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, August 4, 2020

9:00 AM **Call to Order**
Approval of Minutes
- **July 28, 2020**

Review Agenda

Consent Agenda

Auditor
a. Surplus of Personal Property
Commissioners
b. Setting Salaries for Elected Officials
Coroner
c. Line Item Transfer – Current Expense, Dept. 109
Corrections
d. Line Item Transfer – Current Expense, Dept. 120
Facilities
e. Contract w/Johnson Controls Fire Protection

Human Resources
f. Neogov Contract for Insight Services
Human Services
g. Line Item Transfer – Homeless Housing Fund
Information Technology
h. Lease Agreement with Ricoh for Copier for PW Shop – Wiser Parkway
i. Purchase of Cyber Security Monitoring from Tyler Technologies
Juvenile
j. Line Item Transfer – Juvenile Center Fund, Dept. 171
k. Food Services Contract w/Aramark Correctional Service
Office of Public Defense
l. Compensating Attorney Eric Scott
Planning
m. Reappointment of Brian Skeels to Planning Commission
n. Reappointment of Marjorie Kaspar to Planning Commission
Public Works
o. Accepting Work by Central WA Asphalt – Amon Road Paving Project
p. Purchase of Magnesium Chloride from EnviroTech Services
q. Line Item Transfer – Solid Waste Fund
Sheriff
r. 2020 Byrne Justice Assistance Grant

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @:* *Dial: 509 460-4941*

Public Hearings - *for public engagement during public hearings below, please use the following phone line @ Dial: 509 460-4941*

Adoption of 2021-2026 Six-Year Road Program – D. D'Hondt

Application for Franchise – Eddie Farms, Inc. – C. Woods

Application for Franchise – Paterson Heights Water Association – C. Woods

Application for Franchise– Sundance Improvement Association – C. Woods

Budget Adjustment - 2019-2020 Current Expense, Dept. 139 – L. Ivey

Budget Adjustment – 2019-2020 Current Expense, Dept. 121 – L. Ivey

Scheduled Business

Request for Legal Defense by Sheriff Hatcher in Recall Petition Effort – R. Brown

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, July 28, 2020, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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

Absent: Commissioner Shon Small (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Matt Rasmussen, Deputy County Administrator; IT Manager Robert Heard; and Robert Blain, Director of Operations/Capital Assets.

Approval of Minutes

The Minutes of July 21, 2020 were approved.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "q" Chairman Beaver seconded and upon vote, the Board approved the following:

Assessor
a. Coding Correction

Building
b. Line Item Transfer, Fund No. 0149-101, Dept. 000

Corrections
c. Meals Authorization for Outside Agency Evaluations During Promotional Testing

Facilities
d. Line Item Transfer, Fund No. 0000101, Dept. 110

GIS
e. Closing GIS Cash Drawer

Information Technology
f. Ratifying Emergency Purchase of IT Equipment from CompuNet for the Courtroom Technology Upgrade Project
g. Lease Agreement for Four IMC2500 Copiers From Ricoh for District Court

Juvenile
h. Line Item Transfer, Fund No. 0115-101, Dept. 173 to 172

Parks

i. Line Item Transfer, Fund No. 0000101, Dept. 126

Public Works

j. Purchase of Two-Way Dump Body and Sander from Northend Truck Equipment
k. Purchase of Freightliner Truck Cab & Chassis From RWC International
l. Purchase of Culver Pipe & Accessories From NW Construction Supply
m. Purchase of Thermoplastic Markings From Traffic Safety Supply
n. Agreement w/Sourcewell for Cooperative Purchasing Member Registration
o. Award of Contract to V K Powell Construction for Courthouse Upgrades Project
p. Acceptance of Work Performed by BCV for Crack Seal – BST Area 4

Treasurer

q. Line Item Transfer, Fund No. 0000-101, Dept. 124

Public Comment

None.

Prosser Economic Development Association

Deb Heintz, via/Skype introduced Neil Ripplinger, new executive director for Prosser Economic Development Association.

Trust Water Rights Review Briefing

Darryll Olsen, Benton County Water Conservancy Board and Mark Nielson, Benton Conversation District (via/teleconference), updated the Board regarding its comments on the Trust Water Rights Program review process being conducted by the Department of Ecology.

Mr. Olsen said they had some specific recommendations and a request to meet with the Eastern Washington County Commissioner Group and wanted to propose some legislation as a defensive action to what was being proposed by Ecology. Mr. Nielson said they needed to take this seriously and be concerned because with the current domestic well situation, limiting transfers downstream would be a killer for Benton County so they needed to protect their options to continue to have access to water.

Commissioner Delvin said creating the Water Conservancy Board had worked great to locally deal with water transfer rights. This proposal from the Dept. of Ecology would take away the right to use or sell the water rights and they needed to watch the legislation very carefully.

Mr. Olsen said they were requesting to have Benton County in their corner when they attempted to get the Eastern Washington Commissioners together and approach Olympia.

