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 30, 2020

9:00 AM **Call to Order**
Approval of Minutes
- **June 23, 2020**

Review Agenda

Consent Agenda

Clerk
a. Line Item Transfer, Fund No. 0000-101, Dept. 106
Commissioners
b. Line Item Transfer, Fund No. 0000-101, Dept. 115
Coroner
c. Line Item Transfer, Fund No. 0000-101, Dept. 109
Human Services
d. Contract w/Our Lady of Lourdes Hospital for Advanced Registered Nurse Practitioner Services

e. Contract w/Jennifer Dorsett for Implementation of Prevention Programs & Strategies
f. First Amended Contract w/Kristi Sharpe for Implementation of Prevention Programs & Strategies
g. Line Item Transfer, Fund No. 0108-101, Dept. 568

Information Technology

h. Purchase of Electronic Data Processing Equipment, Telecommunication Equipment & Services from CompuNet, Inc.
i. Purchase of Latitude Laptop, Five Docking Stations & Two Monitors for Elections Department From Dell Inc.

Juvenile

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

Planning

k. Final Plat of Ridge View – SUB 2020-004

Public Works

l. Contract w/All Pro Shop Services to Service the Coats Tire Changing Machine
m. Contract w/Double J Excavating Inc for the Roadside Improvements Project
n. Contract w/Central Paving for 2020 Crack Seal Project

Risk Management

o. Salary Request Statement

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

Dial: 509 460-4941

Scheduled Business

District Court Re-Organization ~ Ela Selga & L Wingfield

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, June 23, 2020, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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; IT Manager Robert Heard; Robert Blain, Director of Operations/Capital Assets; Scott Souza, Chief of Corrections; Commander Joshua Shelton; Finance Manager Linda Ivey; Risk Manager Adam Morasch; Communications Coordinator Shyanne Palmus; Adam Fyall, Sustainable Development Manager, DPA Ryan Brown; PA Andy Miller.

Approval of Minutes

The Minutes of June 2, 2020 Special Meeting were approved.

The Minutes of June 4, 2020 Special Meeting were approved.

The Minutes of June 16, 2020 were approved.

Review Agenda

Consent agenda item "g" (Juvenile Line Item Transfer) was pulled.

Jerrod MacPherson requested to add a discussion regarding the CARES Act funding and Risk Management.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "m" pulling "g". Commissioner Small seconded and upon vote, the Board approved the following:

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

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

None.

Other Business

CARES Act Funding – Risk Management Temporary Position

Mr. MacPherson said the Risk Manager was currently spending 100% of his time related to Covid-19. The County received $11 million in CARES Act funding and they wanted to get Adam Morasch some help through the end of the year so his other responsibilities to the County could be taken care of.

Mr. Morasch updated the Board on what he had been taking care of to date relating to Covid-19:

- Evaluating work-stations – installing plexiglass barriers
- Implementing and monitoring health screening
- Touch free kiosk (working on getting set up)
- Guidance on face coverings; providing masks to employees
- Providing personal protective equipment, hand sanitizer
- Signage encouraging proper behavior
- Responding to new developments from state and local level

He added that he still had day-to-day duties to attend to, including:

- MSDS on-line – new program

- Turning on a Nogov module for learning/training
- Claims for damages, public records requests and safety meetings

Mr. MacPherson said they were seeking board approval to get Risk Management some help through the end of the year. Commissioner Small said he wanted to confirm that after the funding went away so did the position and it was stated that was correct.

MOTION: Commissioner Small moved to approve the Line Item Transfer for the temporary position as presented by Adam Morasch. Commissioner Delvin seconded and upon vote, the motion carried.

Covid-19 Information

Commissioner Small said information was released about local hospital occupancy. It was stated there were currently 80 people in local hospitals suffering from Covid-19 or "Covid-like symptoms" and they were 84% occupied. He expressed concern about the reference to Covid-like symptoms because of how that could affect the numbers.

Commissioner Jerome said they still had not heard from the State Department of Health about the information and request that was sent in to them last Friday.

Meeting Cancellation

The Board agreed to cancel the meeting of July 7, 2020.

The Board recessed at 9:14 a.m. reconvening at 9:18 a.m.

Executive Session - Potential Litigation

The Board went into executive session at 9:18 a.m. for 20 minutes to discuss potential litigation. Present were Chairman Beaver, Commissioners Small and Delvin (via/teleconference), Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, PA Andy Miller and Ryan Brown. The Board came out at 9:40 a.m. and announced it was going back into executive session for an additional 20 minutes to discuss potential litigation and to evaluate a claim against a public official.

The Board came out at 9:57 a.m. No decisions were made in executive session, but direction was given.

Tort Claims

CC 2020-13: Received on June 18, 2020 from Adam Trujillo

Accounts Payable

Check Date: 06/10/2020

P-Card #: 0620
Total all funds: $250,155.10

Check Date: 06/19/2020

EFT's: 1312-1314
Transfers #: 06192001-06192010
Total all funds: $176,271.04

Warrant #: 207210-207447
Total all funds: $2,512,255.05

Payroll

Check Date: 06/15/2020

Payroll Draw Checks
Warrant #: 242622-242626
Direct Deposit #: 153861-154026
Total all funds: $120,288.39

Payroll Draw Deductions/Transfers
Taxes #: 101200612
Total all funds: $36,575.05

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

Resolutions

2020-409: Lease Agreement w/BWR Holdings for Providing A Safe Voting Elections Season Through the CARES Act
2020-410: Surplus and Disposition of Personal Property
2020-411: First Contract Amendment w/Young's ServiceMaster Cleaning Services for Disinfectant Services at the Jail
2020-412: Contract w/Lourdes Counseling Center for Prosecutorial Division Services
2020-413: Line Item Transfer, Fund No. 0154-101, Dept. 000
2020-414: Contract w/Strata for On-Call Material Sampling and Testing
2020-415: Accepting Work Performed by Iron Horse Vac for 2019 Culvert Cleaning
2020-416: Accepting Work Performed by DeAtley Crushing Company for 2019 Crushing & Stockpiling
2020-417: Contract w/Richland Yacht Club for Jetboat Moorage
2020-418: Expenditure Coding Corrections

2020-419: Appointment of Jamie Rasmussen to the Benton-Franklin Workforce Development Council

2020-420: Line Item Transfer – Insurance Management Fund 0504-101

There being no further business before the Board, the meeting adjourned at approximately 9:58 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	LIT
Presenter:	Josie Delvin
Prepared By:	Josie Delvin
Reviewed By:	

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☐ Pass Resolution
- ☐ Pass Ordinance

Summary / Background Information

Required to move funds to 9802 to cover additional costs for vehicle maintenance

Fiscal Impact

None, funds are available to move from another line item

Amount:

Fund:

Recommendation

Pass resolution allowing LIT.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 106

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:
J. Delvin

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.309	4108	Jury Fees & Mileage	$3,000	512.300	9802	ER&R Vehicle Maintenance Cost	$3,000
TOTAL			$3,000	TOTAL			$3,000

Explanation:

to appropriate budget for vehicle repairs. Line item transfer to transfer funds to cover the additional costs

Prepared by: Josie Delvin

Date: 16-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 CURRENT EXPENSE FUND NUMBER 0000101

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

Dated this 30th day of June , 2020

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

cc: Comnrs-flores; Auditor

Flores

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: non-departmental Dept Nbr: 115

Fund Name: Current Expense Fund Nbr: 0000101

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.230	4103	Professional Services	$10,000	517.200	2120	Excess Compensation	$7,500
				511.600	9802	E R & R Vehicle Maintenance Cost	$2,500
TOTAL			$10,000	TOTAL			$10,000

Explanation:

Transfer needed to pay State of Washington, Department of Retirement Systems invoices for two retired PERS 1 employees. Transfer is also needed to pay for pool vehilce repair charges for work performed by the Public Works Department.

Prepared by: Marilu Flores Date: 6/19/20

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Funds Transfer
Presenter:	W. Leach, Coroner
Prepared By:	W. Leach
Reviewed By:	

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

Summary / Background Information

While all the Coroner's budget groups have positive amounts, three, relating specifically to payroll for the two P.T. Deputy Coroners, are in need of additional funds to ensure the budget expenditures do not exceed the allotted amount for the calendar year.

To maintain positive balances in all accounts, the Coroner is transferring money from accounts with surplus balances to these accounts with balances approaching or exceeding the allotted amount for the calendar year.

Fiscal Impact

Amount: Neutral Impact

Fund: Current Expenses

Recommendation

Allow the transfers

Suggested Motion

Allow the Coroner to transfer funds within his budget as described below:

Current Expenses 0000.101

Coroner 109

From:	account # 00000.563.200.4118 "Autopsies"	$16,000
To:	account # 00000.563.200.1934 "On-Call Pay"	$10,000
To:	account # 00000.563.200.1179 "P.T. Deputy Coroner"	$ 3,000
To:	account # 00000.563.200.1143 "P.T. Deputy Coroner"	$ 3,000

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF THE TRANSFER OF FUNDS RE; TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 109.

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

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Dept., Auditor

By: William Leach

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Coroner

Dept Nbr: 109

Fund Name: Current Expense

Fund Nbr: 0000.101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	4118	Autopsies	$ 16,000
TOTAL			$16,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	1934	On-Call pay	$10,000
563.200	1143	P.T. Deputy Coroner	$3,000
563.200	1179	P.T. Deputy Coroner	$3,000
TOTAL			$16,000

Explanation:Transfers are needed to maintain appropriate levels of funds to meet anticipated year end expenditures

Prepared by: William Leach

Date: 23-Jun-2020

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Jail Prescriber contract with Lourdes Counseling Center
Presenter:	Kyle Sullivan
Prepared By:	Deena Horton
Reviewed By:	Kyle Sullivan

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

Summary / Background Information

Benton and Franklin Counties Department of Human Services would like to re-contract with Lourdes Counseling Center (LCC) to provide the services of an Advanced Registered Nurse Practitioners (ARNP) in the Benton County jail.

LCC will provide twelve (12) hours of services per week. Services include but are not limited to direct inmate services of evaluation and medication management, multidisciplinary team meetings, consultation to jail mental health team, and training to jail staff.

Fiscal Impact

Amount: Not to exceed $57,408.00, including WSST

Fund: 0108-101 Human Services Budget

Recommendation

Sign the Resolution to accept the Personal Services Contract with Lourdes Counseling Center for Jail Prescriber services.

