupancy to their previous condition to the extent required below; provided, however, if such casualty event occurs during the last six (6) months of the Lease term (after considering any option to extend the term timely exercised by Tenant) then either Tenant or Landlord may elect to terminate the Lease. If, within sixty (60) days after receipt by Landlord from Tenant of written notice that Tenant deems the Premises or the portion of the Property necessary for Tenant's occupancy untenable, Landlord fails to notify Tenant of its election to restore those areas, or if Landlord is unable to restore those areas within six(6) months of the date of the casualty event, then Tenant may elect to terminate the Lease upon twenty (20) days' notice to Landlord unless Landlord, within such twenty (20) day period, notifies Tenant that it will in fact restore the Premises or actually completes such restoration work to the extent required below, as applicable.

If Landlord restores the Premises or the Property under this Section, Landlord shall proceed with reasonable diligence to complete the work, and the Rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole Premises, provided that there shall be a Rent abatement only if the damage or destruction of the Premises or the Property did not result from, or was not contributed to directly or indirectly by the act, fault or neglect of Tenant, or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees. No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance directly, incidentally or consequentially arising from any repair or restoration of any portion of the Premises or the Property. Landlord shall have no obligation to carry insurance of any kind for the protection of Tenant; any alterations or improvements paid for by Tenant; any Tenant's Work identified in Exhibit C (regardless of who may have completed them); Tenant's furniture; or on any fixtures,



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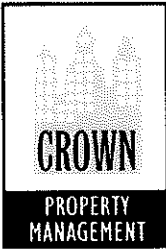
equipment, improvements or appurtenances of Tenant under this Lease, and Landlord's restoration obligations hereunder shall not include any obligation to repair any damage thereto or replace the same.

- b. **Condemnation.** If the Premises, the portion of the Building or the Property necessary for Tenant's occupancy, or 50% or more of the rentable area of the Property are made untenable by eminent domain, or conveyed under a threat of condemnation, this Lease shall terminate at the option of either Landlord or Tenant as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises or the portion of the Property taken by the condemning authority. All Rents and other payments shall be paid to that date.

If the condemning authority takes a portion of the Premises or of the Building or the Property necessary for Tenant's occupancy that does not render them untenable, then this Lease shall continue in full force and effect and the Rent shall be equitably reduced based on the proportion by which the floor area of any structures is reduced. The reduction in Rent shall be effective on the earlier of the date the condemning authority first has possession of such portion or title vests in the condemning authority. The Premises or the portion of the Building or the Property necessary for Tenant's occupancy shall not be deemed untenable if twenty-five percent (25%) or less of each of those areas are condemned. Landlord shall be entitled to the entire award from the condemning authority attributable to the value of the Premises or the Building or the Property and Tenant shall make no claim for the value of its leasehold. Tenant shall be permitted to make a separate claim against the condemning authority for moving expenses if Tenant may terminate the Lease under this Section, provided that in no event shall Tenant's claim reduce Landlord's award.

17. INSURANCE.

- a. **Tenant's Liability Insurance.** During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and contractual liability endorsements. This policy shall name Landlord, its property manager (if any), and other parties designated by Landlord as additional insureds using an endorsement form acceptable to Landlord, and shall insure Tenant's activities and those of Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees with respect to the Premises against loss, damage or liability for personal injury or bodily injury (including death) or loss or damage to property with a combined single limit of not less than \$2,000,000, and a deductible of not more than \$10,000. Tenant's insurance will be primary and noncontributory with any liability insurance carried by Landlord. Landlord may also require Tenant to obtain and maintain business income coverage for at least six (6) months, business auto liability coverage, and, if applicable to Tenant's Permitted Use, liquor liability insurance and/or warehouseman's coverage.
- b. **Tenant's Property Insurance.** During the Lease term, Tenant shall pay for and maintain special form clauses of loss coverage property insurance (with coverage for earthquake if required by Landlord's lender and, if the Premises are situated in a flood plain, flood damage) for all of Tenant's personal property, fixtures and equipment in the amount of their full replacement value, with a deductible of not more than \$10,000.
- c. **Miscellaneous.** Tenant's insurance required under this Section shall be with companies rated A-/VII or better in Best's Insurance Guide, and which are admitted in the State in which the Premises are located. No insurance policy shall be cancelled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies of the insurance policies or evidence of insurance and copies of endorsements required by this Section. In no event shall the limits of such policies be considered as limiting the liability of Tenant under this Lease. If Tenant fails to acquire or maintain any insurance or provide any policy or evidence of



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insurance required by this Section, and such failure continues for three (3) days after notice from Landlord, Landlord may, but shall not be required to, obtain such insurance for Landlord's benefit and Tenant shall reimburse Landlord for the costs of such insurance upon demand. Such amounts shall be Additional Rent payable by Tenant hereunder and in the event of non-payment thereof, Landlord shall have the same rights and remedies with respect to such non-payment as it has with respect to any other non-payment of Rent hereunder.

- d. **Landlord's Insurance.** Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, liability insurance with respect to the Common Areas, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate. The cost of any such insurance shall be included in the Operating Costs, and if such insurance is provided by a "blanket policy" insuring other parties or locations in addition to the Building, then only the portion of the premiums allocable to the Building and Property shall be included in the Operating Costs.
- e. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by property insurance required to be carried or otherwise carried by each of them. Each party shall provide notice to the property insurance carrier or carriers of this mutual waiver of subrogation, and shall cause its respective property insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such property policies or to the extent of liabilities exceeding the limits of such policies.

18. INDEMNIFICATION.

- a. **Indemnification by Tenant.** Tenant shall defend, indemnify, and hold Landlord and its property manager (if any) harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Tenant or Tenant's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Tenant. Tenant shall use legal counsel reasonably acceptable to Landlord in defense of any action within Tenant's defense obligation.
- b. **Indemnification by Landlord.** Landlord shall defend, indemnify and hold Tenant harmless against all liabilities, damages, costs, and expenses, including attorneys' fees, for personal injury, bodily injury (including death) or property damage arising from any negligent or wrongful act or omission of Landlord or Landlord's employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees on or around the Premises or the Property, or arising from any breach of this Lease by Landlord. Landlord shall use legal counsel reasonably acceptable to Tenant in defense of any action within Landlord's defense obligation.
- c. **Waiver of Immunity.** Landlord and Tenant each specifically and expressly waive any immunity that each may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Neither party's indemnity obligations under this Lease shall be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts or other employee benefit acts.
- d. **Exemption of Landlord from Liability.** Except to the extent of claims arising out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for injury to Tenant's business or assets or any loss of income therefrom or for damage to any property of Tenant or of its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, or any



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other person in or about the Premises or the Property.

e. **Survival.** The provisions of this Section 18 shall survive expiration or termination of this Lease.

19. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, sublet, mortgage, encumber or otherwise transfer any interest in this Lease (collectively referred to as a "Transfer") or any part of the Premises, without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. No Transfer shall relieve Tenant of any liability under this Lease notwithstanding Landlord's consent to such Transfer. Consent to any Transfer shall not operate as a waiver of the necessity for Landlord's consent to any subsequent Transfer. In connection with each request for consent to a Transfer, Tenant shall pay the reasonable cost of processing same, including attorneys' fees, upon demand of Landlord, up to a maximum of \$1,250.

If Tenant is a partnership, limited liability company, corporation, or other entity, any transfer of this Lease by merger, consolidation, redemption or liquidation, or any change in the ownership of, or power to vote, which singularly or collectively represents a majority of the beneficial interest in Tenant, shall constitute a Transfer under this Section.

As a condition to Landlord's approval, if given, any potential assignee or sublessee otherwise approved by Landlord shall assume all obligations of Tenant under this Lease and shall be jointly and severally liable with Tenant and any guarantor, if required, for the payment of Rent and performance of all terms of this Lease. In connection with any Transfer, Tenant shall provide Landlord with copies of all assignments, subleases and assumption agreement or documents.

20. **LIENS.** Tenant shall not subject the Landlord's assets to any liens or claims of lien. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability for any such liens including, without limitation, liens arising from any Alterations. If a lien is filed against the Premises by any person claiming by, through or under Tenant, Tenant shall, within ten (10) days after Landlord's demand, at Tenant's expense, either remove the lien or furnish to Landlord a bond in form and amount and issued by a surety satisfactory to Landlord, indemnifying Landlord and the Premises against all liabilities, costs and expenses, including attorneys' fees, which Landlord could reasonably incur as a result of such lien.