Commissioner Delvin said he was willing to attend that meeting once it was set up. Chairman Beaver agreed and said they had Benton County's support.

Change Order No. 3 with Banlin Construction – New Administration Building

Robert Blain presented the Change Order No. 3, with four proposed changes to the contract, for a total amount of $198,812.40 and adding 14 days to the contract.

MOTION: Commissioner Delvin moved to approve the Change Order No. 3 with Banlin Construction LLC, as presented. Chairman Beaver seconded and upon vote, the motion carried.

CARES Act Funding – Distribution to Cities

Matt Rasmussen presented a resolution authorizing a one-time distribution of CARES Act funding to cities in Benton County. He said one of the issues in the jail was a reduction in the number of outside contract prisoners in order to comply with social distancing and improve public safety, and the reduced offset revenue that would normally be received. They had not been able to reduce the number of officers in the jail, along with the reduction of prisoners, due to the social distancing requirements. As a result, the jail costs attributed to each City that participated in the jail has increased.

Mr. Rasmussen said Benton County was allowed to pass through funds to other agencies and this expense was a direct result of the pandemic. He said each city was eligible for an amount proportional to their calculated expenses pursuant to their respective contract, and they would run the calculations on a monthly basis, with a maximum amount to be approved.

Commissioner Delvin said he spoke to the Chief about contract prisoners and he was told the US Marshal had offered to provide contract prisoners if Benton County would take all their sick patients and provide the care needed. The County was not interested in that as they had been COVID-free and wanted to keep it that way.

MOTION: Commissioner Delvin moved to approve the Resolution authorizing a one-time distribution of CARES Act funding to cities in Benton County in relation to the Benton County jail operating costs due to COVID-19 related impacts. Chairman Beaver seconded and upon vote, the motion carried.

Accounts Payable

Check Date: 07/17/2020

EFT's: 1348-1353
Transfers #: 07172001-07172011
Total all funds: $705,664.54

Warrants #: 208066-208274
Total all funds: $728,916.32

Check Date: 07/24/2020

EFT's: 1354-1357
Transfers #: 07242001-07242006
Total all funds: $968,704.25

Warrants #: 208414-208529
Total all funds: $1,903,153.33

Resolutions

2020-491: Assessor - Coding Correction
2020-492: Line Item Transfer, Fund No. 0149-101, Dept. 000
2020-493: Meals Authorization for Outside Agency Evaluations During Promotional Testing
2020-494: Line Item Transfer, Fund No. 0000101, Dept. 110
2020-495: Closing GIS Cash Drawer
2020-496: Ratifying Emergency Purchase of IT Equipment from CompuNet for the Courtroom Technology Upgrade Project
2020-497: Lease Agreement for Four IMC2500 Copiers From Ricoh for District Court
2020-498: Line Item Transfer, Fund No. 0115-101, Dept. 173 to 172
2020-499: Line Item Transfer, Fund No. 0000101, Dept. 126
2020-500: Purchase of Two-Way Dump Body and Sander from Northend Truck Equipment
2020-501: Purchase of Freightliner Truck Cab & Chassis From RWC International
2020-502: Purchase of Culver Pipe & Accessories From NW Construction Supply
2020-503: Purchase of Thermoplastic Markings From Traffic Safety Supply
2020-504: Agreement w/Sourcewell for Cooperative Purchasing Member Registration
2020-505: Award of Contract to V K Powell Construction for Courthouse Upgrades Project
2020-506: Acceptance of Work Performed by BCV for Crack Seal – BST Area 4
2020-507: Line Item Transfer, Fund No. 0000-101, Dept. 124
2020-508: Approving Contract Change Order No. 3 with Banlin Construction for New Administration Building Project
2020-509: Approving One-Time Distribution of CARES Act Funding to Cities in Benton County

There being no further business before the Board, the meeting adjourned at approximately 9:26 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/4/2020
Subject:	Surplus Resolution
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Todd Carlson, Brenda Chilton

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

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of as submitted.

Fiscal Impact

Amount: $54.71 will be incurred by the Sheriff's office

Fund:

Recommendation

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

Suggested Motion

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the items listed by the Sheriff's Department have been assigned an exchange value of $4,500 to be credited towards new items listed in attached quote. **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, donation to the poor and infirm, or recycled.

Dated this_____day of_____,2020

_____
Chairman of the Board

_____
Member

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

Attest _____
Clerk of the Board

L. Roe T. Carlson B. Chilton

SURPLUS

SHERIFF

As per attached quote with Talos Tactical, LLC, the following rifles are being traded.