Suggested Motion

Move to approve signing the Personal Services Contract between Benton County Department of Human Services and Lourdes Counseling Center for Jail Prescriber Services.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND OUR LADY OF LOURDES HOSPITAL AT PASCO, DOING BUSINESS AS LOURDES COUNSELING CENTER

WHEREAS, Benton County Department of Human Services would like to re-contract with Our Lady of Lourdes Hospital at Pasco to provide the services of an ARNP (Advanced Registered Nurse Practitioner); and

WHEREAS, the Contractor will provide twelve (12) hours of services per week. Services include, but are not limited to evaluation and medication management for inmates of the Benton County Jail, multidisciplinary team meetings, consultation to jail mental health team, and training to jail staff;

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 RESOLVED, that the Chairman of the Board of Benton County Commissioners, be and hereby are, authorized to sign, on behalf of Benton County, a Professional Services Contract between Benton County Department of Human Services and Our Lady of Lourdes Hospital at Pasco, to provide the services of an ARNP at the Benton County Jail, for a maximum consideration amount not to exceed $57,408.00 including WSST; and

BE IT FURTHER RESOLVED, the term of the attached Professional Services Contract commences on July 1, 2020 and shall expire on June 30, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

D. Horton

BENTON COUNTY
DEPARTMENT OF HUMAN SERVICES
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS PROFESSIONAL SERVICES CONTRACT, 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 **LOURDES HOSPITAL, LLC**, a Delaware limited liability company, 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 June 30, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR shall provide the services of an Advanced Registered Nurse Practitioner (hereinafter "ARNP") to the COUNTY for twelve (12) hours each week during the term of this Contract. Direct services provided by the ARNP shall include but are not limited to: evaluation and medication management for inmates of the Benton County Jail, located at 7122 West Okanogan Place, Kennewick, Washington 99336; multidisciplinary team meetings; consultation to Benton County Jail mental health team; and training to Benton County Jail staff. Jail inmates shall be referred to the ARNP by a Mental Health Professional (hereinafter "MHP") designated by the CONTRACTOR, only if the MHP determines that a referral for ARNP services is appropriate in accordance with Section 3.b. of this Contract.

b. Benton County Jail inmates must be assessed for medical necessity by an MHP designated by the CONTRACTOR prior to receiving services from the ARNP. "Medical necessity" means a requested service is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent the worsening of conditions in the recipient that endanger life, cause suffering or pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting ARNP services.

Furthermore, prior to referring an inmate for ARNP services, the MHP must determine that the inmate has a mental illness covered by Washington State for public mental health services. To that effect, the individual's impairment(s) and corresponding need(s) must be the result of a mental illness and the intervention must be deemed reasonably necessary to improve, stabilize, or prevent deterioration of functioning resulting from the presence of a mental illness.

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

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

e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties. Final approval of the schedule shall be made by the jail administrative staff.

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

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' representatives are as follows:

a. For CONTRACTOR:

Name: Rob Monical, CEO, Lourdes Hospital, LLC
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 Administrator
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

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

a. A rate of One Thousand One Hundred and Four Dollars and Zero Cents ($1,104.00) per twelve (12) hours of services delivered pursuant to this Contract within the Benton County Jail. This rate is in effect for any ARNP who provides services in accordance with Section 3 of this Contract.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Fifty-Seven Thousand Four Hundred and Eight Dollars and Zero Cents ($57,408.00).

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.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been

substantially performed in accordance with this Contract.

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 both parties.

7. HOLD HARMLESS AND INDEMNIFICATION

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

arising in connection with the work performed under this Contract (hereinafter "Damages"). PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to Damages caused by or arising out of the negligence of the COUNTY or its officers, officials, employees, or agents, and in such event, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence.

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

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

8. INSURANCE

a. **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 three million dollars ($3,000,000) 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. CONTRACTOR shall annually provide COUNTY with proof of all such insurance. 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. CONTRACTOR shall annually provide 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 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, employer's liability, commercial liability or commercial umbrella liability insurance.

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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$1,000,000 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 will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 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, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, 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. Commercial Auto Liability Insurance shall include coverage for any owned, non-owned, and hired autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

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 and its elected and appointed officers, officials, employees, and agents.

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.

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

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 as an "Additional Insured" and shall not be reduced or canceled without thirty(30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

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.b.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk

Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336

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 sixty (60) 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 termination specified in the notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving sixty (60) days written notice by certified mail to the COUNTY. 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 termination specified in the notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

d. If either party breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the other party, the non-breaching party may immediately terminate this Contract by so notifying the breaching party, in which case payment shall be made for services performed in accordance with the 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. Notwithstanding the foregoing, CONTRACTOR may freely assign this Contract or delegate all or part of its obligations to any affiliate or successor in interest, without the consent of COUNTY. For the avoidance of doubt, COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or subsequent sale by CONTRACTOR's successor in interest.

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 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. CONTRACTOR shall pay for taxes, fees, licenses, or payments required by federal, state, or local law which are now or may be enacted during the term of this Contract as they relate to the services performed pursuant to this Contract by its employees.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract if such employee or agent is disruptive to COUNTY's business, fails to provide services in accordance with standard industry practice, or is a threat to patient safety, upon receipt of a written request from COUNTY setting forth the details triggering such request from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The COUNTY AND 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 solely to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and 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 there from 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 or at the end of the job 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.

19. CONFIDENTIALITY

The CONTRACTOR and the COUNTY, and each of their relevant employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the other party or

acquired by the other party in performance of this Contract, except upon the prior written consent of the disclosing party or an order entered by a court of competent jurisdiction. The recipient party shall promptly give the disclosing party 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, 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 its terms and conditions. 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 as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* 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 actually in its possession or in CONTRACTOR's possession. This may

include records provided to the COUNTY by CONTRACTOR 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. 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. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

28. ASSIGNABILITY

CONTRACTOR may freely assign this Contract or delegate all or part of CONTRACTOR's obligations to any affiliate or successor in interest of Lourdes Hospital, LLC without the consent of the COUNTY. For the avoidance of doubt, the COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or a subsequent sale by the successor in interest of Lourdes Hospital, LLC, dba Lourdes Counseling Center. This Contract is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns.

29. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that the operations of CONTRACTOR and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (hereinafter "Directives") and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to the CONTRACTOR and its affiliates. The Directives are located at http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-Catholic-Health-Care-Services-fifth-edition-2009.pdf. It is the intent and agreement of the parties that this Contract shall not be construed to require CONTRACTOR or its affiliates to violate said Directives in their operation and all parts of this Contract must be interpreted in a manner that is consistent with said Directives.

30. CORPORATE COMPLIANCE

CONTRACTOR has in place a Corporate Responsibility Program (hereinafter the "Program") which has, as its goal, to ensure that

CONTRACTOR complies with federal, state, and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. COUNTY acknowledges CONTRACTOR's commitment to Corporate Compliance and agrees to conduct all business transactions which occur pursuant to this Contract in accordance with the underlying philosophy of Corporate Compliance adopted by CONTRACTOR.

31. HIPAA COMPLIANCE

Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

32. EXCLUSION FROM STATE AND FEDERAL HEALTHCARE PROGRAMS.

COUNTY and CONTRACTOR each represents and warrants that neither it nor its personnel providing services under this Contract has been or is about to be excluded from participation in any Federal Healthcare Program (as defined below). COUNTY agrees to notify CONTRACTOR within one (1) business day of COUNTY's receipt of a notice of intent to exclude or actual notice of exclusion from any such Federal Healthcare Program of COUNTY. The listing of a party or any subsidiary owned by party on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website), or any other exclusion list maintained by Medicare and/or Medicaid for excluded individuals and entities shall constitute "exclusion" for purposes of this Section. In the event that COUNTY is excluded from any Federal Healthcare Program, this Contract shall immediately terminate. For the purposes of this Section 32, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

- 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.

For Lourdes Hospital, LLC,
dba Lourdes Counseling Center:

6/18/2020

Rob Monical, CEO
Lourdes Hospital, LLC dba
Lourdes Counseling Center

Date

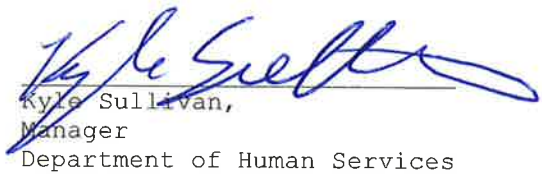
For Benton County:

Chairman

Date

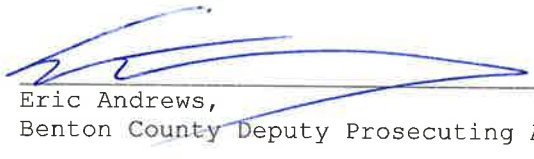
Attest: Clerk of the Board

Approved as to Content:



Kyle Sullivan,
Manager
Department of Human Services

Approved as to Form:



Eric Andrews,
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	#PSC-20/21-DORSETT-PREV-00
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance

Summary / Background Information

Benton County Department of Human Services would like to enter into Professional Service Contract #PSC-20/21-DORSETT-PREV-00 with Jennifer Dorsett in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community and provide presentations of "Hidden in Plain Sight".

The start date is May 27, 2020 due to having the Benton City Coalition Coordinator resign. Jen will be filling in as the Interim Coordinator.

Fiscal Impact

Amount: $42,000.00

Fund: Funding for the services described in this Agreement is provided by Health Care Authority and Liquor Excise Tax dollars. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed Professional Service Contract
- Approve the proposed First Amendment to Professional Service Contract by signing all the copies where indicated

Suggested Motion

To approve signing Agreement #PSC-20/21-DORSETT-PREV-00 with Jennifer Dorsett and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE AGREEMENT #PSC-20/21-DORSETT-PREV-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND JENNIFER DORSETT

WHEREAS, this Professional Service Agreement serves in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community; and

WHEREAS, this Professional Service Agreement shall be effective May 27, 2020 through June 30, 2021; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed Professional Service Agreement #PSC-20/21-DORSETT-PREV-00 between Benton County Department of Human Services and Jennifer Dorsett; 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, Professional Service Agreement #PSC-20/21-DORSETT-PREV-00, for a maximum consideration amount not to exceed forty-two thousand dollars and no cents ($42,000.00); and

BE IT FURTHER RESOLVED, that the agreement shall be effective May 27, 2020 through June 30, 2021.

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

_____
Chairman

_____
Member

_____
Member

Attest: _____
Clerk of the Board
Constituting the Board of County Commissioners
of Benton County, Washington

cc: Benton County Commissioners, Human Services Clark

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-20/21-DORSETT-PREV-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JENNIFER DORSETT**, an individual under the laws of the State of Washington with its principal office at 7609 Pheasant Lane, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Scope of Work; and
b. Exhibit B – Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin on May 27, 2020. The CONTRACTOR shall complete all work by June 30, 2021.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide technical assistance for the Benton City Community Prevention Wellness Initiative (CPWI) Prevention Coalition and Pasco CPWI Coalition. The CONTRACTOR will also provide presentations of Hidden in Plain Sight to families in Benton and Franklin Counties. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Jennifer Dorsett
Address:	7609 Pheasant Lane Pasco, WA 99301
Phone:	509.851.1348
Email:	Jennifer.dorsett.sac@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Place Ste. 201 Kennewick, WA 99301
Phone:	509.737.3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Forty-two thousand dollars ($42,000.00), including W.S.S.T.

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit

invoices to the COUNTY by the 15th of the month following the month the services were provided. 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.

d. 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.

e. 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.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

   If CONTRACTOR, subcontractor, or sub-subcontractor fails to

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

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

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

5. The CONTRACTOR shall include all subcontractors as

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION

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

the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of

this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon

request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 6-4-2020

FOR: JENNIFER DORSETT

Jennifer Dorsett
Signature

Owner
Title:

Jennifer Dorsett
Print Name

Approved as to Content

Kyle Sullivan
DHS Manager

STATEMENT OF WORK

The Contractor will perform at minimum the following services for the Benton City CPWI Coalition and Pasco CPWI Coalition and is allowed up to 15 hours a week per coalition until a new Coordinator is hired. After the new Coordinators are hired, onboarding services will be provided to assist the new Coordinator:

1. Contractor will be "Interim Coordinator" until a new Coordinator is hired.
2. Contractor will ensure deliverables of contract are completed by the due dates given by the County and Health Care Authority (HCA).
3. Contractor will complete required data entries into Minerva as required.
4. Contractor will assist in coordinating the coalition meetings.
5. Contractor will assist County in onboarding of new Coordinator.
    a. Contractor will educate new Coordinator on Minerva
    b. Contractor will educate new Coordinator on the requirements of the coalition
    c. Contractor will educate new Coordinator on best practices for the coalition
6. Contractor will be available for technical assistance questions from the new Coordinator after on boarding is complete.