21. **DEFAULT.** The following occurrences shall each constitute a default by Tenant (an "Event of Default"):

- a. **Failure To Pay.** Failure by Tenant to pay any sum, including Rent, due under this Lease following five (5) days' notice from Landlord of the failure to pay.
- b. **Vacation/Abandonment.** Vacation by Tenant of the Premises (defined as an absence for at least fifteen (15) consecutive days without prior notice to Landlord), or abandonment by Tenant of the Premises (defined as an absence of five (5) days or more while Tenant is in breach of some other term of this Lease). Tenant's vacation or abandonment of the Premises shall not be subject to any notice or right to cure.
- c. **Insolvency.** Tenant's insolvency or bankruptcy (whether voluntary or involuntary); or appointment of a receiver, assignee or other liquidating officer for Tenant's business; provided, however, that in the event of any involuntary bankruptcy or other insolvency proceeding, the existence of such proceeding shall constitute an Event of Default only if such proceeding is not dismissed or vacated within sixty (60) days after its institution or commencement.

- d. **Levy or Execution.** The taking of Tenant's interest in this Lease or the Premises, or any part thereof, by



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execution or other process of law directed against Tenant, or attachment of Tenant's interest in this Lease by any creditor of Tenant, if such attachment is not discharged within fifteen (15) days after being levied.

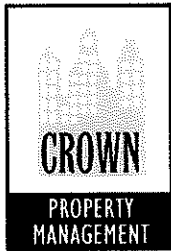
- e. **Other Non-Monetary Defaults.** The breach by Tenant of any agreement, term or covenant of this Lease other than one requiring the payment of money and not otherwise enumerated in this Section or elsewhere in this Lease, which breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.
- f. **Failure to Take Possession.** Failure by Tenant to take possession of the Premises on the Commencement Date or failure by Tenant to commence any Tenant Improvement in a timely fashion.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after notice by Tenant to Landlord. If Landlord fails to cure any such default within the allotted time, Tenant's sole remedy shall be to seek actual money damages (but not consequential or punitive damages) for loss arising from Landlord's failure to discharge its obligations under this Lease. Nothing herein contained shall relieve Landlord from its duty to perform of any of its obligations to the standard prescribed in this Lease.

Any notice periods granted herein shall be deemed to run concurrently with and not in addition to any default notice periods required by law.

22. **REMEDIES.** Landlord shall have the following remedies upon an Event of Default. Landlord's rights and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed by law.

- a. **Termination of Lease.** Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than notice of termination from Landlord to Tenant shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination. Upon termination of this Lease, Tenant will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Tenant under this Lease for the balance of the Lease term, less the net proceeds, if any, of any reletting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's Reletting Expenses (as defined below). Landlord shall be entitled to either collect damages from Tenant monthly on the days on which rent or other amounts would have been payable under the Lease, or alternatively, Landlord may accelerate Tenant's obligations under the Lease and recover from Tenant: (i) unpaid rent which had been earned at the time of termination; (ii) the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of rent loss that Tenant proves could reasonably have been avoided; (iii) the amount by which the unpaid rent for the balance of the term of the Lease after the time of award exceeds the amount of rent loss that Tenant proves could reasonably be avoided (discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%); and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease, or which in the ordinary course would be likely to result from the Event of Default, including without limitation Reletting Expenses described below.
- b. **Re-Entry and Reletting.** Landlord may continue this Lease in full force and effect, and without demand or notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant, and remove the personal property of either. Landlord may relet the Premises, or any part of them, in Landlord's or Tenant's name for the account of Tenant, for such period of time and at such other terms and conditions as Landlord, in its discretion, may determine. Landlord may collect and receive the rents for the Premises. To the fullest extent permitted by law, the proceeds of any reletting shall be applied: first, to pay Landlord all Reletting Expenses (defined



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below); second, to pay any indebtedness of Tenant to Landlord other than rent; third, to the rent due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord and applied in payment of other or future obligations of Tenant to Landlord as the same may become due and payable, and Tenant shall not be entitled to receive any portion of such revenue. Re-entry or taking possession of the Premises by Landlord under this Section shall not be construed as an election on Landlord's part to terminate this Lease, unless a notice of termination is given to Tenant. Landlord reserves the right following any re-entry or reletting, or both, under this Section to exercise its right to terminate the Lease. Tenant will pay Landlord the Rent and other sums which would be payable under this Lease if repossession had not occurred, less the net proceeds, if any, after reletting the Premises and after deducting Landlord's Reletting Expenses. "Reletting Expenses" is defined to include all expenses incurred by Landlord in connection with reletting the Premises, including without limitation, all repossession costs, brokerage commissions and costs for securing new tenants, attorneys' fees, remodeling and repair costs, costs for removing persons or property, costs for storing Tenant's property and equipment, and costs of tenant improvements and rent concessions granted by Landlord to any new Tenant, prorated over the life of the new lease.

- c. **Waiver of Redemption Rights.** Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law, to redeem the Premises or to have a continuance of this Lease for the Lease term, or any extension thereof.
- d. **Nonpayment of Additional Rent.** All costs which Tenant is obligated to pay to Landlord pursuant to this Lease shall in the event of nonpayment be treated as if they were payments of Rent, and Landlord shall have the same rights it has with respect to nonpayment of Rent.
- e. **Failure to Remove Property.** If Tenant fails to remove any of its property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk. If Tenant does not pay the storage cost within five (5) days of Landlord's request, Landlord may, at its option, have any or all of such property sold at public or private sale (and Landlord may become a purchaser at such sale), in such manner as Landlord deems proper, without notice to Tenant. Landlord shall apply the proceeds of such sale: (i) to the expense of such sale, including reasonable attorneys' fees actually incurred; (ii) to the payment of the costs or charges for storing such property; (iii) to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the terms hereof; and (iv) the balance, if any, to Tenant. Nothing in this Section shall limit Landlord's right to sell Tenant's personal property as permitted by law or to foreclose Landlord's lien for unpaid rent.
23. **MORTGAGE SUBORDINATION AND ATTORNMENT.** This Lease shall automatically be subordinate to any mortgage or deed of trust created by Landlord which is now existing or hereafter placed upon the Premises including any advances, interest, modifications, renewals, replacements or extensions ("Landlord's Mortgage"). Tenant shall attorn to the holder of any Landlord's Mortgage or any party acquiring the Premises at any sale or other proceeding under any Landlord's Mortgage provided the acquiring party assumes the obligations of Landlord under this Lease. Tenant shall promptly and in no event later than fifteen (15) days after request execute, acknowledge and deliver documents which the holder of any Landlord's Mortgage may reasonably require as further evidence of this subordination and attornment. Notwithstanding the foregoing, Tenant's obligations under this Section to subordinate in the future are conditioned on the holder of each Landlord's Mortgage and each party acquiring the Premises at any sale or other proceeding under any such Landlord's Mortgage not disturbing Tenant's occupancy and other rights under this Lease, so long as no uncured Event of Default by Tenant exists.
24. **NON-WAIVER.** Landlord's waiver of any breach of any provision contained in this Lease shall not be deemed to be a waiver of the same provision for subsequent acts of Tenant. The acceptance by Landlord of Rent or



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- other amounts due by Tenant hereunder shall not be deemed to be a waiver of any previous breach by Tenant.
25. **HOLDOVER.** If Tenant shall, without the written consent of Landlord, remain in possession of the Premises and fail to return them to Landlord after the expiration or termination of this Lease, the tenancy shall be a holdover tenancy and shall be on a month-to-month basis, which may be terminated according to Washington law. During such tenancy, Tenant agrees to pay to Landlord 150% of the rate of rental last payable under this Lease, unless a different rate is agreed upon by Landlord. All other terms of the Lease shall remain in effect. Tenant acknowledges and agrees that this Section does not grant any right to Tenant to holdover, and that Tenant may also be liable to Landlord for any and all damages or expenses which Landlord may have to incur as a result of Tenant's holdover.
26. **NOTICES.** All notices under this Lease shall be in writing and effective (i) when delivered in person or via overnight courier to the other party, (ii) three (3) days after being sent by registered or certified mail to the other party at the address set forth in Section 1; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile numbers set forth in Section 1. The addresses for notices and payment of rent set forth in Section 1 may be modified by either party only by written notice delivered in conformance with this Section.
27. **COSTS AND ATTORNEYS' FEES.** If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of Rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding.
28. **ESTOPPEL CERTIFICATES.** Tenant shall, from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee a written statement specifying the following, subject to any modifications necessary to make such statements true and complete: (i) the total rentable square footage of the Premises; (ii) the date the Lease term commenced and the date it expires; (iii) the amount of minimum monthly Rent and the date to which such Rent has been paid; (iv) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way; (v) that this Lease represents the entire agreement between the parties; (vi) that all obligations under this Lease to be performed by either party have been satisfied; (vii) that there are no existing claims, defenses or offsets which the Tenant has against the enforcement of this Lease by Landlord; (viii) the amount of Rent, if any, that Tenant paid in advance; (ix) the amount of security that Tenant deposited with Landlord; (x) if Tenant has sublet all or a portion of the Premises or assigned its interest in the Lease and to whom; (xi) if Tenant has any option to extend the Lease or option to purchase the Premises; and (xii) such other factual matters concerning the Lease or the Premises as Landlord may reasonably request. Tenant acknowledges and agrees that any statement delivered pursuant to this Section may be relied upon by a prospective purchaser of Landlord's interest or assignee of any mortgage or new mortgagee of Landlord's interest in the Premises. If Tenant shall fail to respond within ten (10) days to Landlord's request for the statement required by this Section, Landlord may provide the statement and Tenant shall be deemed to have admitted the accuracy of the information provided by Landlord.
29. **TRANSFER OF LANDLORD'S INTEREST.** This Lease shall be assignable by Landlord without the consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for collateral purposes only, upon the assumption of this Lease by the transferee, Landlord shall be automatically relieved of obligations and liabilities accruing from and after the date of such transfer, including any liability for any retained security deposit or prepaid rent, for which the transferee shall be liable, and Tenant shall attorn to the transferee.
30. **LANDLORD'S LIABILITY.** Anything in this Lease to the contrary notwithstanding, covenants, undertakings