Smith & Wesson	M&PI5	.223Rem	ST02083
Smith & Wesson	M&PI5	.223 Rem	ST50101
Smith & Wesson	M&PI5	.223 Rem	ST02322
Smith & Wesson	M&PI5	.223 Rem	SX78591
Smith & Wesson	M&PI5	.223 Rem	SM91231
Smith & Wesson	M&PI5	.223 Rem	SN08896
Smith & Wesson	M&PI5	.223 Rem	ST01129
Smith & Wesson	M&PI5	.223 Rem	TE23254
Smith & Wesson	M&PI5	.223 Rem	SM91103
Smith & Wesson	M&PI5	.223 Rem	TE24466
Smith & Wesson	M&PI5	.223 Rem	ST35956
Smith & Wesson	M&PI5	.223 Rem	TE23252
Smith & Wesson	M&PI5	.223 Re m	ST02025
Smith & Wesson	M&PI5	.223 Rem	SV31053
Smith & Wesson	M&PI5	.223 Rem	ST80967

SURPLUS DESTROY

CORRECTIONS

- 42" Vizio LED TV- Damaged - Tag#20626

L. Roe T. Carlson B. Chilton

Talos Tactical, LLC

Invoice

4096 W Van Giesen, Suite C
West Richland, WA 99353
(509) 967-7200

SOLD TO:
Benton County
Todd Carlson

SHIPPED TO:
Same

QUOTENUMBER
QUOTE DATE July 23, 2020
OUR ORDER NO.
YOUR ORDER NO.
TERMS Net 30
SALES REP Matt Cieslar
SHIPPED VIA
F.O.B.
PREPAID or COLLECT COLL

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
7	Trijicon RMR06-C Optic	479.99	$3,359.93
7	Trijicon RMR Glock MOS Plate(AC32064)	14.99	104.93
7	Trijicon Suppressor Sights for Glock	109.99	769.93
4	Magpul MBUS Front Sight	29.99	119.96
4	Magpul MBUS Rear Sight	49.99	199.96

SUBTOTAL	4,554.71
TAX	0.00
FREIGHT	
PAY THIS AMOUNT	$4,554.71

DIRECT ALL INQUIRIES TO:
Matt Cieslar
(509) 967-7200
email: Matt@TalosTactical.com

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Setting Salaries for Elected Officials for 2023 & 2024
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Approximately every other year the Board of County Commissioners sets the salaries of elected officials. The salaries set generally are for 3 and 4 years in advance of the current year. This is to avoid changes to the salary of any elected official during their current term.

On July 21, 2020 staff presented some options for the Board to consider as to what type of increase to include in the 2023 & 2024 salaries and whether or not adjustment to the salary for the sheriff was necessary. The Board indicated they would like to have the Sheriffs salary set to be the same as the other elected officials which will result in an approximate decrease of $17,900 annually starting in 2023. The Board also indicated that the salaries should be increased in line with what a potential increase for other employees would be. Staff had recommended a range of 1.5-2.0%. After consideration staff is recommending the 2% increase be applied.

Staff suggested, and the Board agreed, that we give 2 weeks for any elected official to comment on the proposed changes. As of this writing no comments have been received.

Fiscal Impact

A 2% increase to elected officials salaries will result in a $12,000 annual increase. This will be offset by the reduction in the Sheriffs salary resulting in an approximate $5,000 annual savings to the County.

Recommendation

Staff recommends the Board set salaries for all elected officials (excepting the Prosecuting Attorney and Judges) for 2023 & 2024 at $119,572 & $121,963 respectively.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SETTING SALARIES FOR ELECTED OFFICIALS IN BENTON COUNTY AND AMENDING RESOLUTION 2018-477

WHEREAS, the salaries of all Elected County Officials, except Superior Court and District Court Judges, are fixed by the county legislative authority; and

WHEREAS, the Board of Benton County Commissioners is that legislative authority for Benton County; and

WHEREAS, the Board has determined it is in the best interest of Benton County to extend the compensation detailed in Resolution 2018-477 to include the years 2023 and 2024 for applicable Elected Officials; **NOW THEREFORE**,

BE IT RESOLVED, that Resolution 2018-477 is hereby amended by the attached Exhibit A, thereby updating the salaries for identified Elected Officials effective for the years 2020 through 2024.

Dated this 4th day of August, 2020.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Elected Officials, HR, Payroll C. McKenzie

EXHIBIT A

IN THE MATTER OF SETTING SALARIES FOR ELECTED OFFICIALS IN BENTON COUNTY AND AMENDING RESOLUTION 2018-477

Year	Commissioners Districts 1, 2, 3	Assessor, Auditor, Clerk, Coroner and Treasurer	Sheriff
2020	$112,125	$112,125	$128,944
2021	$114,648	$114,648	$131,845
2022	$117,227	$117,227	$134,811
2023	$119,572	$119,572	$119,572
2024	$121,963	$121,963	$121,963

Prosecuting Attorney's Salary set by Resolution 08-780

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: Dep. 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	$ 2,500
TOTAL			$2,500

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	9802	ER&R Veh Maint. Cost	$2,500
TOTAL			$2,500

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

Prepared by: William Leach

Date: 21-Jul-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, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

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
523.620	3501	Minor Equipment and Small Tools	$5,300	523.620	3508	Computer Replacement	$5,300
TOTAL			$5,300	TOTAL			$5,300

Explanation:

Allocate funds for new equipment requests. Requests include replacement of two failing printers that are not on the replacement schedule and a lap top that is needed to help operate the polygraph equipment.