The Contractor will provide presentations of Hidden in Plain Sight in Benton and Franklin Counties.

1. Contractor will track the number of attendees for the presentations.
2. The Contractor will provide approximately sixteen presentations for the contract period.
3. Presentations can be in person or via video platform like Zoom.

PSC-20/21-DORSETT-PREV-00

Exhibit B Budget

Line Item	Amount
Benton City Coalition Technical Assistance	$ 15,000.00
Pasco Coalition Technical Assistance	$ 15,000.00
Hidden In Plain Sight	$ 12,000.00
Total	$ 42,000.00

Technical Assistance will be reimbursed by HCA. If any amount is not reimbursed it will be spent out of the liquor excise tax fund.
Hidden In Plain Sight will be reimbursed by the liquor excise tax fund.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	First Amendment to PSA-2019/20-SHARPE-00
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance

Summary / Background Information

Benton County Department of Human Services would like to amend the Professional Service Agreement #PSA-2019/20-SHARPE-00 which serves in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed First Amendment to Professional Service Agreement
- Approve the proposed First Amendment to Professional Service Agreement by signing all the copies where indicated

Suggested Motion

To approve signing Agreement #PSA-2019/20-SHARPE-00 with Kristi Sharpe and to authorize the Chair to sign on behalf of the Board.

Kyle Sullivan, Manager
Benton County
Department of Human Services

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF FIRST AMENDMENT OF PROFESSIONAL SERVICE AGREEMENT #PSA-2019/20-SHARPE-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND KRISTI SHARPE

WHEREAS, this First Amendment to Professional Service Agreement #PSA-2019/20-SHARPE-00 serves in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community; and

WHEREAS, this First Amendment to Professional Service Agreement shall be effective July 1, 2020 through September 30, 2020; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed First Amendment to Professional Service Agreement #PSA-2019/20-SHARPE-00 between Benton County Department of Human Services and Kristi Sharpe; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, First Amendment to Professional Service Agreement #PSA-2019/20-SHARPE-00; and

BE IT FURTHER RESOLVED, that the agreement shall be effective July 1, 2020 through September 30, 2020.

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

_____
Chairman

_____
Member

_____
Member

Attest: _____
Clerk of the Board
Constituting the Board of County Commissioners
of Benton County, Washington

cc: Benton County Commissioners, Human Services Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #PSA-2019/20-SHARPE-00

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **KRISTI SHARPE**, an individual under the laws of the State of Washington, with its principal offices at 2420 Linda Lane, Clarkston, WA 99403, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 833, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community; and

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

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

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

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "County" and Kristi Sharpe, an individual under the laws of the State of Washington, with its principal offices at 4018 S. Kellogg, Kennewick, WA 99338 (hereinafter "Contractor").

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

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

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

FOR BENTON COUNTY:

_____
Chairman Date

_____
Member Date

_____
Member Date

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

FOR THE CONTRACTOR:
Kristi Sharpe, Coordinator

Kristi Sharpe 6/9/2020
Signature Date

Kristi Sharpe
Name

Community Coordinator
Title

ATTEST:

_____
Clerk of the Board

APPROVED AS TO CONTENT:

_____
Human Services Manager

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06/30/2020
Subject:	Benton County & Franklin County Spilt of Human Services
Presenter:	Kyle Sullivan
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

Summary / Background Information

The Memorandum of Understanding between Benton & Franklin Counites; line item was needed to pay back Franklin County. This was an estimated amount; now we have the actual amount, so transfer is needed to true up the line item budget.

Fiscal Impact

Amount: There is no impact on the current Expense budget. All revenues and expenditures are from the Fund 0108.101 Human Services.

Recommendation

- Approve the Resolution

Motion

Approve the line item transfer in the amount of $38,637.00 from Human Services 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 FUND NUMBER 0108.101, DEPARTMENT NUMBER 568 .

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, Human Resources

T McKeirnan

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Develop Disablities

Dept Nbr: 568

Fund Name: Human Services

Fund Nbr: 0108.101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
568.670	4155	Contract Services	$38,637
TOTAL			$38,637

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
585.100	0081	Other Adjustments	$38,637
TOTAL			$38,637

Explanation: The Memorandum of Understanding (19-899) between Benton & Franklin Counties; line item transfer was needed to pay back Franklin County. This was an estimated amount; now we have the actual amount so transfer is needed to true up the budget.

Prepared by: Tammy McKeirnan

Date: 15-Jun-2020

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Approving the purchase of Electronic Data Processing Equipment, Telecommunication Equipment and Professional Services from CompuNet, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

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

Summary / Background Information

On September 17, 2019, the Board approved Resolution 2019-683 authorizing electronic data processing and telecommunication equipment purchase for county network improvements to increase internet bandwidth and improve County voice system services. Information Technology has recently completed this task and wants to move to phase two, replacing all the County switches. Within the County's 2019-2024 Capital Improvement Plan, the Board of Benton County Commissioners approved a Network Switch – Router Replacement project that replaces all the County's aging and unsupported switch hardware purchased in June 2013, per Resolution 2013-430 Project# CERQ48672. Keeping the County's switch infrastructure current is paramount in keeping the County's network secure.

All funds used to purchase switches and professional services will be taken out the Capital Improvement Fund. Switches and professional services will be purchased from CompNet, Inc. CompuNet is a State approved vendor, WA, NASPO AR233(14-19) 01114.

Fiscal Impact

Amount: **$483,460 including WSST.**

Fund: **Capital Fund**

Recommendation

Information Technology recommends that the Board approves the purchase for electronic data processing equipment, telecommunication equipment and professional services from CompuNet, Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ELECTRONIC DATA PROCESSING EQUIPMENT, TELECOMMUNICATION EQUIPMENT AND PROFESSIONAL SERVICES FROM COMPUNET, INC.

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

WHEREAS, with the Board's authorization, Information Technology completed the first phase of purchasing switches and routers to improve County internet and voice services; and

WHEREAS, phase two includes replacing all the aging and unsupported switch hardware purchased in June 2013, per Resolution 2013-430 Project# CERQ48672; and

WHEREAS, within the County's 2019-2024 Capital Improvement Plan, the Board approved a Network Switch – Router Replacement project to pay for equipment and professional services needed to replace the switches; and

WHEREAS, equipment and professional services will be purchased from a State approved Cisco certified vender NASPO Contract AR233(14-19) 01114, Compunet, Inc.; NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of electronic data processing equipment, telecommunication equipment and professional services from Compunet, Inc. in an amount not to exceed $483,460 including Washington State Sales Tax.

Dated this _____ day of _____ , _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor,

Prepared by: R. Heard

CompuNet, Inc.

Access Layer Refresh - Meraki

Contract Information:
WA, NASPO, AR233(14-19) 01114

Remit to:
CompuNet, Inc.
PO Box 35143
Seattle WA 98124-5143

Bill To:
Benton County
620 Market Street
Prosser, WA 99350

Ship To:
Benton County
620 Market Street
Prosser, WA 99350

Quote Information:
Quote #: MF142320
Version: 3
Delivery Date: 06/05/2020
Expiration Date: 06/30/2020

Prepared by:
Mark Friedman
509-795-8276
mfriedman@compunet.biz

Prepared for:
Robert Heard
(509) 737-3529
Robert.Heard@co.benton.wa.us

Meraki MS425

Description		List Price	Price	Qty	Ext. Price
MS425-16-HW	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch	$14,000.00	$7,000.00	3	$21,000.00
LIC-MS425-16-7YR	Meraki MS425-16 Enterprise License and Support, 7YR	$3,295.00	$1,235.00	3	$3,705.00
				Subtotal:	$24,705.00

Meraki MS350

Description		List Price	Price	Qty	Ext. Price
MS350-48FP-HW	Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch	$11,635.00	$5,817.50	35	$203,612.50
LIC-MS350-48FP-7YR	Meraki MS350-48FP Enterprise License and Support, 7YR	$2,740.00	$1,027.50	35	$35,962.50
MA-PWR-1025WAC	Meraki 1025WAC PSU	$1,812.50	$725.00	32	$23,200.00
MS350-24P-HW	Meraki MS350-24P L3 Stck Cld-Mngd 24x GigE 370W PoE Switch	$6,455.00	$3,227.50	18	$58,095.00
LIC-MS350-24P-7YR	Meraki MS350-24P Enterprise License and Support, 7YR	$1,520.00	$570.00	18	$10,260.00
MA-PWR-640WAC	Meraki 640WAC PSU	$1,187.50	$475.00	14	$6,650.00
				Subtotal:	$337,780.00

Meraki MS120

Description		List Price	Price	Qty	Ext. Price
MS120-8FP-HW	Meraki MS120-8FP 1G L2 Cloud Managed 8x GigE 124W PoE Switch	$1,322.50	$575.00	4	$2,300.00
LIC-MS120-8FP-7YR	Meraki MS120-8FP Enterprise License and Support, 7 Year	$275.00	$97.50	4	$390.00
				Subtotal:	$2,690.00

Pro Services

Description		Price	Qty	Ext. Price
CNet Pro Services-Network	CompuNet Professional Services-Network Services	$80,000.00	1	$80,000.00
			Subtotal:	$80,000.00

Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Ground Shipping To Be Determined, Billed As Actual	$0.00	$0.00	1	$0.00

Quote Summary

Description	Amount
Meraki MS425	$24,705.00
Meraki MS350	$337,780.00
Meraki MS120	$2,690.00
Pro Services	$80,000.00
Subtotal:	$445,175.00
Estimated Tax:	$38,285.05
Total:	$483,460.05

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Benton County

Signature: _____

Printed Name: _____

Date: _____

PO Number: _____

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Cisco Systems, Inc.
(hereinafter "Contractor" or "Cisco")

Master Agreement No: AR233

And

State of Washington
(hereinafter "Participating State/Entity")

Washington Contract No: 01114

WSCA-NASPO DATA COMMUNICATONS
WASHINGTON PARTICIPATING ADDENDUM
WSCA Master Agreement No: AR233
Washington Contract No: 01114

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WSCA-NASPO DATA COMMUNICATONS
WASHINGTON PARTICIPATING ADDENDUM
WSCA Master Agreement No: AR233
Washington Contract No: 01114

1. **SCOPE**

Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR233 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by state agencies and other entities located in the Participating state of Washington authorized by that state's statutes to utilize state of Washington contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

2. **PRODUCTS AND SERVICES**

Cisco has been awarded in the following categories:

5.2.1 Data Center Applications
5.2.2 Networking Software
5.2.3 Networking Optimization & Acceleration
5.2.4 Optical Networking
5.2.5 Routers
5.2.6 Security
5.2.7 Storage Networking
5.2.8 Switches
5.2.9 Wireless
5.3.0 Unified Communications

3. **PRIMARY CONTACTS**

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Angelene Feril
Address:	170 West Tasman Drive, San Jose, CA 95134
Telephone:	(408) 424-0712
Fax:	(408) 608-1729
E-mail:	aferil@cisco.com

Washington State

Name:	Neva Peckham
Address:	1500 Jefferson Street SE/ PO Box 41411
Telephone:	(360) 407-9411
Fax:	(360) 586-2426
E-mail:	neva.peckham@des.wa.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

4. PARTICIPATION

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state of Washington contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

5. ACQUISITION AUTHORITY

The Washington State Department of Enterprise Services (DES), enters into this Participating Addendum acting under the authority of the Revised Code of Washington (RCW) 39.26 which regulates the manner in which state agencies may acquire services.

6. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

6.1 Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman-owned firms and strongly encourages such firms to become certified by OMWBE. Participation may be either on a direct basis or as a subcontractor to a contractor.

6.2 Liens, claims and encumbrances

Subject to the terms of Section 30 of the Master Agreement, hardware for which DES or the Purchaser has paid in full, shall be free of all mechanic's and materialmen's liens, claims, or encumbrances of any kind, and if DES or the Purchaser requests, written documentation of same shall be delivered to the respective requestor.

6.3 Contract administration

6.3.1 State contract administrator

DES will appoint a single point of contact that will be the Contract Administrator for this Participating Addendum and will provide contract oversight. The Contract Administrator will be the principal contact for the Contractor for business activities under this Participating Addendum. DES will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Participating Addendum.

6.3.2 Administration of term contract

DES may maintain Participating Addendum information and pricing and make it available on DES's web site. The Participating Addendum prices are the maximum price Contractor can charge. The Contractor may also offer volume discounts to Purchasers.

6.4 Contractor supervision and coordination

Contractor shall:

a. Supervise and coordinate the implementation and completion of all Participating Addendum requirements specified herein.

b. Identify the Contractor's Authorized Representative, who will be the principal point of contact for DES concerning Contractor's performance under this Participating Addendum.

c. Promptly notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this contract.

Violation of any provision of this section may be considered a material breach establishing grounds for Participating Addendum termination.

6.5 Statewide Payee Desk

Contractors must register with the Statewide Payee Desk, maintained by DES, in order to be paid for sales under this Participating Addendum. Washington state agencies cannot make payments to Contractor until Contractor is registered. Registration materials are available here: Receiving Payment from the State at http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.

6.6 Management fee

Contractor will pay a management fee of 0.74 percent to DES on the Net Purchase Price (as later defined) of all state contract sales. The management fee must be rolled into the Contractor's current pricing, and not shown as a separate line item on an invoice. Payment will be calculated for all sales, net of returns and credits. "Net Purchase Price" = Contractor's product list price, minus all applicable contract discounts, rebates or value added incentives and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an order.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate Participating Addendum pricing with the Contractor when adjustment of the management fee might justify an increase in pricing. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases at the later of 1) 30 calendar days after notification (unless DES grants additional time) or 2) an Amendment to this Participating Addendum signed by both parties.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law. Such audit 1) will be with at least ten (10) business days advance written notice, 2) will be during normal business hours, 3) shall not unduly interrupt or interfere with Contractor's normal business operations, and 4) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

The management fee does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance (WSCA), National Association of State Procurement Officials (NASPO) or governmental entities other than the state of Washington.

Management fee payment must reference the Participating Addendum number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the Contractor's name as it is known to DES, if not already included on the face of the check. All payments are sent to:

Washington State Department of Enterprise services
Finance Department
1500 Jefferson St. S.E.
PO Box 41460
Olympia, WA 98504-1460

6.7 Contract sales report

The management fee will be based on total contract usage (Net Purchase Price of sales) under this Participating Addendum, which must be reported quarterly by the Contractor in the Contract Sales Reporting System at http://gaapoly01/CUS/Login.aspx?ReturnUrl=%2fCUS%2fDefault.aspx DES will provide a login password and a vendor number.

For each report, Contractor must identify every Purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for termination of this Participating Addendum. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for termination of this Participating Addendum.

6.8 Other required term contract reports

DES may require the Contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless this Participating Addendum specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

6.9 Common vendor-registration and bid-notification system

Contractor shall be registered in Washington's Electronic Business Solution (WEBS) at https://fortress.wa.gov/ga/webscust/, the state's common vendor-registration and bid-notification system. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register and maintain an accurate vendor profile.

6.10 Contractor qualifications and requirements

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within 20 calendar days from the date of request, and to terminate this Participating Addendum as a material breach for noncompliance with any requirement of this Section 5.10. Contractor shall maintain compliance with these requirements throughout the life of this Participating Addendum.

6.10.1 Qualified and established business

Prior to performance, or prior to that time if required by DES, law or regulation, Contractor must be an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in this Participating Addendum.

6.10.2 Contractor authority and infringement

Under this Participating Addendum, Contractor is authorized to sell only those Products and Services as stated in Section 2 herein. Contractor shall not intentionally misrepresent to Purchasers that it has the authority to sell any other materials, supplies, services and/or equipment under this Participating Addendum. Further, Contractor may not intentionally violate other established state of Washington contracts.

6.11 Payment

6.11.1 Advance payment prohibited

No advance payment shall be made for the Products and Services furnished by Contractor under this contract, with the exception of maintenance and subscription-based services. If mutually agreed with Purchaser, Contractor may invoice the Purchaser in advance for up to, but not more than a one-year period for maintenance services unless Purchaser is not prohibited from doing so statute, administrative regulation, policy or otherwise.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.11.2 Payment

Payment is the sole responsibility of, and will be made by, the Purchaser.

Under Chapter 39.76 RCW , if Purchaser fails to make timely payment(s), Contractor may invoice for 1 percent per month on the amount overdue or a minimum of $1. Payment will not be considered late if payment is deposited electronically in Contractor's bank account or a check or warrant is mailed within the payment term specified in the Master Agreement.

Payment for Products received and for Services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Any bank or transaction fees or similar costs associated with the use of purchasing/credit cards shall be fully assumed by the Contractor.

Note: when the state has been overcharged or otherwise reimbursed, the Purchaser may elect to have either direct payments or written credit memos issued. If the Contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue sixty (60) days after notice to the Contractor.

6.11.3 Invoicing and discounts

Contractor must provide an invoice to Purchaser, as specified in this Section. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in this Participating Addendum.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice (as specified in this Section) denominated in U.S. dollars and until all invoiced items are received .If Purchaser does not receive a properly completed invoice or received an invoice that contains items not received, Purchaser shall immediately notify Contractor in writing. If an adjustment in payment is necessary due to damage or dispute,

any prompt payment discount period shall commence on the date final approval for payment is authorized.

6.12 Taxes, fees and licenses

6.12.1 Taxes

Where required by statute or regulation, the contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the contractor shall be made for federal excise taxes and the purchaser agrees to furnish contractor with an exemption certificate where appropriate.

6.12.2 Collection of retail sales and use taxes

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

6.12.3 Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

6.12.4 Fees/Licenses

After award of contract, and prior to commencing performance under the contract, the contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

6.12.5 Customs/Brokerage Fees

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the contract are expedited through customs. Failure to do so may subject contractor to liquidated damages as identified herein and/or to other remedies available by law

or contract. Neither DES nor the purchaser will incur additional costs related to contractor's payment of such fees.

6.12.6 Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

6.12.7 Overpayments to contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment (as verified by Contractor) under this Participating Addendum within 60 days' of receipt of written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor 1 percent per month on the amount due, until paid in full.

6.13 Ownership of Pre-Existing Intellectual Property

Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of this Agreement ("Pre-Existing Technology").

The Contractor will make the state of Washington's Pre-Existing Technology available only to contractors or employees who have a legitimate business need to have access to such information and are under obligations of confidentiality.

6.14 Additional Roles

Upon request, the Contractor shall provide to the state of Washington a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches and expert testimonies. The Contractor shall disclose its process for responding to subpoenas, service of process and other legal requests within a mutually agreed upon timeframe.

6.15 Lease Agreement

NOTE: Contractor's Master Agreement allows for leasing under Section 22. The terms and conditions of the capital lease financing arrangement will be separately negotiated and set forth in an agreement between the purchaser and either Cisco Capital or its designated and/or approved financing partner. Washington State agencies must follow the rules and guidelines for capital leases Washington State Treasurer's Office.

7. INDEMNIFICATION

Contractor will have the obligation to defend any claim, suit or proceeding brought against DES or Purchaser, so far as it is based on a claim that any Products infringe a copyright or issued patent or for a reasonable royalty on a published patent application enforceable in the United States (in all cases, such copyright or patent existing or issued no later than five years following the termination or expiration of this Contract or a patent application published as of the date of termination or expiration of this contract) or misappropriates a trade secret. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court of competent jurisdiction or reasonably incurred by DES or Purchaser. Contractor's obligations specified in this paragraph will be conditioned on:

a. DES or Purchaser notifying Contractor promptly in writing of the claim or threat thereof, but DES' or Purchaser's failure to provide timely notice shall only relieve Contractor from its defense obligations if

and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor;

b. DES or Purchaser agreeing to use its best efforts to encourage the Office of the Attorney General of Washington to give Contractor full and exclusive authority for the defense and settlement thereof and any subsequent appeal. In the event that DES or Purchaser has used its best efforts as aforesaid and the Office of the Attorney General of Washington participates in the defense and settlement of the claim and any subsequent appeal, DES or Purchaser agrees: (i) that any participation shall be at the cost and expense of DES or Purchaser; and (ii) that the Office of the Attorney General of Washington shall not prevent Contractor from settling the claim provided that any such settlement or compromise includes a release of the state of Washington and Purchaser from all liability arising out of the claim; and

c. DES or Purchaser providing information for and assistance with the defense and settlement thereof and any subsequent appeal.

If such claim has occurred, or in Contractor's opinion is likely to occur, DES and Purchaser agree to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the Products; (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Contractor's obligations (and Purchaser's rights) under this Contract with regard to such Products, and, if Purchaser returns such Products to Contractor, refund to Purchaser the price originally paid by Purchaser to Contractor for such Products, less reasonable amortization for use.
Notwithstanding the foregoing, Contractor has no liability for any claim of infringement based upon: (a) the combination, operation, or use of any Products with equipment, devices, or software not supplied by Contractor, (b) alteration or modification of any Products; or (c) Contractor's compliance with Purchaser's designs, specifications, or instructions; unless the claim arose against Contractor's Product independently of any of these specified actions.
Contractor also shall have no liability for any claim based upon the amount or duration of use that Purchaser makes of the Product or revenue from services provided by Purchaser to external or internal customers that utilize the Products, except that this does not limit Contractor's obligations under subsection 7.1 for claims alleging infringement of the Products and Reports themselves.

Notwithstanding any other provisions hereof, Contractor shall not be liable for any claim based on Purchaser's use of the Products after Contractor has informed Purchaser of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Contractor's suggestions.
The foregoing states the entire obligation of Contractor and its suppliers and the exclusive remedy of Purchaser with respect to infringement or misappropriation of intellectual property rights. The foregoing is given to DES and Purchaser solely for their benefit and in lieu of, and Contractor DESclaims, all warranties of non-infringement with respect to the Products.

8. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF**
Notwithstanding any of the terms in Section 5 of the Master Agreement, the following terms apply as required by State of Washington Statute RCW 42.56. The terms set forth below replace the terms set forth in such Section 5 when inconsistent. When not inconsistent, these terms shall supplement such Section 5. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this PA or its performance may consist of Confidential Information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Contractor agrees to hold Confidential Information in strictest confidence

and not to make use of Confidential Information for any purpose other than the performance of this PA, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this PA, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors reasonably necessary to further the purpose of this PA. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this PA, Contractor shall, at Purchaser's or DIS' option: (i) certify to Purchaser or DIS that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser or DIS requires of Contractor to protect Purchaser's Confidential Information.

Violation of this section by Contractor or its Subcontractors may result in termination of this PA and demand for return of all Confidential Information, monetary damages, or penalties.

The obligations imposed by this PA shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by Contractor; or (b) is or becomes publicly available through no fault of Contractor; or (c) is obtained by Contractor from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the Purchaser; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

9. RECORDS RETENTION

The Contractor will maintain, or require the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Participating Addendum. These records will be retained by the Contractor for at least six years after the Participating Addendum terminates or until all audits initiated within the six years have been completed, whichever is later. The Contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access, so authorized by law, rule, regulation or contract, when applicable, to all the records of this Participating Addendum and any order placed under this Participating Addendum, for audit and inspection, and monitoring of services. Such access will be 1) with at least ten (10) business days advance written notice, during normal business hours, 2) shall not unduly interrupt or interfere with Contractor's normal business operations, and 3) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of the Contractor in a form reasonably satisfactory to Contractor. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

10. TERMINATION

This Participating Addendum may be terminated in accordance with the same terms as set forth in the WSCA Master Agreement.

11. SUBCONTRACTORS

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the state of Washington, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the state of Washington, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfilment Partners to provide sales and services support . Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

12. ORDERS

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to state of Washington, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the state of Washington.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

13. TERM

The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

14. NOTICES

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 5 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the

absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Cisco.com or by e-mail or fax.

15. ENTIRE AGREEMENT

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of Washington Department of Enterprise Services	Contractor: Cisco Systems, Inc.
By:	By:
Name: Neva Peckham	Name: Brian Dulac
Title: Contracts Specialist	Title: Controller, Finance
Date: 5/15/2014	Date: May 13, 2014
	APPROVED BY LEGAL
Name: Dale Colbert	
Title: Unit Manager	
Date:	
Name: Christine Warnock	
Title: State Purchasing Agent	
Date: 6/14/14	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Approving the purchase of one Dell Latitude laptop, five Dell docking stations and two Dell monitors for the Elections Department from Dell Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

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

Summary / Background Information

With the upcoming Primary and General Election duties approaching and Governor Inslee's "Stay Home, Stay Healthy" order due to COVID-19, the Elections Department has requested one laptop, five docking stations and two monitors. Section 2.6 of the Central Services Computer Replacement policy requires all new computer equipment over $500 receive approval by the Board before purchasing.

Fiscal Impact

Amount: **$5000 excluding WSST.**

Fund: **Election Department approved grant funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Latitude laptop, five Dell docking stations and two Dell monitors for the Elections Department from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE DELL LATITUDE LAPTOP, FIVE DELL DOCKING STATIONS AND TWO DELL MONITORS FOR THE ELECTIONS DEPARTMENT FROM DELL INC.

WHEREAS, with the upcoming Primary and General Election duties of Benton County approaching and Governor Inslee's "Stay Home, Stay Healthy" order due to the COVID-19 pandemic, the Elections Department has requested one laptop, five docking stations and two monitors to be used for the Elections Supervisor and elections; and

WHEREAS, Section 2.6 of the Computer Replacement Policy requires all new computer equipment over $500 receive approval by the Board of Benton County Commissioners before purchasing; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of one Dell Latitude laptop, five Dell thunderbolt docks and twelve Dell monitors from Dell Inc. in an amount not to exceed $5,000 excluding Washington State Sales Tax to be paid for using Elections Department funds; and

BE IT FURTHER RESOLVED, purchased items from Dell will be enrolled into Central Services Replacement Fund (0132-101).

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

Orig: Information Technology
cc: Auditor,

Prepared by: R. Heard

eQuote

Savings	$268.20
Subtotal (5)	**$1,466.75**
Estimated Shipping	$0.00
Total	**$1,466.75**

Details

5 docks for EL laptops
Quote number # 3000062804036

Created June 9, 2020
Expires July 9, 2020
Created by
robert.heard@co.benton.wa.us

Customer details

Billing

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

Tax exemption
I am not tax exempt

Shipping

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

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

5 docks for EL laptops

Notes

5 docks for EL laptops

Items	Quantity	Unit Price	Item total
Dell Thunderbolt Dock- WD19TB 130w PD Discounted unit price: $293.35 **Estimated Ship Date** Monday, June 22, 2020	5	$346.99	$1,734.95

Premier discount -$268.20

Catalog Number: 84 / wd19tbsap

Category	Description	Code	SKU	ID
Base	Dell Thunderbolt Dock- WD19TB	GXB6NLM	[210-ARIK]	1
Hardware Support Services	3 Years Advanced Exchange Service	GBCO196	[824-3984] [824-3993]	29

Item total: $1,466.75

Savings: $268.20

Subtotal (5): $1,466.75

Savings	$268.20
Subtotal (5)	**$1,466.75**
Estimated Shipping	$0.00
Total	**$1,466.75**

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

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

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

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

Inc.

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

[1]Subject to applicable law and regulations.

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

Cookie Consent

DELL eQuote

Savings	$1,178.79
Subtotal (4)	**$2,946.83**
Estimated Shipping	$0.00
Total	**$2,946.83**

Details

Standard 15 inch laptop dual monitors, dock
Quote number # 3000062627377

Created June 5, 2020
Expires July 5, 2020
Created by
robert.heard@co.benton.wa.us
Authorized buyer Robert Heard

Customer details

Billing

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

Tax exemption
I am not tax exempt

Shipping

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

Delivery method
FREE Standard Delivery

Trade compliance
No, I will not be exporting

Payment method

Description

Standard 15 inch laptop dual monitors, dock

Notes

Standard 15 inch laptop dual monitors, dock

Items	Quantity	Unit Price	Item total
Bundle: Latitude 5501 - Build your own	1	$3,319.65	$3,319.65

Latitude 5501 - Build your own

Discounted unit price: $2,257.36

Estimated Ship Date

June 30, 2020 - July 2, 2020

Premier discount -$1,062.29

Catalog Number: 84 / xctol550115usr

Category	Description	Code	SKU	ID
Dell Latitude 5501	Dell Latitude 5501 XCTO	G23TO97	[210-ASDC]	1
Processor	9th Generation Intel® Core i7-9850H Processor (6 Core, 12MB Cache, 2.6 GHz, 4.6GHz Turbo, 35W vPro)	GWZL02A	[379-BDOW]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYEO2AP	[340-CKSZ]	291
Office Productivity Software	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Graphics	Intel® UHD Graphics 630 with Thunderbolt™ 3 for Intel 9th Gen Core i7-9850H	GYLAR5J	[338-BRSF]	149
Systems Management	Intel vPro Technology Enabled	G7PRZ1H	[631-ACCC]	49
Memory	16GB, 1x16GB, DDR4 Non-ECC	GMH7SGT	[370-AECT]	3
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	GMFYOE2	[400-BENB]	8
Additional Hard Drive	No Additional Hard Drive	NOAHD	[340-ADBJ]	637
LCD	15.6" FHD (1920 x 1080) Anti-Glare Non-touch, IR Camera & Microphone, WLAN/WWAN Capable	GVB82D5	[391-BELW]	760

Category	Description	Code	SKU	ID
PalmRest	DP Palmrest, Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt™ 3	G5LZJ67	[346-BFHL]	55
Keyboard	Dual Pointing US English Keyboard Backlit with 10 Key Numeric Keypad	GY5DTQV	[583-BFBO]	4
Wireless Driver	Intel AX200 2x2 + Bluetooth 5.1 Driver	GV17A52	[555-BEWG]	7
Wireless	Intel® Wi-Fi 6 AX200 2x2 .11ax 160MHz + Bluetooth 5.0	GSN9EK4	[555-BEWQ]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	6 Cell 97Whr ExpressCharge™ Capable Battery	GSDKH9B	[451-BCJI]	112
Power Supply	130W E5 Type C Power Adapter	GFCD3YE	[492-BCOZ]	1015
Security Software	No Security Software	NOSS	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E5 US Power Cord	GPGC259	[450-AAEJ]	20
Placemat	Latitude 5501 Quick Start Guide	GVEK02G	[340-CMGX]	60
Order Information	US No Canada Ship Charge	G3IA0L8	[332-1286]	111
Carrying Cases	No Carrying Case	G3WKGOY	[460-BBEX]	118
Docking Stations	No Docking Station	GJTIBU6	[452-BBSE]	271
Documentation	Safety, Environmental, and Regulatory Information (English/French/Multi-language)	G7RB0GY	[340-AGIK]	21

Category	Description	Code	SKU	ID
Configuration Type	Custom Configuration	NOFGA	[817-BBBB]	572
Label	Regulatory label, FCC	GL7DVE2	[389-DPGZ]	676
Dell Application Software	Windows System Software	GEWJIK6	[525-BBCL] [640-BBLW] [658-BBMR] [658-BBRB] [658-BDVK] [658-BEGU] [658-BEOK]	1003
Shipping Material	System Shipment, Latitude 5501	GP7AYZM	[340-CMGW]	465
Processor Label	Intel® Core™ i7 Label for Vpro	GR5FXK6	[389-DQKQ]	749
TAA	No TAA	GUSA19Y	[340-ACQQ]	97
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Resource Media	No Resource Media	G5KFAU6	[430-XXYG]	50
ENERGY STAR	ENERGY STAR Qualified	GFORS60	[387-BBNO]	122
Transportation	Standard Shipment (S)	G7DC6AK	[800-BBQN]	200080
EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Hard Drive Cables and Brackets	No HD/SSD Filler	GY5PANO	[750-ABLD]	705
Chassis Options	Latitude 5501 Bottom Door	GBU3FP0	[321-BEMC]	116
Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	[429-AATO]	105
Battery Cable	Cable for 6 Cell Battery	GX9P5EN	[470-ADQK]	1622

Category	Description	Code	SKU	ID
Hardware Support Services	4 Years Hardware Warranty with Onsite/In-Home Service after Remote Diagnosis	NBD4	[975-3461] [997-8317] [997-8328] [997-8334]	29

Grouped with your Latitude 5501 - Build your own

Dell 22 Monitor - P2219H

2

$219.99

$439.98

Discounted unit price: $189.19

Estimated Ship Date

Monday, June 22, 2020

Premier discount -$61.60

Catalog Number: 84 / p2219hcc

Category	Description	Code	SKU	ID
Dell 22 Monitor - P2219H	Dell 22 Monitor - P2219H	GGQSDJ8	[210-AQBK]	1
Hardware Support Services	3 Years Advanced Exchange Service	G0N1BI5	[814-9381] [814-9382]	29

Dell Thunderbolt Dock- WD19TB 130w PD

1

$365.99

$365.99

Discounted unit price: $311.09

Estimated Ship Date

Monday, June 22, 2020

Premier discount -$54.90

Catalog Number: 84 / wd19tbcc

Category	Description	Code	SKU	ID

Category	Description	Code	SKU	ID
Base	Dell Thunderbolt Dock- WD19TB	GXB6NLM	[210-ARIK]	1
Hardware Support Services	4 Years Advanced Exchange Service	GDLKO7Z	[824-3985] [824-3993]	29

Bundle Total: $2,946.83

Savings: $1,178.79

Subtotal (4): $2,946.83

Savings	$1,178.79
Subtotal (4)	**$2,946.83**
Estimated Shipping	$0.00
Total	**$2,946.83**

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

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

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

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acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

[1]Subject to applicable law and regulations.