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and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements for the purpose of binding Landlord personally or the assets of Landlord but are made and intended for the purpose of binding only the Landlord's interest in the Premises, as the same may from time to time be encumbered. In no event shall Landlord or its partners, shareholders, or members, as the case may be, ever be personally liable hereunder.

31. **RIGHT TO PERFORM.** If Tenant shall fail to timely pay any sum or perform any other act on its part to be performed hereunder, Landlord may make any such payment or perform any such other act on Tenant's behalf. Tenant shall, within ten (10) days of demand, reimburse Landlord for its expenses incurred in making such payment or performance. Landlord shall (in addition to any other right or remedy of Landlord provided by law) have the same rights and remedies in the event of the nonpayment of sums due under this Section as in the case of default by Tenant in the payment of Rent.
32. **HAZARDOUS MATERIAL.** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Premises as of the Commencement Date except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Premises as of the Commencement Date which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, except with Landlord's prior consent and then only upon strict compliance with all applicable federal, state and local laws, regulations, codes and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including, without limitation, diminution in the value of the Premises or the Property; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises or the Property, or elsewhere; damages arising from any adverse impact on marketing of space at the Premises or the Property; and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees incurred or suffered by Landlord either during or after the Lease term. These indemnifications by Landlord and Tenant include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, whether or not required by any federal, state or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept or used in or about the Premises or the Property by Tenant, its employees, officers, agents, servants, contractors, customers, clients, visitors, guests, or other licensees or invitees, results in any unlawful release of any Hazardous Materials on the Premises or the Property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or the Property to the condition existing prior to the release of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion. The provisions of this Section 32 shall survive



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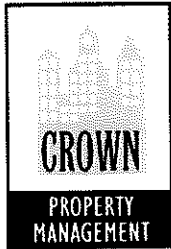


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expiration or termination of this Lease.

33. **QUIET ENJOYMENT.** So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord or anyone claiming by, through or under Landlord.
34. **MERGER.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.
35. **GENERAL.**
- a. **Heirs and Assigns.** This Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
 - b. **Brokers' Fees.** Tenant represents and warrants to Landlord that except for Tenant's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. Landlord represents and warrants to Tenant that except for Landlord's Broker, if any, described and disclosed in Section 37 of this Lease, it has not engaged any broker, finder or other person who would be entitled to any commission or fees for the negotiation, execution or delivery of this Lease and shall indemnify and hold harmless Tenant against any loss, cost, liability or expense incurred by Tenant as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Landlord.
 - c. **Entire Agreement.** This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior or contemporaneous agreements or understandings pertaining to the Lease shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing, signed by Landlord and Tenant.
 - d. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.
 - e. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of Rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.
 - f. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Washington.
 - g. **Memorandum of Lease.** Neither this Lease nor any memorandum or "short form" thereof shall be recorded without Landlord's prior consent.
 - h. **Submission of Lease Form Not an Offer.** One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon Landlord and Tenant until it has been fully signed by both of them.



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- i. **No Light, Air or View Easement.** Tenant has not been granted an easement or other right for light, air or view to or from the Premises. Any diminution or shutting off of light, air or view by any structure which may be erected on or adjacent to the Building shall in no way effect this Lease or the obligations of Tenant hereunder or impose any liability on Landlord.
- j. **Authority of Parties.** Each party signing this Lease represents and warrants to the other that it has the authority to enter into this Lease, that the execution and delivery of this Lease has been duly authorized, and that upon such execution and delivery, this Lease shall be binding upon and enforceable against the party on signing.
- k. **Time.** "Day" as used herein means a calendar day and "business day" means any day on which commercial banks are generally open for business in the state where the Premises are situated. Any period of time which would otherwise end on a non-business day shall be extended to the next following business day. Time is of the essence of this Lease.
36. **EXHIBITS AND RIDERS.** The following exhibits and riders are made a part of this Lease, and the terms thereof shall control over any inconsistent provision in the sections of this Lease:

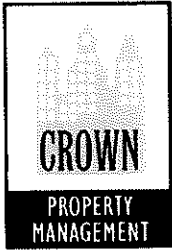
Exhibit A: Floor Plan Outline of the Premises
Exhibit B: Legal Description of the Property
Exhibit C: Tenant Improvement Schedule

CHECK THE BOX FOR ANY OF THE FOLLOWING THAT WILL APPLY. CAPITALIZED TERMS USED IN THE RIDERS SHALL HAVE THE MEANING GIVEN TO THEM IN THE LEASE.

- Rent Rider
 Arbitration Rider
 Letter of Credit Rider
 Guaranty of Tenant's Lease Obligations Rider
 Parking Rider
 Option to Extend Rider
 Rules and Regulations

37. **AGENCY DISCLOSURE.** At the signing of this Lease, Landlord is represented by None (insert both the name of the Broker and the Firms licensed) (the "Landlord's Broker"), and Tenant is represented by None, themselves (insert both the name of the Broker and the Firm as licensed) (the "Tenant's Broker").

This Agency Disclosure creates an agency relationship between Landlord, Landlord's Broker (if any such person is disclosed), and any managing brokers who supervise Landlord's Broker's performance (collectively the "Supervising Brokers"). In addition, this Agency Disclosure creates an agency relationship between Tenant, Tenant's Broker (if any such person is disclosed), and any managing brokers who supervise Tenant's Broker's performance (also collectively the "Supervising Brokers"). If Tenant's Broker and Landlord's Broker are different real estate licensees affiliated with the same Firm, then both Tenant and Landlord confirm their consent to that Firm and both Tenant's and Landlord's Supervising Brokers acting as dual agents. If Tenant's Broker and Landlord's Broker are the same real estate licensee who represents both parties, then both Landlord and Tenant acknowledge that the Broker, his or her Supervising Brokers, and his or her Firm are acting as dual agents and hereby consent to such dual agency. If Tenants' Broker, Landlord's Broker, their Supervising Brokers, or their Firm are dual agents, Landlord and Tenant consent to Tenant's Broker, Landlord's Broker and their Firm being compensated based on a percentage of the rent or as otherwise disclosed on the attached addendum. Neither Tenant's Broker, Landlord's Broker nor either of their Firms are receiving compensation from more than one party to this transaction unless otherwise disclosed on an



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attached addendum, in which case Landlord and Tenant consent to such compensation. Landlord and Tenant confirm receipt of the pamphlet entitled "The Law of Real Estate Agency."

38. **COMMISSION AGREEMENT.** If Landlord has not entered into a listing agreement (or other compensation agreement with Landlord's Broker), Landlord agrees to pay a commission to Landlord's Broker (as identified in the Agency Disclosure paragraph above) as follows:

- \$ _____
- _____% of the gross rent payable pursuant to the Lease
- \$ _____ per square foot of the Premises
- Other None

Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon the extension by Tenant of the Lease term pursuant to any right reserved to Tenant under the Lease calculated as provided above or as follows _____ (if no box is checked, as provided above). Landlord's Broker shall shall not (shall not if not filled in) be entitled to a commission upon any expansion of Premises pursuant to any right reserved to Tenant under the Lease, calculated as provided above or as follows _____ (if no box is checked, as provided above).

Any commission shall be earned upon execution of this Lease, and paid one-half upon execution of the Lease and one-half upon occupancy of the Premises by Tenant. Landlord's Broker shall pay to Tenant's Broker (as identified in the Agency Disclosure paragraph above) the amount stated in a separate agreement between them or, if there is no agreement, \$ _____ or _____% (complete only one) of any commission paid to Landlord's Broker, within five (5) days after receipt by Landlord's Broker.