Prepared by: Cindi Kane Date: 20-Jul-2020

Approved ❑ Denied ❑ Date: 7/20/2020

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Contract w/ Johnson Controls Fire Protection, LP for Fire Sprinkler Testing, Certification, and Repair
Presenter:	N/A
Prepared By:	P.Schut
Reviewed By:	Robert Blain

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

Summary / Background Information

The Facilities Department is responsible for the testing and maintenance of the fire sprinkler systems in Benton County owned buildings.

The Procurement & Contract Coordinator solicited quotes from the MRSC Small Works Roster and the following responsible bids, not including WSST, were received for a 36-month contract to perform required inspections, testing, and as-needed repairs.

Johnson Control Fire Protection, LP was the only qualified contractor to submit a response.

The original bid estimated only 20 hours of as-needed services would be needed over the the life of the contract. After bid was received, it was decided that the additional funds would need to be added just in case a major incident were to happen.

Fiscal Impact

Amount: $72,680.00 Excluding W.S.S.T

Fund: Current Expense – Facilities Department

Recommendation

Approve the attached resolution and contract w/ Johnson Controls Fire Protection, LP for the testing, certification, and repair of all fire alarm systems at various Benton County Locations.

Suggested Motion

Consent Agenda

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND JOHNSON CONTROLS FIRE PROTECTION, LP FOR FIRE SPRINKLER INSPECTIONS, TESTING AND AS-NEEDED REPAIR SERVICES

WHEREAS, the Facilities Department is responsible for the testing and maintenance of the fire sprinkler systems in Benton County owned buildings; and

WHEREAS, this work must be performed by a company that is certified in fire sprinkler system testing and maintenance; and

WHEREAS, the Procurement & Contract Coordinator solicited quotes from the MRSC Small Works Roster and the following responsible bids, not including WSST, were received for a 36-month contract to perform required inspections, testing, and as-needed repairs; and:

1. Johnson Controls Fire Protection, LP (UBI 602113334) - $45,780.00
2. No further responses received

WHEREAS, a contract has been prepared and the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the Procurement & Contract Coordinator's recommendation to award and execute a contract for Fire Sprinkler Inspections, Testing, and As-Needed Repair Services with Johnson Controls Fire Protection, LP in the amount not to exceed $72,680.00 ($37,680.00 for the annual inspections and testing and $35,000.00 for additional As-Needed Services) not including WSST; and

BE IT FURTHER RESOLVED, 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; and

BE IT FURTHER RESOLVED, the attached contract shall begin immediately upon execution by both parties and expire on December 31, 2023.

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.

Orig: Facilities
Cc: Auditors

P Schut

BENTON COUNTY
PUBLIC WORKS CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JOHNSON CONTROLS FIRE PROTECTION, LP** a corporation organized under the laws of the State of Washington with its principal offices at 10010 E Knox Ave; suite 100, Spokane Valley, WA 99206 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A – Invitation To Bid
Exhibit B – Bid Proposal Form
Exhibit B – Prevailing Wage Information
Exhibit C – Background Check Form

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2023. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The COUNTY requires, and the CONTRACTOR agrees to perform the following services:
The inspection, testing, certification, and repair of all Fire Sprinkler Systems in accordance with local and state regulations as also specified in Exhibit A. All work shall be performed to industry standards by certified inspectors and/or technicians.

a. All inspections performed within the City of Kennewick require inspection reports to be filed with www.tegrisfire.com, with a copy forwarded to the County's contract representative. TegrisFire reports shall be filed within 3 business days after completion of testing of each system.

b. All inspection work shall be performed between the hours of 7:00 am and 4:00 pm Monday thru Friday, unless authorized for emergency situations. As-need maintenance wok will be scheduled between the hours of 7:00 am and 4:00 pm Monday thru Friday but may be performed anytime for an authorized emergency or priority situation.

c. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the

requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

e. 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.

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

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

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tami Wais
Address:	10010 E Knox Ave; Suite 100 Spokane Valley, WA 99206
Phone:	509-842-1270
Email:	Tami.Wais@JCI.com

b. For COUNTY:

Name:	Kirk Engle, Facilities Manager Dan Waggoner, Electronics Superintendent
Address:	7122 W. Okanogan Pl. Kennewick, WA 99336
Phone:	509-222-2309
Email:	kirk.engle@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 B, "Bid Proposal Form", 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 Seventy-Two Thousand Six Hundred Eighty dollars and zero cents ($72,680.00), excluding W.S.S.T. As per Exhibit B, the total shall include the $37,680.00 for inspections and testing plus an additional $35,000.00 for As-needed maintenance services. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR and each and every Subcontractor shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR and each and every subcontractor shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit(s) is provided and approved by the Department of Labor and Industries. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. A Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid shall be filed annually at the same time each year at no additional cost to the County. Retainage will be released yearly after the Affidavit has been filed and all releases from the State Agencies, if applicable, have been received.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of

them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this

Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

d. **Other Insurance Provisions**:

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

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the

scope of protection afforded to the COUNTY as an additional insured.