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Cookie Consent

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

Prepared by: S. Berry

cc: Dept., Auditor

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Contract-Fee for Service Dept Nbr: 173

Fund Name: Juvenile Center Fund Nbr: 0115101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.400	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: Shela Berry Date: 11-Jun-2020

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Final Plat of Ridgeview
Presenter:	Greg Wendt, Planning Manager
Prepared By:	Donna Hutchinson
Reviewed By:	Greg Wendt

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

Summary/Background Information

On August 27, 2019, the Benton County Board of County Commissioners approved the preliminary plat of Ridge View - SUB 2020-004, a subdivision of approximately 13.70 acres into 12 residential lots with an average lot size of 43,923 square feet. The proposed preliminary plat is generally located south of I-82, east of south Grandview Ln., east of S. Mountain Ridge Ct., west of S. Clearview Loop and south of Summit View Dr. (Parcel # 109883000003002).

The preliminary plat was approved subject to eight (8) Findings of Fact and seven (7) Conditions of Approval. Those seven (7) conditions have been completed for the Final Plat of Ridge View and the final plat is being submitted to the Board for their approval and signature.

It has been determined that the following standards have been met:

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

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

Fiscal Impact

Maintenance of new county roads.

Amount: **Unknown**

Fund: **Unknown**

Recommendation

It is the recommendation of the Benton County Planning Department that the Final Plat of Ridge View - SUB 2020-004 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat.

Suggested Motion

The Board of County Commissioners approves the Final Plat of Ridge View - SUB 2020-004 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF RIDGE VIEW - SUB 2020-004 BY TRI CITY DEVELOPMENT CORPORATION/GEOFF CLARK - PARCEL NUMBER 109883000003002.

WHEREAS, on August 27, 2019, the Board of County Commissioners approved the preliminary plat of Ridge View - SUB 2020-004; and,

WHEREAS, on Tuesday, June 30, 2020 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick at a public meeting, the Board of County Commissioners considered the final plat of Ridge View - SUB 2020-004; and,

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

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

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Ridge View - SUB 2020-004 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Ridge View- SUB 2020-004, NOW THEREFORE,

BE IT RESOLVED that the final plat of Ridge View - SUB 2020-004 is hereby approved and the Chairman so indicate by signing the plat.

Dated this 30th day of June 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh

Pln-1/Pub Wrks

FINAL PLAT OF
RIDGEVIEW

LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF LAND IN SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THAT AREA OF LAND LABELED AS "RESERVED FOR UNSPECIFIED FUTURE DEVELOPMENT" (REFERED TO HEREINAFTER AS 'RESERVED AREA') OF THE FINAL PLAT OF SUMMIT VIEW PHASES 9 AND 10, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 538, RECORDS OF BENTON COUNTY; THENCE NORTH 66°53'03" EAST ALONG THE NORTH LINE OF SAID RESERVED AREA 81.84 FEET; THENCE NORTH 88°05'41" EAST 153.53 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 330.00 FEET (THE LONG CHORD OF SAID CURVE BEARS S6°59'39" EAST 58.54 FEET); THENCE SOUTHERLY 58.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°10'40"; THENCE NORTH 77°55'01" EAST 60.00 FEET; THENCE NORTH 86°42'59" EAST 195.14 FEET; THENCE SOUTH 11°16'32" EAST ALONG THE EAST LINE OF SAID RESERVED AREA 142.82 FEET; THENCE SOUTH 8°14'42" EAST 331.88 FEET; THENCE SOUTH 20°29'04" EAST 748.72 FEET; THENCE NORTH 88°30'52" WEST ALONG THE SOUTH LINE OF SAID RESERVED AREA 387.32 FEET; THENCE NORTH 70°51'59" WEST 60.34 FEET TO THE NORTHERLY BOUNDARY OF TRACT B, SAID PLAT OF SUMMIT VIEW PHASES 9 AND 10; THENCE NORTH 87°22'01" WEST 165.69 FEET ALONG SAID NORTHERLY BOUNDARY; THENCE NORTH 59°23'09" WEST 182.23 FEET ALONG SAID NORTHERLY BOUNDARY TO THE SOUTHERLY BOUNDARY OF THE PLAT OF SUMMIT VIEW NO. 2, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 211, RECORDS OF BENTON COUNTY; THENCE THE FOLLOWING FIVE COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PLAT OF SUMMIT VIEW NO. 2; THENCE NORTH 78°00'59" EAST 171.24 FEET; THENCE NORTH 19°21'02" WEST 446.65 FEET; THENCE NORTH 9°21'03" EAST 243.07 FEET; THENCE NORTH 21°14'26" WEST 120.42 FEET; THENCE NORTH 18°23'17" WEST 240.04 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT C OF SAID PLAT OF SUMMIT VIEW PHASES 9 & 10 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 28 OF THE PLAT OF SUMMIT VIEW PHASES 3 & 4, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 299, RECORDS OF BENTON COUNTY; THENCE SOUTH 20°26'59" EAST 88.72 FEET ALONG THE WEST LINE OF SAID TRACT C TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 20°26'59" EAST 150.00 FEET ALONG SAID WEST LINE; THENCE NORTH 69°28'00" EAST 80.00 FEET; THENCE NORTH 20°26'59" WEST 119.35 FEET; THENCE NORTH 70°18'41" WEST 47.46 FEET; THENCE SOUTH 69°28'00" WEST 43.71 FEET TO THE TRUE POINT OF BEGINNING.

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	70.80	300.00	13°31'18"	N5°15'37"W	70.64
C2	115.54	300.00	22°03'59"	S9°31'58"E	114.83
C3	179.44	300.00	34°16'14"	N3°25'50"W	176.78
C4	58.62	330.00	10°10'38"	S6°58'23"E	58.54
C5	63.72	270.00	13°31'18"	S5°15'37"E	63.57
C6	77.88	330.00	13°31'18"	N5°15'37"W	77.70
C7	127.09	330.00	22°03'59"	S9°31'58"E	126.31
C8	64.09	270.00	13°36'01"	N5°17'59"W	63.94
C9	39.89	270.00	8°27'57"	N16°19'58"W	39.86
C10	140.58	270.00	29°49'58"	S5°38'58"E	139.00
C11	97.83	330.00	16°59'08"	N12°04'23"W	97.47
C12	5.90	25.00	13°31'08"	S16°01'35"W	5.89
C13	17.43	25.00	39°56'46"	S42°45'32"W	17.08
C14	80.89	330.00	14°02'42"	N3°26'32"E	80.69
C15	20.48	25.00	46°56'22"	N13°00'18"W	19.91
C16	70.12	60.00	66°57'20"	N2°59'50"W	66.19
C17	76.68	60.00	73°13'27"	N67°05'33"E	71.57
C18	145.59	60.00	139°01'38"	S6°46'54"E	112.41

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N80°11'27"E	165.46
L2	N77°38'17"E	75.06
L3	N66°29'10"E	89.75
L4	N87°23'23"E	57.09
L5	S86°25'04"E	58.19
L6	S19°14'12"E	14.53

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. (M) = MEASURED (R) = RECORD (C) = COMPUTED.
3. ○ =DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028".
4. ⊠ =DENOTES SET 3/8" MAG NAIL & WASHER "RSI DPB 41028" IN CONCRETE WALL FOOTING.
5. ⊕ =DENOTES 5/8" REBAR W/ 2.5" ALUMINUM CAP IN MONUMENT CASE STAMPED "ROGERS SURVEYING INC 41028".
6. ● =DENOTES FOUND 5/8" REBAR "RSI JAB 21384".
7. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
8. NO SLOPES GREATER THAN 15% WERE NOTED ON THE LOTS OUTSIDE THE UTILITY EASEMENTS OR ROAD RIGHT OF WAY AT THE TIME OF THE SURVEY.

SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE PLAT OF RIDGE VIEW, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

DAVID P. BAALMAN
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

DAVID P. BAALMAN

6-8-2020
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF TRI-CITY DEVELOPMENT CORPORATION RECORDED IN VOLUME_____OF PLATS, PAGE _____ , RECORDS OF BENTON COUNTY, WASHINGTON, AT _____MINUTES PAST _____ M., THIS _____ DAY OF _____, 20___ A.D

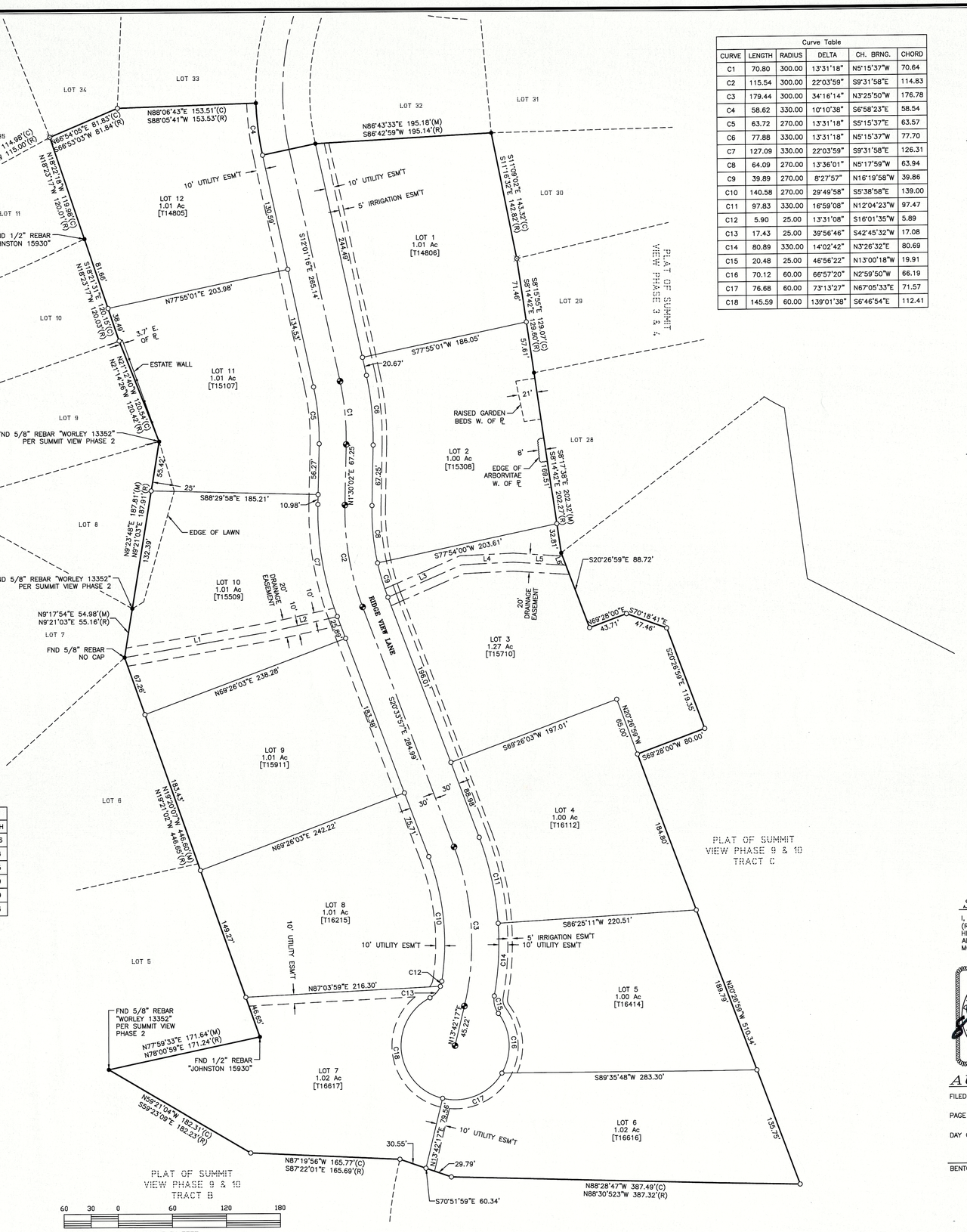
BENTON COUNTY AUDITOR

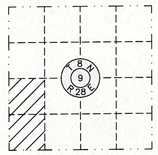
FEE NUMBER

ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

38519-PLAT.DWG 5-19-2020 DPB

SHEET 1 OF 2





FINAL PLAT OF
RIDGEVIEW

LOCATED IN A PORTION OF SECTION 9,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