If any other lease or sale is entered into between Landlord and Tenant pursuant to a right reserved to Tenant under the Lease, Landlord shall shall not (shall not if not filled in) pay an additional commission according to any commission agreement or, in the absence of one, according to the commission schedule of Landlord's Broker in effect as of the execution of this Lease. Landlord's successor shall be obligated to pay any unpaid commissions upon any transfer of this Lease and any such transfer shall not release the transferor from liability to pay such commissions.

39. **BROKER PROVISIONS.** LANDLORD'S BROKER, TENANT'S BROKER AND THEIR FIRMS HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE PREMISES; THE MEANING OF THE TERMS AND CONDITIONS OF THIS LEASE; LANDLORD'S OR TENANT'S FINANCIAL STANDING; ZONING OR COMPLIANCE OF THE PREMISES WITH APPLICABLE LAWS; SERVICE OR CAPACITY OF UTILITIES; OPERATING COSTS; OR HAZARDOUS MATERIALS. LANDLORD AND TENANT ARE EACH ADVISED TO SEEK INDEPENDENT LEGAL ADVICE ON THESE AND OTHER MATTERS ARISING UNDER THIS LEASE.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

 LANDLORD

 LANDLORD

 BY

 BENTON COUNTY
 TENANT
 JAMES R. BEAVER - CHAIRMAN

 TENANT

 BY
 BENTON COUNTY DEPUTY PROSECUTING ATTORNEY

 REID HAY - APPROVED AS TO FORM ONLY

Reid Hay



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ITS

ITS



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STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

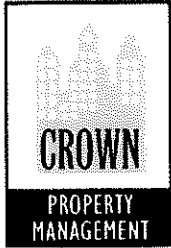
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____
 My appointment expires _____



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STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20_____.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20_____.

 (Signature of Notary)

 (Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
 residing at _____
 My appointment expires _____



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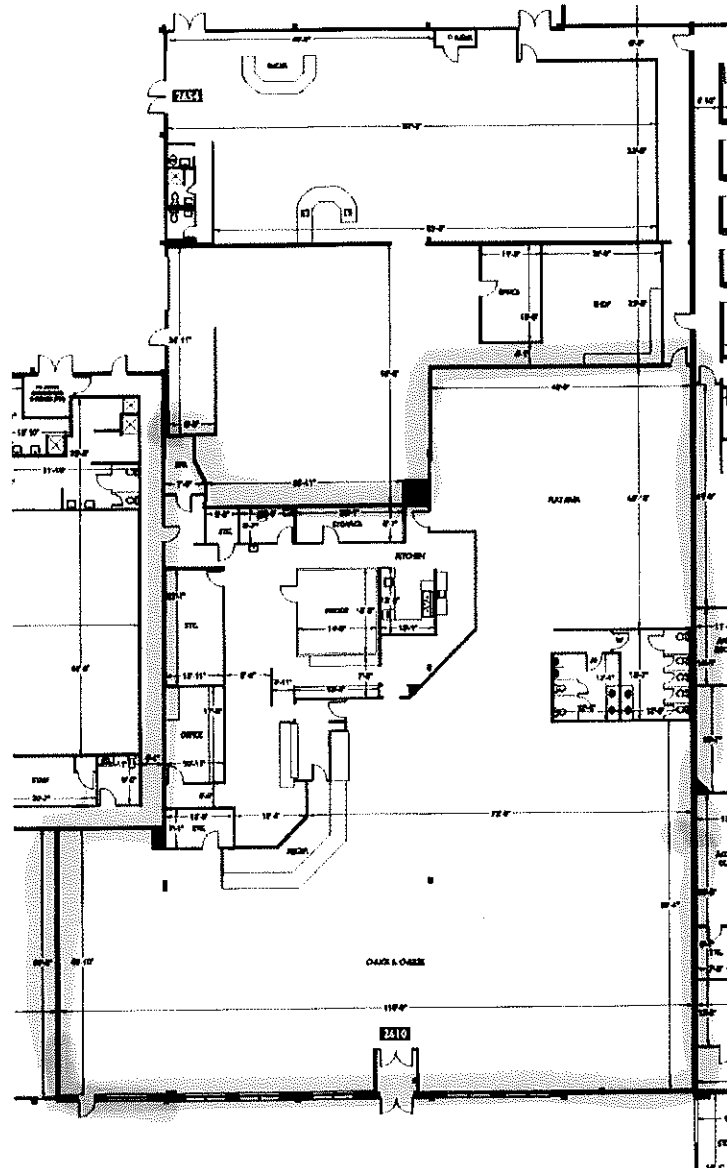


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EXHIBIT A

[Outline of the Premises]





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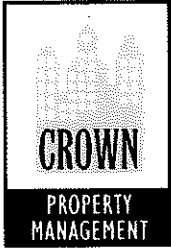
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EXHIBIT B

[Legal Description of the Property]

PARCEL #129992000006000

THAT PORTION OF GOVERNMENT LOT 5, SECTION 29, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 5: THENCE NORTH 00 DEGREES 59'08" WEST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 5, FOR 422.11 FEET: THENCE SOUTH 89 DEGREES 07'08" EAST FOR 44.20 FEET TO THE EASTERLY RIGHT OF WAY MARGIN OF COLUMBIA CENTER BOULEVARD: THENCE NORTH 00 DEGREES 44'07" WEST, ALONG SAID EASTERLY MARGIN, FOR 129.21 FEET TO THE TRUE POINT OF BEGINNING: THENCE NORTH 00 DEGREES 44'07" WEST FOR 244.56 FEET: THENCE SOUTH 89 DEGREES 07'08" EAST FOR 127.40 FEET: THENCE NORTH 00 DEGREES 52'52" EAST FOR 349.39 FEET TO A POINT 150 FEET SOUTH, AS MEASURED PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 5 OF THE SOUTHERLY RIGHT OF WAY MARGIN OF COLUMBIA DRIVE SOUTHEAST (OLD STATE HIGHWAY NO. 3): THENCE SOUTH 89 DEGREES 07'08" EAST, PARALLEL WITH AND 150 FEET SOUTHERLY OF THE SOUTH RIGHT OF WAY MARGIN AND ALSO BEING PARALLEL WITH THE TANGENT OF CURVE OF SAID COLUMBIA DRIVE SOUTHEAST, FOR 568.40 FEET: THENCE SOUTH 00 DEGREES 59'08" EAST ALONG THE WEST LINE OF LOT 4 AND ITS NORTHERLY PROJECTION THEREOF, PARK SQUARE NO. 2 ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 8, PAGE 169, RECORDS OF BENTON COUNTY, WASHINGTON, FOR 534.74 FEET: THENCE NORTH 89 DEGREES 07'08" WEST FOR 597.63 FEET: THENCE SOUTH 00 DEGREES 52'52" WEST FOR 59.40 FEET: THENCE NORTH 89 DEGREES 07'08" WEST FOR 108.68 FEET TO THE TRUE POINT OF BEGINNING: 7.65 ACRES. WAIVER 6-18-87.



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EXHIBIT C

[Tenant Improvement Schedule]

1. Tenant Improvements to be Completed by Landlord

Professionally clean carpets

Professionally clean interior of Premises per CDC regulations.

2. Tenant Improvements to be Completed by Tenant

Affix large ballot box at the far end of the building for drive-by ballot drop box. Tenant to remove ballot drop box and shall repair surface upon vacating. Tenant shall be responsible for all repairs and costs associated with damages associated with installation and repair. All work to be completed in a workmanlike manner. Any further improvements deemed necessary by tenant must receive written approval before commencement and shall be completed at tenant's sole cost.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6-23-2020	
Subject:	Surplus	
Presenter:		
Prepared By:	L. Roe	
Reviewed By:	B. Chilton	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of. Information Technology has submitted 31 items (Exhibit A) for surplus and has deemed attached items to be damaged and without value.