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

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

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

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

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees,

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

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

3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

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

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall either furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum, or in lieu of Bond, the CONTRACTOR may option to have the COUNTY retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the later of the date of final acceptance or the receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment Security Department, and settlement of any liens filed under RCW 60.28. This shall be security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. Proof of the performance and payment bonds must be received by COUNTY within ten (10) days following the execution of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any

COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

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

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

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

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

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

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

18. NONDISCRIMINATION

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

19. DISPUTES

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

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY. However, subcontracting is allowed for Parking Lot Cleaning, Side Walk Cleaning, and Brush Mowing Services Only.

21. ENTIRE AGREEMENT

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

22. NOTICES

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

23. SEVERABILITY

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

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

24. LITIGATION HOLD NOTICE

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

25. PUBLIC RECORDS ACT

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

26. SURVIVABILITY

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

27. BENTON COUNTY BACKGROUND CHECK

a. The CONTRACTOR, its employees, subcontractors, and employees who will be working onsite are required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit D. Successful completion of the background check, as determined by COUNTY, is required prior to the first day of work or entry into the jail. The completed form should be emailed to Linda.Finley@co.benton.wa.us or faxed to 509-222-3745 attention: Linda Finley. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if in the sole discretion of the COUNTY said employees fail the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. Finally, if the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the jail' s custody they must immediately notify jail staff.

b. In addition to the above, prior to performance hereunder, the CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will present themselves, their government issued identification and a check, cash or money order for $34.25 for livescan, or $71.25 if required to ink roll the finger print, to the Records Staff at the Benton County Sheriff's Office. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Undersheriff for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a CONTRACTOR employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the County network and the majority of computers within the Jail and Sheriff's facility.

Prior to performance hereunder, CONTRACTOR, its employees, subcontractors, and their employees shall complete CJIS Online training. This is a web based training accessible from any computer. Contractor shall provide a contact for their company who will monitor and make sure backgrounded employees have completed training.

If this training has been taken previously for another criminal justice agency, it will not need to be repeated as the Records Sergeant will be able to locate the employee names online. CONTRACTOR shall provide Linda Finley at Linda.Finley@co.benton.wa.us the contact information for the individual who will monitor

and ensure employee training is complete. Ms. Finley will then provide this individual with the website and instructions for completing training.

Should the COUNTY determine any individuals performing work hereunder are required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Course and have a fingerprint based criminal history check.

28. CONFIDENTIALITY

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

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date:_____

BENTON COUNTY

_____

Chairman
Benton County Board of County Commissioners

Approved as to Form:

_____

Eric Andrews, Civil Deputy Prosecuting Attorney

Date: 7/22/2020

JOHNSON CONTROL FIRE PROTECTION

_____

Signature

Area Svc Manager

Title:

Cindy Macdonell

PRINTED NAME

Exhibit A: Invitation to Bid

INVITATION FOR BIDS – CB 20-10
FIRE SPRINKLER SYSTEMS INSPECTIONS AND REPAIR SERVICES

TO ALL INTERESTED PARTIES

Benton County (Owner) is soliciting bids for Fire Sprinkler Systems Inspections and As-Needed Service for all Benton County locations. This work will encompass annual tests, inspections and certifications, 5-year inspections in 2021, as-needed maintenance of sprinkler systems and associated systems and equipment, and the supply of parts and equipment.

Knowing that not all contractors can perform 100% of required services, it shall be allowed for the primary contractor to sub-contract portions of work. Sub-contractors shall be clearly identified in the bid response and shall be valid Washington state businesses in good standing. Primary contractor shall be responsible to ensure all work is completed in a timely manner, including work by sub-contractors, completion of background checks, quality of work by sub-contractors and that sub-contractors have all required certifications.

This document and all other documents and materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer to procure services by Benton County. Bids submitted in response hereto shall constitute offers to contract with Benton County, and only upon resolution by the Board of County Commissioners accepting such an offer, and execution of a contract, shall contractual commitments be created. Specifications and bid forms are set forth in the attached documents.

THIS INVITATION FOR BIDS CONSISTS OF THE FOLLOWING EXHIBITS

Exhibit A – Instructions to Bidders
Exhibit B – Bid Proposal Form
Exhibit C – Sample Contract
Exhibit D – Prevailing Wage Information
Exhibit E – Background Check Form

CONDITIONS

Benton County reserves the right to reject all bids and discontinue the bid process if it determines that such course of action is in the best interests of the County. If this course of action is not taken, then bid award will be made to that responsible bidder that submits the lowest bid.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested. No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted.