OWNERS' CERTIFICATE/DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON; HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON UNDER THE NAME OF RIDGEVIEW, DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON FOR THE USES SHOWN THEREON; DO HEREBY DEDICATE ALL ROAD RIGHT OF WAYS TO THE PUBLIC; AND DO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASIONED TO THE LAND ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAYS.

Kirk Rathbun

KIRK RATHBUN AUTHORIZED REPRESENTATIVE OF
TRI-CITY DEVELOPMENT CORPORATION

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIRK RATHBUN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE President OF TRI-CITY DEVELOPMENT CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 6/8/2020

SIGNATURE: Michelle Cuillier

TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: Franklin Co.

MY APPOINTMENT EXPIRES: 11/12/2023

MICHELLE CUILLIER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 171268
MY COMMISSION EXPIRES
NOVEMBER 12, 2023

NOTARY STAMP (BLACK INK ONLY)

BENTON COUNTY NOTES:

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
2. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DISTRICT BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE. FURTHER BE ADVISED THIS DEPARTMENTS APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
3. NO BUILDING OR FAS PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS PLAT UNTIL A ROAD APPROACH PERMIT IS OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.
4. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR THE UPKEEP OF ANY STORMWATER RETENTION FACILITY OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.
5. PRIOR TO THE CONSTRUCTION OF ANY DRIVEWAY OR THE ISSUANCE OF ANY BUILDING PERMIT FOR ANY LOT WITHIN THIS SUBDIVISION THE PROPERTY OWNER SHALL OBTAIN A ROAD APPROACH PERMIT FROM THE BENTON COUNTY PUBLIC WORKS DEPARTMENT AND INSTALL THE REQUIRED TEMPORARY CONSTRUCTION ACCESS.
6. NO TREES, SHRUBS, WEEDS, FENCING OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY RIGHT-OF-WAY.
7. PROPERTY OWNERS THAT INSTALL GRASS, CURBING, ROCK MULCH OR OTHER LANDSCAPING WITHIN THE COUNTY RIGHT-OF-WAY DO SO AT THEIR OWN RISK. THE COUNTY WILL NOT REPAIR OR REPLACE DAMAGED LANDSCAPING DUE TO CONSTRUCTION OR MAINTENANCE OPERATIONS.
8. ALL LOTS WITHIN SUBDIVISION ARE SUBJECT TO A THREE THOUSAND FIVE HUNDRED ($3,500) TRAFFIC MITIGATION FEE. SUCH FEE SHALL BE DUE AND PAYABLE PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
9. DURING CONSTRUCTION ON EACH PROPERTY, ALL CONSTRUCTION DEBRIS SHALL BE MAINTAINED ON-SITE AND PROPERLY DISPOSED OF. DUST CONTROL MEASURES INCLUDING AN ADEQUATE WATER SUPPLY SHALL BE PROVIDED.

BENTON COUNTY APPROVALS

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

BENTON COUNTY ENGINEER — DATE 06/10/20

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS — DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION — DATE June 11, 2020

BENTON FRANKLIN HEALTH DISTRICT — DATE June 10, 2020

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON P.U.D. NO. 1 — TITLE Designer — DATE June 9th, 2020

CHARTER COMMUNICATIONS — TITLE Corr — DATE June 8, 2020

SUMMIT VIEW WATER WORKS — TITLE Manager — DATE June 8, 2020

TREASURER'S CERTIFICATE

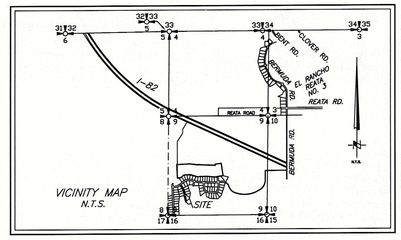
I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2020. PARCEL NO. 1-0988-103-0001-001

Kenneth Spencer by — BENTON COUNTY TREASURER — DATE 06/22/2020

Bill Spencer by — BENTON COUNTY ASSESSOR — DATE 6-22-2020

USABLE AREA	
PARCEL #	AREA SQ.FT.
LOT 1	40,067
LOT 2	26,921
LOT 3	15,312
LOT 4	14,263
LOT 5	33,939
LOT 6	15,729
LOT 7	40,756
LOT 8	41,805
LOT 9	42,275
LOT 10	37,863
LOT 11	41,575
LOT 12	42,213

* USABLE AREA FOR ON SITE SEPTIC COMPUTATIONS PER HEALTH DEPARTMENT REQUIREMENTS, WHICH EXCLUDES AREAS WITHIN EASEMENTS. THERE ARE NO AREAS OF GREATER THAN 15% SLOPE OUTSIDE THE ROAD RIGHT OF WAY.



DAVID P. BAALSON
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

6-8-2020
DATE

SHEET 2 OF 2

RSI ROGERS SURVEYING INC., P.S.
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38519-PLAT.DWG 5-19-2020 DPB

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

BENTON COUNTY APPLICATION FOR FINAL PLAT

File No. _____

DATE: 3-23-2020

1. Name of Plat Ridge View

   File No. _____

2. Name and address of applicant: Tri-City Development Corporation

   _____

   Telephone 253-677-3402

   If you wish to be contacted via email please list your email address: _____
   thefourcs@comcast.net

3. Name and address of property owner: Tri-City Development Corporation
   PO Box 1307 Gig Harbor WA 98355

   Telephone 253-677-3402

4. Name and address of Surveyor: David Baalman, Rogers Surveying Inc
   1455 Columbia Park Trail, Suite 201, Richland WA 99352

   Telephone 509-783-4141

5. Name and address of engineer: Richard Moore, Peninsula Engineering Services Inc
   653 Pleasant Ave, Bremerton, WA 98337

   Telephone 253-363-1258

6. Parcel number **and** Legal description of property included in the final plat: _____
   1-0988-300-0003-002 (see face of plat for legal description)

7. Any other comments or information, which is significant.

_____

_____

_____

8. The applicant shall submit **ten (10)** copies of the final plat for final review.

9. **Land Use Information:**

a. Total area involved 13.97 Ac
b. Total number of lots 12
c. Smallest lot area 1.00 Ac
d. Average lot area 1.03 Ac
e. Acreage in parks 0
f. Length of public streets 10128 LF
g. Total acreage of public streets 1.60 Ac

I certify that the information given above is true and complete.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print Name	Date
Signature of Person with additional ownership interest	Print Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application.

If the applicant or legal owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if there is more than one corporation/partnership/LLC signature required.

Applicant: Tri-City Development Corporation

By: Geoff Clark / _____
(print name) (Title)

Signature: _____ / president
(Signature) (Title)

The above signed officer of Tri-City Development Corporation (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Geoff Clark to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

THERE IS A $250.00 NON REFUNDABLE APPLICATION FEE FOR A FINAL SUBDIVISION PAYABLE AT THE TIME OF SUBMITTAL. MAKE CHECKS PAYABLE TO THE BENTON COUNTY TREASURER.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

Zoning_____Comp Plan Designation_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Executing contract with All Pro Shop Services to service the tire changing machine
Presenter:	
Prepared By:	slc
Reviewed By:	M. McGhan

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

Summary / Background Information

The Coats tire changing machine at the Kennewick Road Maintenance Facility on Wiser Parkway in Kennewick needs maintenance. 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". A request for quotes was solicited from two vendors who are authorized to service Coats machines. Northwest Sales Group from Seattle did not respond with a quote and All Pro Shop Services from Wenatchee, WA responded with a quote of $1,063.42 including WSST. The Fleet Superintendent deemed this to be a reasonable quote.

The Fleet Superintendent recommends entering into a contract with All Pro Shop Services LLC.

Fiscal Impact

Amount: Not to exceed $1,500.00

Fund: ER&R (0501101)

Recommendation

It is recommended the Board approve the contract with All Pro Shop Services LLC to service the Coats tire changing machine at the Kennewick Road Maintenance Facility in an amount not to exceed $1,500.00 excluding WSST which will expire on August 31, 2020.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING ALL PRO SHOP SERVICES LLC TO SERVICE THE COATS TIRE CHANGING MACHINE AT THE KENNEWICK ROAD MAINTENANCE FACILITY

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 Coats tire changing machine at the Kennewick Road Maintenance Facility is in need of maintenance; and

WHEREAS, All Pro Shop Services is the only Coats authorized vendor that responded to our request for quotes and it is deemed a reasonable quote; and

WHEREAS, the Fleet Superintendent recommends entering into a service contract with All Pro Shop Services LLC for the needed work and has prepared a contract that has been approved as to form by the Deputy Prosecuting Attorney and has been signed by All Pro Shop Services LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton County Board of Commissioners hereby approves to have All Pro Shop Services LLC provide the needed maintenance on the Coats tire changing machine at the Kennewick Road Maintenance Facility for an amount not to exceed $1,500.00 including WSST; and

BE IT FURTHER RESOLVED, the attached Personal Services Contract shall commence upon signature of both parties and expire on August 31, 2020.

Dated this 30th day of June, 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

S. Christen

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 **ALL PRO SHOP SERVICES LLC**, a corporation organized under the laws of the State of Washington with its principal offices at P.O. Box 2893 Wenatchee, WA 98807 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A -All Pro Shop Services LLC Estimate #1013 dated 06/05/2020.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall perform needed maintenance and replace air motor, 4-way valve, muffler and reseal turn table cylinder on the Coats Model #7065AX tire changing machine in the Public Works Maintenance Facility located at 102808 Wiser Parkway, Kennewick, WA.