Fiscal Impact

Amount:

Fund:

Recommendation

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

Suggested Motion

Move to declare said IT items surplussed and instruct submitting department to dispose of according to the Benton County Personal Property Management Policy.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

WHEREAS, Information Management has identified items of personal property for which they are no longer in need; and

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

BE IT RESOLVED that based on the recommendation of the Personal Property Manager and as supported by the Information Management, the listed property in Exhibit A is hereby determined to be surplus and will be disposed of by waste disposal or recycled.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Department	Type	Tag	CT	Serial Number	Service ID	Make	Description
AS - Assessor	printer	14813	B	SCNC3051379		HP	LaserJet 1200
AS - Assessor	printer	15723	B	CNB1F08630		HP	LaserJet 1160
AU - Auditor	printer	19026	B	VNB3R14968	GAL5US5310BA	HP	LaserJet P3015dn
AU - Auditor	printer	19027	B	VNB3R14965	GAL5US530F2D	HP	LaserJet P3015dn
AU - Auditor	printer	19760	B	CNCCF8705X		HP	LaserJet Enterprise 500 Color M551dn
BU - Protective Inspection Services	printer	18669	B	CNCCCBG4GL	G8T1US38CBCE	HP	Color LaserJet CP3525dn
CL - Clerk	printer	20122	B	CNDCG910BK		HP	LaserJet Enterprise 600 M602dn
CU - Sheriff - Custody	monitor	23657	B		17683380722 84G87W2	Dell	P2219H
CU - Sheriff - Custody	printer	19400	B	VNB3R52030	GAL5US63409A	HP	LaserJet P3015dn
FA - Facilities	printer	18078	B	JPBCB7M320	G6NUUS0060C1	HP	Color LaserJet CP4025dn
IT - Information Technology	net	17015	B	JS0745012859		APC	Smart-UPS 2200VA
IT - Information Technology	other	20229	B		1409007323	Dell	High Speed Docking Station for XPS
IT - Information Technology	other	20369	B	0914-GTC200-4994		Havis Vehicle	Docking Station for Tablet
IT - Information Technology	other	20427	B	CN-OJ22N2-77173-49I-0455		Dell	Docking Station for Tablet
IT - Information Technology	other	20491	B		3.70135E+12	Dell	Docking Station for Laptop E-PRT Plus APR
IT - Information Technology	other	20492	B		3.70135E+12	Dell	Docking Station for Laptop E-PRT Plus APR
IT - Information Technology	other	20877	B	035RXX-12961-SAM-5947-A00		Dell	E-Port Plus Docking Station
IT - Information Technology	other	20879	B	035RXX-12961-SAM-5949-A00		Dell	E-Port Plus Docking Station
JJ - Juvenile Justice	printer	13899	B	USQJ006698		HP	LaserJet 4050T
JJ - Juvenile Justice	printer	19789	B	JPDCF99008		HP	Color LaserJet CP4525dn
PA - Prosecuting Attorney	monitor	22618	B	FTDHTL2		Dell	P2217H
PA - Prosecuting Attorney	other	20721	B	CN-OPKDRG-75941-57S-080C-A00		Dell	E-Port Plus Docking Station
PA - Prosecuting Attorney	other	20725	B	CN-OPKDRG-75941-57S-01F5-A00		Dell	E-Port Plus Docking Station
PA - Prosecuting Attorney	other	20726	B	CN-OPKDRG-75941-57S-0583-A00		Dell	E-Port Plus Docking Station
PB - Probation	printer	15610	B	CNBB062589		HP	LaserJet 1150
PB - Probation	printer	18035	B	SVNB3D11673		HP	LaserJet PRO P1606dn
SH - Sheriff - Administration	monitor	22699	B	5ZB5VL2		Dell	P2217H
SH - Sheriff - Administration	scanner	16764	B		105305	Fujitsu	fi-5750C
SP - Sheriff - Patrol	laptop	17140	B	ZZGEG8098ZZ2034		Itronix	GoBook VR-02
SP - Sheriff - Patrol	printer	19833	B	JPDCF8905L		HP	Color LaserJet CP4525dn
TR - Treasurer	printer	20139	B	JPDCG9X2G7		HP	Color LaserJet CP4025dn w/500-sheet tray

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 23, 2020	
Subject:	Contract Amendment #1 w/ Young's ServiceMaster Cleaning Services, Inc. – Contract Extension	
Presenter:	N/A	
Prepared By:	Paul Schut	
Reviewed By:	R Blain	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

On March 24, 2020, the Benton County Administrator entered into an Emergency Personal Services Contract with Young's ServiceMaster Cleaning Services, Inc. for as-needed disinfectant services in the Benton County Jail.

On March 31, 2020, the Board of Benton County Commissioners, via resolution 2020-263, ratified the Personal Services Contract.

The 1st Contact Amendment is needed to extend the contract termination date from June 30, 2020, to September 30, 2020 to continue to provide the necessary cleaning service during the current emergency declaration.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Approval of Contract Amendment #1 w/ Young's ServiceMaster Cleaning Services, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO FIRST AMENDMENT TO THE EMERGENCY PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND YOUNG’S SERVICEMASTER CLEANING SERVICES, INC.; AMENDING RESOLUTION 2020-263

WHEREAS, on March 24, 2020, the Benton County Administrator entered into an Emergency Personal Services Contract with Young’s ServiceMaster Cleaning Services, Inc. for as-needed disinfectant services in the Benton County Jail; and

WHEREAS, on March 31, 2020, the Board of Benton County Commissioners, via resolution 2020-263, ratified the Personal Services Contract; and

WHEREAS, the 1st Contact Amendment is needed to extend the contract termination date from June 30, 2020, to September 30, 2020 to continue to provide the necessary cleaning service during the current emergency declaration; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman to sign the attached First Contract Amendment to Personal Services Contract between Benton County and Young’s ServiceMaster Cleaning Services, Inc.; and

BE IT FURTHER RESOLVED, all other terms and conditions of the said Personal Services Contract shall remain the same; and

BE IT FURTHER RESOLVED, the contract expiration date shall be extended to September 30, 2020;

BE IT FURTHER RESOLVED, Resolution 2020-263 is hereby amended

Dated this _____ day of _____ 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

FIRST CONTRACT AMENDMENT PERSONAL SERVICES CONTRACT

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **YOUNG'S SERVICEMASTER CLEANING SERVICES, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 3654 Dodge Street, West Richland, WA 99353 (hereinafter "CONTRACTOR").

WHEREAS, On March 24, 2020 the parties entered into an Emergency Personal Services Contract, beginning March 24, 2020 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide as-needed disinfectant services in the Benton County Jail; and

WHEREAS, this First Amendment is necessary to extend the contract an additional 3 months; and

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

2. **DURATION OF CONTRACT**

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

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.

(Intentionally Left Blank)

FOR BENTON COUNTY

YOUNG'S SERVICEMASTER
CLEANING SERVICES, INC.

Chairman Date

 6-10-20

Signature Date

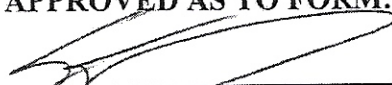
Attest: Clerk of the Board

Robert Young

Name
G.M

Title

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney, Civil

6/10/2020

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/23/20	
Subject:	Prosecutorial Diversion Services with LCC	
Presenter:	Kyle Sullivan	
Prepared By:	Deena Horton	
Reviewed By:	Kyle Sullivan	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

Benton County Department of Human Services would like to contract with Lourdes Counseling Center (LCC) to provide Prosecutorial Diversion services to identify and divert individuals incarcerated when competency issues have been raised. Lourdes Counseling Center will provide overall day to day oversight of the program as well as weekly team meetings, monthly community collaboration meetings and quarterly calls with the State;

Delay in execution is a result of the legal review process.

Fiscal Impact

Amount: \$10,650.00

Fund: 0108.101 Human Services

Recommendation

To accept the Personal Services contract between Benton County Department of Human Services and Lourdes Counseling Center for Prosecutorial Diversion services.

Suggested Motion

Move to Personal Services contract between Benton County Department of Human Services and Lourdes Counseling Center for Prosecutorial Diversion services not to exceed \$10,650.00. Terms of the contract are July 1, 2020 to February 28, 2021.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

***EXECUTING A PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY
DEPARTMENT OF HUMAN SERVICES AND LOURDES HOSPITAL, LLC, DOING
BUSINESS AS LOURDES COUNSELING CENTER (LCC)***

WHEREAS, Benton County Department of Human Services would like to contract with Lourdes Counseling Center (LCC) to provide Prosecutorial Diversion services to identify and divert individuals incarcerated when competency issues have been raised; and

WHEREAS, Lourdes Counseling Center will provide overall day to day oversight of the program as well as weekly team meetings, monthly community collaboration meetings and quarterly calls with the State;

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners hereby accepts the proposed Professional Services Contract; 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, a Professional Services Contract between Benton County Department of Human Services and Lourdes Counseling Center, to provide Prosecutorial Diversion services not to exceed \$10,650.00 and the term of the contract will be July 1, 2020 to February 28, 2021; and

BE IT FURTHER RESOLVED, the maximum total amount payable by the County to LCC will not exceed \$10,650.00; and

BE IT FURTHER RESOLVED, the term of the attached Professional Services Contract commences on July 1, 2020 and shall expire on February 28, 2021.

Dated thisday of, 2020

Chair

Member

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

Attest: _____
Clerk of the Board

**BENTON COUNTY
DEPARTMENT OF HUMAN SERVICES
PERSONAL SERVICES CONTRACT #PSC-2020-LOURDES-00**

TERMS AND CONDITIONS

THIS PROFESSIONAL SERVICES CONTRACT #PSC-2020-LOURDES-00, TERMS AND CONDITIONS (hereinafter the "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, 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 "COUNTY"), and **OUR LADY OF LOURDES HOSPITAL AT PASCO**, a corporation organized under the laws of the state of Washington, doing business as Lourdes Counseling Center, with its principal offices at 520 North 4th Avenue, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the Terms and Conditions contained in this document.