Bids must be executed by a person or persons legally authorized to execute such documents in behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature.

Bids may be withdrawn upon the written request of the submitter at any time prior to the bid deadline. Notification of withdrawals must be provided by email to the same email listed below. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the bid deadline unless the award of the Contract is delayed for a period exceeding thirty (30) days following the bid deadline. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded.

Each submitter is responsible for contacting Kirk Engle, Facilities Manager (509) 222-2309 or Kirk.Engle@co.benton.wa.us for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of a bid once received and opened.

The Owner hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunities to submit bids, and will not be discriminated against on the grounds of race, color, sex, sexual orientation, handicap, or national origin in consideration for an award.

Bids shall be mailed to or dropped off at the address below, or emailed in pdf format to procurement@co.benton.wa.us. Bids must be received prior to **2:00 pm on Wednesday June 3, 2020**. Bids received after that time and date will not be considered.

The Owner reserves the right to reject any or all bids or to waive minor technical errors in the bidding. No bids shall be withdrawn for a period of 30 days subsequent to the bid deadline without the written consent of the Owner.

BID FORM

Company Name: Johnson Controls Fire Protection LP

Rates for Annual tests and inspections, including the 5-Year, is a lump-sum charge and shall include all additional fees to include mileage, per diem, travel, truck or fuel charges.

Justice Center – 7122 W. Okanogan Place, Kennewick:

Annual Test and Inspections Rates:

for YEAR 1: $ 6,400.00 **for YEAR 2:** $ 6,400.00 **for YEAR 3:** $ 6,400.00

5-Year Inspection Rate for 2021: $ 8,430.00

Benton Franklin Health District Building – 7102 W. Okanogan Place, Kennewick:

This location has 2 wet systems and 1 pre-action system.

Annual Test and Inspections Rates:

for YEAR 1: $ 960.00 **for YEAR 2:** $ 960.00 **for YEAR 3:** $ 960.00

5-Year Inspection Rate for 2021: $ 1,450.00

Benton County Fairgrounds – 1500 S. Oak Street, Kennewick:

This location has 2 wet systems and 1 dry system. The wet systems are in Buildings 2 and 3 and the dry system is in an outdoor pavilion between the two buildings.

Annual Test and Inspections Rates:

for YEAR 1: $ 960.00 **for YEAR 2:** $ 960.00 **for YEAR 3:** $ 960.00

5-Year Inspection Rate for 2021: $ 1,450.00

Wiser Road Shop – 102808 Wiser Parkway, Kennewick:

This location has 1 wet system.

Annual Test and Inspections Rates:

for YEAR 1: $ 320.00 **for YEAR 2:** $ 320.00 **for YEAR 3:** $ 320.00

5-Year Inspection Rate for 2021: $ 430.00

HOURLY RATES FOR AS-NEEDED SERVICES

The number of hours provided in this bid for any AS-NEEDED repairs is an estimate only and is not a guarantee of the number of hours Bidder will perform repairs during the contract term. These estimates are used by the COUNTY solely for the purposes of providing an objective measure in determining the lowest responsible bidder. The total number of hours required for AS-NEEDED repairs outside the contract scope is used by the COUNTY solely for internal purposes.

Hourly Rates for repair/replacement, equipment changes, installations, or other work outside the annual inspections.

Normal Hourly Rates for:	**YEAR 1:**	$ 135.00	**YEAR 2:**	$ 135.00	**YEAR 3:** $ 135.00
Overtime Hourly Rates for:	**YEAR 1:**	$ 202.50	**YEAR 2:**	$ 202.50	**YEAR 3:** $ 202.50
Weekend/Holiday Hourly Rates for:	**YEAR 1:**	$ 270.00	**YEAR 2:**	$ 270.00	**YEAR 3:** $ 270.00

TRAVEL/PER DIEM FEES FOR AS-NEEDED WORK:

Travel/Per Diem Costs, Truck Charges or other dispatch/callout fees for as-needed work:

Rates for YEAR 1: $ 105.00 **Rates for YEAR 2:** $ 105.00 **Rates for YEAR 3:** $ 105.00

Bid Comparison Work Sheet:

Company Name: JCI	YEAR 1 Inspection Rate	YEAR 2 Inspection Rate	YEAR 3 Inspection Rate	2021 5-Year Inspection Rate	Inspection Sub-Total
Justice Center	$ 6,400.00	$ 6,400.00	$ 6,400.00	$ 8,430.00	$ 27,630.00
Health Building	$ 960.00	$ 960.00	$ 960.00	$ 1,450.00	$ 4,330.00
Fairgrounds	$ 960.00	$ 960.00	$ 960.00	$ 1,450.00	$ 4,330.00
Wiser Road Shop	$ 320.00	$ 320.00	$ 320.00	$ 430.00	$ 1,390.00
Inspection Sub-Total:					$ 37,680.00