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

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Colvy Coverdell
Address:	P.O. Box 2893 Wenatchee, WA 98807
Phone:	509-679-1432
Email:	coverdell16@gmail.com

b. For COUNTY:

Name:	Michael McGhan
Address:	102808 Wiser Parkway Kennewick, WA 99338
Phone:	509-786-5611
Email:	Michael.mcghan@co.benton.wa.us

5. COMPENSATION

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

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One thousand five hundred dollars ($1,500.00), including W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

c. **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.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

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

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

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

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

which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or 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 COUNTYs Contract Representative referenced in Section 4.

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Reid Hay, Civil Deputy
Prosecuting Attorney

Dated: 6-18-20

FOR: ALL PRO SHOP SERVICES LLC

_____
Signature

Owner
_____
Title:

Billy Coverdell
_____
Print Name

EXHIBIT A

ALL PRO SHOP SERVICES LLC
P.O. Box 2893
Wenatchee, WA 98807 US
(509)679-1432
coverdell16@gmail.com

Estimate

ADDRESS
BENTON COUNTY ROAD
DEPARTMENT-KENNEWICK
102808 WISER PKWY
KENNEWICK, WA 99338

SHIP TO
BENTON COUNTY ROAD
DEPARTMENT-
KENNEWICK
102808 WISER PKWY
KENNEWICK, WA 99338

ESTIMATE # 1013
DATE 06/05/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/05/2020	**SERVICE CALL** SERVICE CALL-INCLUDES FIRST 30 MIN OF LABOR	1	195.00	195.00T
06/05/2020	**8183811** SEAL-CYLNDR, TP, TBLE, PLYSL, PKG	1	40.76	40.76T
06/05/2020	**906960** MUFFLER	2	17.83	35.66T
06/05/2020	**8181190** MOTOR-AIR,6AM.FRV.5	1	586.50	586.50T
06/05/2020	**81819861** VALVE-4/WAY,W/PULL PIN,PKG	1	126.73	126.73T

REPLACE MOTOR AND EXHAUST VALVES, CLAMPING VALVE, MUFFLERS & TABLE TOP SEAL KIT

SUBTOTAL	984.65
TAX (8%)	78.77
TOTAL	**$1,063.42**

Accepted By

Accepted Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Execute contract with Double J Excavating, Inc. for Roadside Improvements project
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

Summary / Background Information

By Resolution 2020-370 dated June 2, 2020, an award was made to Double J Excavating, Inc. for the Roadside Improvement project – C.E. 2049 CRP. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Double J Excavating, Inc.

Fiscal Impact

Amount: $528,300.00

Fund: Road Fund (0101-101)

$436,110.00 of this amount will be reimbursed by a Federal grant through WSDOT Local Programs.

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with Double J Excavating, Inc. for the Roadside Improvements project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH DOUBLE J EXCAVATING, INC. FOR THE ROADSIDE IMPROVEMENTS PROJECT – C.E. 2049 CRP

WHEREAS, by Resolution 2020-370 dated June 2, 2020, an award was made to Double J Excavating, Inc., West Richland, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $528,300.00 has been executed by Double J Excavating, Inc.; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded June 2, 2020 to Double J Excavating, Inc., in the amount of $528,300.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the Roadside Improvements project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the Roadside Improvements project – C.E. 2049 CRP shall be completed in its entirety within fifty (50) working days as described in the contract documents.

Dated this 30th day of June 2020.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

S. Christen

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2020, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and DOUBLE J EXCAVATING, INC., (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2049 CRP – ROADSIDE IMPROVEMENTS,**" and as described in and in accordance with the State of Washington 2020 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $528,300.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. 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, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

DOUBLE J EXCAVATING, INC.:

Signature

Vice-President
Title

06/10/2020
Date

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest:
Clerk of the Board

Date

APPROVED AS TO FORM:

Reid Hay
Benton County Deputy Prosecuting Attorney

5/28/20
Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 30, 2020
Subject:	Execute contract with Central Paving, LLC for the 2020 Crack Seal project
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

Summary / Background Information

By Resolution 2020-369 dated June 2, 2020, an award was made to Central Paving, LLC for the 2020 Crack Seal project – C.E. 2089 SMP. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Central Paving, LLC.

Fiscal Impact

Amount: $276,300.00

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with Central Paving, LLC for the 2020 Crack Seal project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH CENTRAL PAVING, LLC FOR THE 2020 CRACK SEAL PROJECT – C.E. 2089 SMP

WHEREAS, by Resolution 2020-369 dated June 2, 2020, an award was made to Central Paving, LLC, Ellensburg, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $276,300.00 has been executed by Central Paving, LLC; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded June 2, 2020 to Central Paving, LLC, in the amount of $276,300.00 plus any necessary Change Orders in accordance with Section 3.8 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2012-677 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to proceed with the 2020 Crack Seal project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the 2020 Crack Seal project – C.E. 2089 SMP shall be completed in its entirety within thirty (30) working days as described in the contract documents.

Dated this 30th day of June 2020.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

S. Christen

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2020, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and CENTRAL PAVING, LLC, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2089 SMP – 2020 Crack Seal**," and as described in and in accordance with the State of Washington 2020 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $276,300.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. 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, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

Colby Peone

Signature

Project Manager/Estimator

Title

6/16/2020

Date

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest:

Clerk of the Board

Date

APPROVED AS TO FORM:

Reid Hay
Benton County Deputy Prosecuting Attorney

5/28/20

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/30/2020
Subject:	Risk Management – Salary Request Statement
Presenter:	A. Morasch
Prepared By:	L. Wingfield
Reviewed By:	A. Morasch

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance

Summary / Background Information

The employee has 20 years of Benton County experience, most recently with vouchers, payroll, p-cards, and general personnel matters. Understands Benton County procedures and processes associated with tasks including resolutions, line item transfers, county government structure, budget, etc.

This position will be reimbursed with CARES Act funds.

Fiscal Impact

Amount: $56,500 includes wage and benefits

Fund: 0504101, Insurance Management

Recommendation

Approve Salary Request Statement as presented.

Suggested Motion

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/30/2020
Subject:	District Court Re-Organization
Presenter:	Ela Selga and Lexi Wingfield
Prepared By:	Lexi Wingfield
Reviewed By:	

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

Summary / Background Information

District Court has re-evaluated their needs and have found a re-organization needs to occur to reflect current position job duties and responsibilities. There is no longer the need for a vacant Legal Process Assistant II, position 1291. Position 1291 will not be filled the remainder of the 2020 budget and will be unappropriated in the 2021/2022 budget cycle. The following positions are being upgraded due to the increase/change in job duties and responsibilities:

Old Title	Position Number	Old Grade	New Title	New Grade
Legal Process Assistant IV	1282	7	Legal Process Assistant V	8
Legal Process Assistant III	1286	6	Legal Process Assistant IV	7
Legal Process Assistant III	1288	6	Legal Process Assistant IV	7
Legal Process Assistant III	1289	6	Legal Process Assistant IV	7
Legal Process Assistant III	1291	6	Not filled & Unappropriated	na
Legal Process Assistant IV	1295	7	Legal Process Assistant V	8
Agency Clerk	1296	7	Legal Process Assistant V	8
LPA III/IV	1300	6/7	Legal Process Assistant IV	7
Clerk Assistant	1301	6	Legal Process Assistant IV	7
Clerk	1303	6	Legal Process Assistant IV	7
Court Recorder	1310	6	Legal Process Assistant IV	7
Clerk Assistant	1311	6/7	Legal Process Assistant V	8

Fiscal Impact

Amount: This budget cycle, no change; next budget cycle decrease of over $27,000

Fund: Current Expense, 0000101.111

Title	Position Number	2019/2020 Budget	2021/2022 Budget (estimated)
Legal Process Assistant IV	1282	$94,104	$103,280
Legal Process Assistant III	1286	$84,624	$82,778
Legal Process Assistant III	1288	$84,864	$79,604
Legal Process Assistant III	1289	$83,424	$85,264
Legal Process Assistant III	1291	$81,240	$0
Legal Process Assistant IV	1295	$94,104	$102,802
Agency Clerk	1296	$94,104	$106,380
LPA III/IV	1300	$91,719	$94,708
Clerk Assistant	1301	$91,848	$101,332
Clerk	1303	$91,848	$101,332
Court Recorder	1310	$85,848	$80,952
Clerk Assistant	1311	$91,072	$102,784
		$1,068,799	$1,041,216

2019/2020 budget to 2021/2022 budget difference = $27,583

Recommendation

Approve the resolution with the line item transfer to re-organize District Court.

Suggested Motion

I move to approve the resolution for the line item transfer to re-organize District Court.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 111.

BE IT RESOLVED, Position 1291 will not be filled the remainder of the 2020 budget and will be unappropriated in the 2021/2022 budget cycle; and

BE IT FURTHER RESOLVED, that the following positions will be changed:

Old Title	Position Number	Old Grade	New Title	New Grade
Legal Process Assistant IV	1282	7	Legal Process Assistant V	8
Legal Process Assistant III	1286	6	Legal Process Assistant IV	7
Legal Process Assistant III	1288	6	Legal Process Assistant IV	7
Legal Process Assistant III	1289	6	Legal Process Assistant IV	7
Legal Process Assistant III	1291	6	Not filled & Unappropriated	na
Legal Process Assistant IV	1295	7	Legal Process Assistant V	8
Agency Clerk	1296	7	Legal Process Assistant V	8
LPA III/IV	1300	6/7	Legal Process Assistant IV	7
Clerk Assistant	1301	6	Legal Process Assistant IV	7
Clerk	1303	6	Legal Process Assistant IV	7
Court Recorder	1310	6	Legal Process Assistant IV	7
Clerk Assistant	1311	6/7	Legal Process Assistant V	8

BE IT FURTHER 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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: District Court Dept Nbr: 111

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:				TRANSFER TO:			
BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	1282	Legal Process Assistant IV	$25,333	512.400	1282	Legal Process Assistant V	$27,333
512.400	1286	Legal Process Assistant III	$40,825	512.400	1286	Legal Process Assistant IV	$43,325
512.400	1288	Legal Process Assistant III	$25,224	512.400	1288	Legal Process Assistant IV	$26,824
512.400	1289	Legal Process Assistant III	$32,197	512.400	1289	Legal Process Assistant IV	$35,552
512.400	1291	Legal Process Assistant II	$60,801	512.400	1291	Legal Process Assistant II	$27,346
512.400	1295	Legal Process Assistant IV	$34,153	512.400	1295	Legal Process Assistant V	$37,953
512.400	1296	Agency Clerk	$28,507	512.400	1296	Legal Process Assistant V	$33,607
512.400	1300	Legal Process Assistant III/IV	$35,389	512.400	1300	Legal Process Assistant IV	$37,289
512.400	1301	Clerk Assistant	$25,052	512.400	1301	Legal Process Assistant IV	$27,552
512.400	1303	Clerk	$25,061	512.400	1303	Legal Process Assistant IV	$27,561
512.400	1310	Court Recorder	$42,280	512.400	1310	Legal Process Assistant IV	$43,880
512.400	1311	Clerk Assistant	$29,115	512.400	1311	Legal Process Assistant V	$35,715
TOTAL			$403,937	TOTAL			$403,937

Explanation:

Position 1291 will not be filled the remainder of the 2020 budget and will be unappropriated in the 2021/2022 budget cycle. See resolution for changes to the other positions. Effective July 1, 2020.

Prepared by: L. Wingfield Date 12-Jun-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member