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2020 and shall expire on February 28, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide Prosecutorial Diversion services to identify and divert individuals incarcerated when competency issues have been raised. The CONTRACTOR shall have a Prosecutorial Diversion Program Supervisor who will perform the following duties, but are not limited to:

i. Overall day to day oversight of the program and employees.

- ii. Organizing and leading weekly team meetings with staff.
- iii. Organizing and leading monthly community collaboration meetings.
- iv. Participation in quarterly calls with the State.
- v. Monitoring budget as it relates to Housing, Mileage, Overtime expenses.
- vi. Maintaining and improving key community partnerships.
- vii. Ongoing program analysis to determine improvement opportunities
- viii. Coordination with prosecutors, defense and community partners.
- ix. Tracking and reporting key metrics.
- x. Supervision and training of new and existing staff.
- xi. Annual staff evaluations

- a. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- b. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- c. The CONTRACTOR shall complete its work in a timely manner by the end date of the agreement.
- d. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Name: Rob Monical, Lourdes Health Network, CEO
 Address: 520 N. 4th Ave, Pasco, WA 99301
 Phone: 509-547-7704
 E-mail: RMonical@lourdesonline.org

b. For COUNTY:

Name: Kyle Sullivan, Human Services Manager
Address: 7102 W. Okanogan Suite 201, Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-mail: Kyle.Sullivan@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat rate of Eight Hundred and eighty-seven dollars and fifty cents. (\$887.50) per month.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Ten Thousand Six Hundred and Fifty Dollars and Zero Cents (\$10,650.00).
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the

terms of this Contract with variances only for technical or minor omissions or defects.

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

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is

required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

shall be as follows:

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

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance

required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

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

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

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

it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain

performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to

copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered

or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- **This section left blank intentionally** -

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

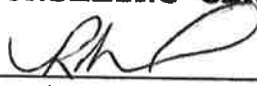
Dated: _____

Dated: 5/20/2020

FOR: BENTON COUNTY

**FOR: LOURDES HOSPITAL,
LLC DBA LOURDES
COUNSELING CENTER**

Chairman



Signature

Member

CEO

Title:

Member


Rob Morica

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: 06/23/2020		
Subject: Coordinated Entry Administrative Cost		
Presenter: Kyle Sullivan		
Prepared By: Tammy McKeirnan		
Reviewed By: Kyle Sullivan		
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

Due to COVID 19 pandemic, Resolution 2020 364 \$500,000 was added to Emergency Housing to help with rent payments, utilities payments and other housing needs.

Fiscal Impact

There is no impact on the current Expense budget. All revenues and expenditures are from the Fund 0154.101 Homeless Housing Budget

Recommendation

- Approve the Resolution

Motion

Approve the line item transfer in the amount of \$150,000.00 from Homeless Housing & Assistance Contract Services fund and transferring it to Coordinated Entry in order to pay for operations to support Emergency Housing fund.

Kyle Sullivan, Manager
Benton County Dept of Human Services

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HOMELESS HOUSING & ASSISTANCE FUNDS NUMBER 0154.101.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Human Services; Auditor; File

McKeirnan

BENTON COUNTY LINE ITEM TRANSFER

Exhibit A

Dept Name:
 Dept Number: 000
 Fund Name: Homeless Housing & Assistance

Dept Name:
 Dept Number: 000
 Fund Nbr: 0154101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
565.400	4102	Contract Services	\$150,000	565.460	9108	Administrative Cost	\$150,000
TOTAL			\$150,000	TOTAL			\$150,000

Explanation:
 Per Resolution 2020 364 added \$500,000 to Emergency Housing Program due to Covid 19 pandemic. Moving funds from Contract Services to Coordinated Entry in order to pay for operations to support Emergency Housing Fund.

Prepared by: Tammy McKeirnan

Date: 09-Jun-2020

Approved Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 173

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.400	4301	Travel	\$7,950	594.270	6410	Capital Outlay - Vehicles	\$7,950
TOTAL			\$7,950	TOTAL			\$7,950

Explanation:

This transfer is necessary to cover the purchase a 2020 Ford Police Interceptor SUV from Columbia Ford Lincoln, Longview WA resolution number 2019-794.

Prepared by:

Date:

Approved Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: June 23, 2020		
Subject: Execution of On-Call Materials Testing contract with Strata		
Presenter:		
Prepared By: slc		
Reviewed By: D. D'Hondt		
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

The Public Works Department anticipates a need for material sampling and testing and wishes to obtain the on-call services of a testing firm. A Request for Qualifications was solicited with four firms responding. Strata from Richland, WA was selected, and a contract was negotiated by the County Engineer.

Per RCW 36.32.235, on-call contracts can be executed for a contract term not to exceed one year with the County having the option of extending the contract for one additional year. The contract has been reviewed as to form by the Deputy Prosecuting Attorney and signed by Strata.

Fiscal Impact

Amount: Not to exceed \$50,000.00 including WSST

Fund: Most likely the entire amount will be expended from the Road Fund (0101-101), however the contract is with Benton County so other departments can use the services.

Recommendation

The County Engineer recommends that the Service Contract be approved and signed by the Board.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT FOR ON-CALL MATERIAL SAMPLING AND TESTING WITH STRATA OF RICHLAND, WASHINGTON

WHEREAS, the Public Works Department anticipates a need for material sampling and testing and wishes to obtain the on-call services of a testing firm; and

WHEREAS, the Department advertised the need for services, received statements of qualifications, and selected the top firm; and

WHEREAS, the Department has negotiated with Strata of Richland, Washington to provide as-needed testing services; and

WHEREAS, a Personal Services Contract has been prepared and reviewed as to form by a Benton County Deputy Prosecuting Attorney; and

WHEREAS, the County Engineer recommends that this Services Contract be approved; **NOW THEREFORE,**

BE IT RESOLVED that the Personal Services Contract with Strata of Richland, Washington to provide on-call material sampling and testing services in an amount not to exceed \$50,000, including applicable taxes, is hereby approved; and the Board of County Commissioners is hereby authorized to sign said Contract; and

BE IT FURTHER RESOLVED the Agreement will expire June 1, 2021 with the County having the option of renewing the contract for an additional one-year period.

Dated this 23rd day of June 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **STRATA**, a corporation organized under the laws of the State of Washington with its principal offices at 2380 Lindberg Loop, Richland, WA 99354 (hereinafter "CONSULTANT").

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 attached Exhibit A – Schedule of Fees.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on June 1, 2021 with the County having the option of renewing the contract for an additional one-year period. STRATA would have the option of updating the Schedule of Fees at that time. The CONSULTANT shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONSULTANT shall provide on-call materials sampling and testing services. Services shall include the sampling and testing of roadway and building construction materials including but not limited to: hot mix asphalt, cement concrete, grout, aggregates, soils, high performance coatings, fire proofing, bolted connections, welded connections, and concrete masonry units.
- b. When a specific project is identified, individual task orders are authorized by the Contract Representatives in Section 4 below based upon a "not to exceed" amount using Exhibit A – Schedule of Fees, which is attached hereto and incorporated by reference.
- c. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- d. The CONSULTANT shall perform the work specified in this Contract according to standard industry practice.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONSULTANT:

Name: Dustin Beck, Business Manager
Address: 2380 Lindberg Loop
Richland, WA 99354
Phone: 509-943-2913
Email: dbeck@stratgeotech.com

b. For COUNTY:

Name: Douglas D'Hondt, P.E., County Engineer
Address: P. O. Box 1001
620 Market Street
Prosser, WA 99350
Phone: 509-786-5611
Email: douglas.dhondt@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONSULTANT shall be paid at the rates set forth in Exhibit A, "Schedule of Fees", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed Fifty Thousand Dollars (\$50,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract.
- d. The CONSULTANT 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 CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT 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 CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT in the performance of any work required under this Contract, the CONSULTANT shall make any and all necessary corrections without additional compensation. All work submitted by the CONSULTANT shall be certified by the CONSULTANT and checked for errors and omissions. The CONSULTANT 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 CONSULTANT shall hold harmless, and indemnify 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 reimbursement of 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, to the extent caused in whole or in part by negligence of the CONSULTANT or its subconsultants in connection with their

work under this contract. PROVIDED, that the CONSULTANT'S obligation hereunder shall not extend to injury, sickness, death, or damage to the extent it is caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONSULTANT, any subconsultant, 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 CONSULTANT or subconsultant under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONSULTANT expressly waives any immunity the CONSULTANT might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONSULTANT 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 CONSULTANT makes with any subconsultant or agent performing work hereunder. CONSULTANT'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONSULTANT'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 CONSULTANT, or the CONSULTANT'S employees, agents, or subconsultants.