Annual maintenance Sub-Total amount is the Hourly Rate multiplied by 20 hours. This is for bid comparison only and not a guarantee of hours needed.	Regular Time hourly rate	Annual Maintenance Sub-Total Rate * 20 Hours
Maintenance Rates for YEAR 1	$ 135.00	$ 2,700.00
Maintenance Rates for YEAR 2	$ 135.00	$ 2,700.00
Maintenance Rates for YEAR 3	$ 135.00	$ 2,700.00
Maintenance Sub-Total:		$ 8,100.00
Total Bid Comparison Amount		$ 45,780.00

ADDENDUM ACKNOWLEDGMENT

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

The undersigned hereby declares, under penalty of perjury under the laws of the United States that the following statement is true and correct:

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

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The undersigned hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

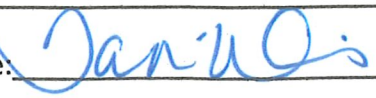
REQUIRED PUBLIC WORKS TRAINING

The undersigned hereby certifies, per RCW 39.04.350 and RCW 39.06.020, the bidder has had L & I training or is exempt from said public works training.

SUBMISSION OF BID

Respectfully submitted this 3 day of JUNE, 2020.

Submitted By: Johnson Controls Fire Protection LP (Name of bidding firm).

Authorized Signature:  (Handwritten signature).

Signed By: Tami Wais (Type or print name).

Title: Customer Care Representative.

Street Address: 10010 E knox Ave Suite 100.

City, State, Zip: Spokane Valley, WA, 99206.

Phone: 509-842-1270

Email: tami.wais@jci.com.

License No.: Johnscf837PB.

UBI No.: 602-113-334.

Washington State Employment Security No.: 011, 629-00.

Federal ID No.: 58-2608861

Sub-Contractor #1: N/A

Sub-Contractor #2: N/A

EXHIBIT C

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

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

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

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

> The Department of Labor & Industries prevailing wage rate website is http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm
>
> The publication date to use is August 29, 2019.
>
> The public works project is located in Benton County.

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

The Facilities Department will mail a hard copy of the wage rates upon request. We can be reached at (509)222-2309 or by email at kirk.engle@co.benton.wa.us

BENTON COUNTY BACKGROUND CHECK
AUTHORIZATION AND RELEASE

I am a <circle all that apply> Contractor Volunteer

Location to obtain access <circle all that apply> BC Jail BC Justice Center

Your Company/Organization Name:

Your Position Title:

Last Name First Name Middle Name Sex: M F

All Other Previous Names Used Date of Birth

Driver's License Number/State Social Security Number

Primary Phone number Alternate Phone number Email address

ACKNOWLEDGEMENT:

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized. I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

AUTHORIZATION AND RELEASE

I hereby authorize Benton County (including but not limited to Personnel Resources Department, Sheriff's Office, Juvenile Justice Center, and/or Prosecutor's Office personnel) to conduct a background check in connection with my application for jail access and/or employment/assignment with Benton County. **I understand that this background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Crime Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending on my employment or assignment, involve fingerprinting. I understand that a more comprehensive background check is required for certain Benton County positions and may include review of records relating to arrests and/or other contacts with law enforcement.**

I hereby authorize and request any person, government entity, law enforcement or criminal justice agency, and/or other organization (public or private) to provide any information and/or records solicited by Benton County in connection with my application for jail access and/or work with Benton County. I hereby release those persons and entities, and Benton County, its elected officials, judges, directors, appointees, managers, employees, volunteers, agents, and assigns, from any and all liability that may result from providing and/or soliciting such information and/or records. A facsimile copy or photocopy of this waiver shall have the same force and effect as a copy with my original signature.

ADVERSE HISTORY INFORMATION

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?

- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?

- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?

  - If answered yes, please describe the circumstances surrounding the incident.

- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

POTENTIAL DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

_____ _____

Signature Date

A minimum of two business days required for processing.

Do Not Write Below This Line

Comments: **COMPLETED BY AND DATE:**

Benton County Jail Sexual Abuse, Sexual Harassment and Sexual Misconduct Information

Staff Sexual Misconduct

The Department maintains a zero tolerance policy with regard to staff sexual misconduct and inappropriate staff/offender relationships. The policy also applies to contract staff, vendors and volunteers. Any Contractor or Volunteer who attempts to or engages in sexual abuse shall be prohibited from further contact with inmates and all allegations of staff sexual misconduct will be investigated and will be referred to law enforcement when appropriate.

What is sexual misconduct?

RCW 9A.44.160, RCW 9A.44.170, and RCW 72.09.225 all contain detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature.

Forms of sexual misconduct include, but are not limited to:

-Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.

-Inappropriate touching between offenders and staff.

-All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.

-Sexual comments and conversations with sexually suggestive innuendos or double *meanings.*

-Display or transmittal of sexually suggestive posters, objects, or messages.