8. INSURANCE

The CONSULTANT shall obtain and maintain continuously the following insurance:

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONSULTANT shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONSULTANT'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 CONSULTANT'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 CONSULTANT'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. CONSULTANT 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 CONSULTANT must purchase “extended reporting” coverage for a minimum of 36 months after the completion of work. The CONSULTANT shall annually provide the COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONSULTANT 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 CONSULTANT and employees of any subconsultant or sub-subconsultant. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONSULTANT 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, CONSULTANT waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONSULTANT shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONSULTANT from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONSULTANT or by anyone directly employed by or contracting with CONSULTANT. 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 CONSULTANT’s commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONSULTANT 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. CONSULTANT'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.

CONSULTANT 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 CONSULTANT shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONSULTANT (Symbol 1), or if the CONSULTANT 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 CONSULTANT from claims which may arise from the performance of this Contract, whether such operations are by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- e. **Other Insurance Provisions:**
1. The CONSULTANT'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. CONSULTANT'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 CONSULTANT'S insurance policies.
 2. The CONSULTANT'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 CONSULTANT'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 CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants 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 CONSULTANT maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.**
7. The CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT 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 CONSULTANT enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONSULTANT under this Contract are expressly conditioned upon CONSULTANT'S strict compliance with all insurance requirements. Payment to CONSULTANT may be suspended in the event of non-compliance. Upon receipt of evidence of CONSULTANT'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONSULTANT.

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 CONSULTANT, 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all costs incurred by the CONSULTANT in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONSULTANT 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 CONSULTANT, in which case the COUNTY shall pay the CONSULTANT 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 CONSULTANT 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 CONSULTANT'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONSULTANT shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONSULTANT 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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT

- a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an independent CONSULTANT and not as an agent, employee, or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONSULTANT, 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 CONSULTANT shall have and maintain complete responsibility and control over all of its subconsultants, employees, agents, and representatives. No subconsultant, employee, agent, or representative of the CONSULTANT shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT relating to the performance of this Contract. The CONSULTANT 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 CONSULTANT and its assignees, delegates, and subconsultants shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

18. DISPUTES

Disputes between the CONSULTANT 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 CONSULTANT shall be decided mutually by the COUNTY'S and CONSULTANT'S Contract Representatives or designees. All rulings, orders, instructions, and decisions shall be final and conclusive, subject to CONSULTANT'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONSULTANT and its employees, subconsultants, and subconsultants' 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT pursuant to Section 14 of this

Contract may be of evidentiary value, the COUNTY may issue written notice to CONSULTANT of such circumstances and direct the CONSULTANT to “hold” such records. In the event that CONSULTANT receives such written notice, CONSULTANT shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONSULTANT 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 CONSULTANT 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, CONSULTANT 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 CONSULTANT’S possession. This may include records that CONSULTANT regards as confidential or proprietary. To the extent that CONSULTANT provides any records to the COUNTY that it regards as confidential or proprietary, CONSULTANT agrees to conspicuously mark the records as such. The CONSULTANT 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 CONSULTANT in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONSULTANT as confidential or proprietary, so that CONSULTANT may seek a judicial order of protection if necessary.

28. RISK ALLOCATION

In consideration for CONSULTANT’S limited Project role, COUNTY agrees CONSULTANT’S total aggregate remedy limit to COUNTY and all third parties who may claim through COUNTY, arising from injuries, damages, claims, losses, expenses or claim expenses, including any attorney’s fees or litigation expenses arising from any judgment or ruling of any kind, arising out of or relating to this Contract based on any cause or any theory of liability, including, but not limited to negligence, errors or omissions, strict liability, breach of contract, and claims for indemnification or contribution, such that CONSULTANTS’S total aggregate remedy limit per Project shall not exceed fifty thousand dollars (\$50,000). If COUNTY wishes to increase this remedy limit, we may negotiate a higher limit in exchange for an appropriate fee increase to reflect the appropriate risk allocation. It is intended by COUNTY and CONSULTANT that this provision shall apply to the indemnity obligations set forth above. COUNTY and CONSULTANT agree that neither will be liable to the other for any consequential, liquidated, punitive, or incidental damages, except as specifically provided for in this Contract. Notwithstanding any period of limitations that might otherwise apply, the parties agree that no actions, claims, or proceedings of any kind, whether in tort, contract, or equity, arising out of CONSULTANT’S services, may be brought against CONSULTANT more than two (2) years after CONSULTANT’S last service date in connection with this Contract.

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

Dated: _____

Dated: 6-12-20

FOR: BENTON COUNTY

FOR: STRATA

Chairman

Signature

Member

C.O.O.

Title:

Member

Paxton K. Anderson, P.E.

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Reid Hay, Civil Deputy Prosecuting
Attorney



SCHEDULE OF FEES

(Most Common Field and Laboratory Tests)

Labor Rates *

Senior Engineer	\$165.00	hour
Project Engineer	\$130.00	/hour
Staff Engineer	\$95.00	/hour
Field Professional – Soils, Concrete, Asphalt	\$55.00	/hour
Field Professional – Overtime	\$82.50	/hour
Special Inspector – Reinforced Concrete, Masonry	\$65.00	/hour
Special Inspector – Structural Steel (Welding/Bolting)	\$68.00	/hour
Special Inspector – Ultrasonic Testing	\$80.00	/hour
Special Inspector – Overtime	1 ½ times	hourly rate
Project Administrator	\$50.00	/hour
Project Manager	\$100.00	/hour

Laboratory Test Rates

Moisture Density Test (Proctor)	\$220.00	/each
Sieve Analysis of Coarse & Fine Aggregate	\$135.00	/each
California Bearing Ratio – 1 Point w/Proctor	\$395.00	/each
Atterberg Limits	\$130.00	/each
Sand Equivalent – 1 Point	\$105.00	/each
Los Angeles Abrasion	\$235.00	/each
Hydrometer .002 & Sieve Analysis	\$175.00	/each
Specific Gravity of Coarse or Fine Aggregate	\$140.00	/each
Sodium/Magnesium Soundness 1-3 Sizes	\$320.00	/each
Sodium/Magnesium Soundness 4-6 Sizes	\$340.00	/each
Asphalt Volumetric Properties – Gyratory	\$325.00	/each
Rice Max Theoretical Test	\$125.00	/each
Extraction Gradation w/Moisture-Ignition Oven	\$210.00	/each
Compression Strength - Concrete Cylinders	\$25.00	/each
Compression Strength – Masonry Grout Prism	\$25.00	/each
Compression Strength – 6”/8” Masonry Prism	\$80.00	/each
Compression Strength - Mortar Cylinder	\$25.00	/each

Equipment/Expenses

Vehicle Charge	Distance Dependent	/day
Density Gauge – Day	\$65.00	/day
Torque Wrench	\$105.00	/day
Rebar Locator	\$85.00	/day
Ultrasonic Equipment	\$157.50	/day
Coring Equipment & Generator	\$265.00	/day
Core Bit Charge	\$4.00	/inch

*Overtime will be invoiced at 1 1/2 times the hourly rate for all time before 7:00 a.m., after 5:00 p.m., over 8 hours per day, weekends, or holidays. A 2.0 hour minimum charge, including travel, will be invoiced for our services.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: June 23, 2020		
Subject: Accepting work by Iron Horse Vac LLC for 2019 Culvert Cleaning project		
Presenter:		
Prepared By: slc		
Reviewed By: D. D'Hondt		
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

The County entered into a contract with Iron Horse Vac, LLC for the 2019 Culvert Cleaning project on September 17, 2019 (Res. 2019-688). Iron Horse Vac, LLC has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Iron Horse Vac, LLC's work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY IRON HORSE VAC, LLC UNDER CONTRACT FOR C.E. 2082 SMP – 2019 CULVERT CLEANING

WHEREAS, on September 17, 2019 the Board of County Commissioners entered into a contract with Iron Horse Vac, LLC of Kennewick, Washington (Resolution 2019-688) for C.E. 2082 SMP – 2019 Culvert Cleaning; and

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

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

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

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

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineer’s recommendation and hereby accepts the work performed by Iron Horse Vac, LLC under contract for C.E. 2082 SMP – 2019 Culvert Cleaning as being completed in conformance with the contract documents.

Dated this 23rd day of June 2020.

Chairman

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 23, 2020		
Subject: Accepting work by DeAtley Crushing Company for 2019 Crushing & Stockpiling		
Presenter:		
Prepared By: slc		
Reviewed By: D. D'Hondt		
Type of Agenda Item:		
Type of Action Needed:		
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

The County entered into a contract with DeAtley Crushing Company for the 2019 Crushing and Stockpiling project on March 12, 2019 (Res. 2019-213). DeAtley Crushing Company has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept DeAtley Crushing Company's work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY DeATLEY CRUSHING COMPANY UNDER CONTRACT FOR C.E. 2074/2075 ERR – 2019 CRUSHING AND STOCKPILING

WHEREAS, on March 12, 2019 the Board of County Commissioners entered into a contract with DeAtley Crushing Company of Lewiston, Idaho (Resolution 2019-213) for C.E. 2074/2075 ERR – 2019 Crushing and Stockpiling; and

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

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

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

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

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineer’s recommendation and hereby accepts the work performed by DeAtley Crushing Company under contract for C.E. 2074/2075 ERR – 2019 Crushing and Stockpiling as being completed in conformance with the contract documents.

Dated this 23rd day of June 2020.

Chairman

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 23, 2020	
Subject:	Contract with Richland Yacht Club for Jetboat Moorage	
Presenter:	Commander, Jon Law	
Prepared By:	Katie Gillies, CFO	
Reviewed By:	Ryan Lukson	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

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

The Benton County Sheriff’s Office currently does not possess a place to house the emergency response vessels that will allow for rapid response times in emergency situations near the mouth of the Yakima River and the Columbia River Reach. The Richland Yacht Club has offered to lease a vessel moorage slip to the Benton County Sheriff’s Office from June 1, 2020 through September 30, 2020. This moorage agreement will reduce emergency response times and place our vessel in a safe and secure location and increase public safety.

The Richland Yacht Club moorage slip includes one (1) space available to the Benton County Sheriff’s Office for the purpose of storing the Jetboat.

Fiscal Impact

Amount: \$600.00, plus any applicable W.S.S.T

Fund: 0127101 – Boating Safety & Patrol Fund

Recommendation

The Benton County Sheriff’s Office recommends entering into a contract with the Richland Yacht Club for said services that commences June 1, 2020 through September 30, 2020 for an amount not to exceed \$600.00 plus any applicable WSST.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE MOORAGE AGREEMENT BETWEEN THE RICHLAND YACHT CLUB AND THE SHERIFF'S OFFICE TO MAINTAIN A BOAT SLIP AT THE COLUMBIA POINT FOR ONE (1) OF THE SHERIFF'S OFFICE MARINE JET BOAT

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

WHEREAS, The Benton County Sheriff's Office currently does not possess a place to house the emergency response vessels that will allow for rapid response times in emergency situations near the mouth of the Yakima River and the Columbia River Reach; and

WHEREAS, The Richland Yacht Club has offered to lease a vessel moorage slip to the Benton County Sheriff's Office. This moorage agreement will reduce emergency response times and place our vessel in a safe and secure location and increase public safety; and

WHEREAS, The Richland Yacht Club moorage slip includes one (1) space available to the Benton County Sheriff's Office for the purpose of storing the Jetboat; and

WHEREAS, the Benton County Sheriff's Office recommends entering into a contract with the Richland Yacht Club for said services with a termination date of September 30, 2020; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and hereby awards the personal service contract to the Richland Yacht Club for moorage of the Benton County Sheriff's Office Marine Patrol Jetboat for an annual amount not to exceed \$600.00 plus any applicable WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Personal Service Contract between Benton County and The Richland Yacht Club; and

BE IT FURTHER RESOLVED the term of the attached contract commences June 1, 2020 and expires on September 30, 2020.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

Richland Yacht Club - Facility Use and Hold Harmless Agreement

The undersigned member of the Richland Yacht club or Civic Organization shall and will indemnify and hold harmless, the Richland Yacht Club and all its members, officers, and agents from and against any and all liability claims, demands, expenses, fees, penalties, suits, proceedings, actions and causes of actions, of any and every kind and nature, arising or growing out of, or in any way connected with the undersigned member' s use of the Richland Yacht Club facilities.

Benton County agrees to compensate the Richland Yacht Club \$600.00 in consideration for a 24-foot moorage fee for the period starting June 1, 2020 through September 30, 2020.


The representative of Benton County has read and understands the above and agree to abide with this agreement and all the rules and regulations of the Richland Yacht Club pertaining to the use of the Club property, equipment and/or facilities by a member or Civic Organization.

By: _____
Chairman of the Board,
Benton County Commissioners

Date: _____

Richland Yacht Club Board Approval Date: P. C. Larsen 6/14/20
Commodore Richland YACHT CLUB

Orientation completed by: _____ Date: _____

Approve as to form: 

Richland Yacht Club - Moorage Request

Personal Data:

Date Submitted:

Applicants Name: Benton County Sheriff's Office

Address: 7122 W. Okanogan Place #A

City: Kennewick

State: WA

Zip: 99336

Telephone numbers you want called in the event of any problem on the docks or with your boat that you should be notified about once you are assigned moorage.

Preferred Number: 509-735-6555

Alternate: 509-736-3079

Vessel Description:

Type/Make: Northwest Jetboat

Length: 24 ft Beam: _____

Insurance and Vessel Registration

_____ Attach copy of current vessel registration

Self Insured

Specifics of your Moorage Request:

New member (circle one): YES / NO

Slip Size (circle one): 24' 32' 40' 45' 56' End Tie (circle one): YES / NO

Special request details (e.g. specific slip): _____

Acknowledgement:

In accepting a moorage assignment, I agree to abide by the By-Laws and Standing Rules of the Club as they apply to conduct, dock use, and moorage.

I acknowledge the requirement to use 3/8" or larger dock lines in sufficient number to preclude damage to the slip from boat movement.

I acknowledge that the Club does not carry any insurance covering my vessel, its contents or any property I bring onto or maintain at my slip.

I acknowledge that I am solely responsible for my vessel and any damage it may cause while moored at the Clubs docks.

Applicants Signature: _____

Assignment:

Slip Designator: _____

Date Assigned: _____

Dock Captain Signature: _____

Richland Yacht Club
c/o Monte Nail CPA
1880 Fowler St
Richland WA 99352

Invoice

Date	Invoice #
4/28/2020	10940

Benton County Sheriff Marine Patrol



Due Date	Slip ID
5/28/2020	

Description	Qty	Rate	Amount
24' Moorage Fee - May through September 2020 Benton County agrees to compensate the Richland Yacht Club \$600 in consideration for a 24 foot moorage fee from June 1, 2020 through September 30, 2020. Benton County Agrees to carry a minimum of \$300,000 in liability insurance for their vessel moored at the Richland Yacht Club.		600.00	600.00
Balances 60 days past due will be charged a \$50 Late Fee per RYC Standing Rule VI.8	Total		\$600.00
	Payments/Credits		\$0.00
	Balance Due		\$600.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/23/2020	
Subject:	Expenditure Coding Corrections	
Presenter:	Tiffany Deaton	
Prepared By:	Tiffany Deaton	
Reviewed By:	Carrie Runge, Presiding Judge	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

In 2019 the Benton and Franklin Counties percentage rates for the Adult Drug Court Program were established to represent Benton County's responsibility @ 82% and Franklin County's responsibility @ 18%. In 2020, the percentage rates changed to represent Benton County's responsibility @ 71.43% and Franklin County's responsibility @ 28.57%. However, the Court Administrator did not notify the Auditor's Office of the percentage rate change, therefore reimbursements for January through March of 2020 to Franklin County were calculated at the 2019 rate of 18%. The requested Coding Corrections adequately reflect the difference between 18% and 28.57%, to be invoiced for reimbursement to Franklin County.

Fiscal Impact

No fiscal impact. In 2020, Franklin County's percentage rate allocation increased and Benton County's percentage rate allocation decreased. The current budgeted funds in 0148101, Public Safety Tax – Adult Drug Court and 0000101, Current Expense – Adult Drug Court will cover the billing corrections per the Expenditure Coding Corrections.

Recommendation

Recommend approval.

Suggested Motion

I move to approve Expenditure Coding Corrections in the amount of \$6,119.39.

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON

RE: APPOINTING JAMIE RASMUSSEN TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL, BENTON COUNTY DIVISION OF THE SOUTHEAST WASHINGTON OFFICE, TO A TERM EXPIRING JUNE 30, 2023.

WHEREAS, in compliance with Section 107 of the Workforce Innovation and Opportunity Act of 2014, the Board of County Commissioners is required to make appointments to the Workforce Development Council after appropriate nomination; and

WHEREAS, Jamie Rasmussen has expressed an interest and willingness to fill a vacant position on the Workforce Development Council; and

WHEREAS, Jamie Rasmussen has been nominated by the Department of Vocational Rehabilitation to fill the Vocational Rehabilitation position for Workforce representation; and

WHEREAS, the Benton County Board of Commissioners deems this to be in the best interest of the county; **NOW, THEREFORE,**

BE IT RESOLVED the Benton County Board of Commissioners hereby appoints Jamie Rasmussen to the Vocational Rehabilitation position for Workforce representation on the Workforce Development Council, with said term effective upon signature and expiring June 30, 2023.

APPROVED this ____ day of _____.

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

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member