An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.). Because of the imbalance of power between offenders and staff, contractors, vendors and volunteers, there can never be a consensual relationship between offenders and persons working or volunteering for the Department. The law states "consent" is not a defense to prosecution.

A staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate is considered a security threat to the Benton County Jail and the public.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender
- Standing too close to an offender
- Taking up an offender's cause or grievance
- Changing duty assignments of a particular offender
- Getting into conflicts with co-workers over an offender
- Bringing things into the facility for the offender
- Doing favors for an offender's family
- Feeling the effects of major life changes (divorce, etc)
- Believing an offender is indispensable

<u>What can I do to avoid inappropriate staff/offender relationships?</u>

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with any particular offenders
- Do not share your own or other staff person's personal information with our around offenders.
- Do not discuss issues you may have with other staff or management with or around offenders.
- When speaking to offenders about other staff refer to the staff person as Ms. or Mr. or by their title.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

A Duty to Report

Staff, contractors, volunteers, and visitors must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by any staff compromises the security and safety of offenders and the agency. Any staff, including contractors, volunteers, and visitors that fail to report such behavior will be held accountable and sanctioned, possibly with dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

By signing this form I acknowledge that I have received and understand information pertaining to the Benton County Sheriff's Office zero tolerance policy pertaining to sexual assault and sexual harassment of inmates in custody of this agency.

Company:

_____

Printed Name:

_____

Signature:

_____

Date:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/4/20
Subject:	Neogov Contract for Insight Services
Presenter:	None
Prepared By:	Karlee Ainsworth
Reviewed By:	Lexi Wingfield

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

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
■ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	■ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		■ Execute Contract

Summary / Background Information

Resolution 2019-496, awarded Governmentjobs.com a service agreement for Benton County Insight, job posting and applicant services and expired on July 9, 2020. Resolution 2019-721 awarded Governmentjobs.com a service agreement for E-forms, On-Board, and Learn with single sign on integration and has an expiration date of September 30, 2024. The pricing and agreement for the E-forms, On-board, and Learn systems was based on a bundled package that included Insight services. We would like to sign the Governmentjobs.com order form for Insight services under the same terms as the other bundled services in order to maintain the discounts associated with utilizing all of these services through governmentjobs.com.

Fiscal Impact

None

Recommendation

Authorize the Chairman to sign the Governmentjobs.com ordering form specific to Insight Services.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BENTON COUNTY BOARD OF COMMISSIONERS TO SIGN THE GOVERNMENTJOBS.COM DBA: NEOGOV ORDERING FORM FOR INSIGHT APPLICANT SERVICES.

WHEREAS, Resolution 2019-496 awarded Governmentjobs.com a service agreement for Insight services, which is the program used by Benton County to post for and fulfill vacancies within the County; and

WHEREAS, Resolution 2019-496 expired on July 9, 2020; and

WHEREAS, Resolution 2019-721 awarded Governmentjobs.com a service agreement for E-forms, On-Board, and Learn modules with single sign on integration and the pricing and agreement for the E-forms, On-board, and Learn systems was based on a bundled package that included Insight services; and

WHEREAS, Resolution 2019-721 has an expiration date of September 30, 2024 and the contract approved by this resolution includes a clause allowing Benton County to add all modules to the approved terms (co-term) on 7-31-2020; and

WHEREAS, the contract associated with Resolution 2019-721 includes a clause allowing Benton County to add all modules to the approved terms of the contract (co-term) on 7-31-2020; and

WHEREAS, Insight services will have an annual fee of $13,924.58 plus sales tax; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the Neogov ordering form for Insight services at an annual price not to exceed $13,924.58 plus sales tax; and

BE IT FURTHER RESOLVED, that the term of the agreement commences July 9, 2020 and expires September 30, 2024 in connection with Resolution 2019-721.

Dated this_____ day of August, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

cc: HR, Auditor

Prepared by: K. Ainsworth

NEOGOV™

NEOGOV ORDERING FORM

Employee Count: 150	Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com

Customer Information

Customer Name:	Benton, County of (WA)	**Customer Contact Name:**	Lexi Wingfield
Customer Address:	7122 W Okanogan Place, Bldg A Kennewick, WA 99336 USA	**Email Address:**	Lexi.Wingfield@co.benton.wa.us

Fee Summary

Description of Subscriptions		Annual SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Insight Enterprise	(IN)	$13,924.58		$13,924.58
Position Integration	(PI)			
GovernmentJobs.com	(GJC)			
Perform	(PE)			
E-Forms	(EF)			
Onboard	(ON)			
Learn	(LE)			
New Hire Integration	(IG)			
Core HR	(CHR)			
Payroll	(PR)			
Time & Attendance	(TA)			
			Order Total:	$13,924.58

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at https://www.neogov.com/service-specifications, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Homeless Housing
Presenter:	Kyle Sullivan
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan
PA Review, Approval to Form:	☐ Yes A ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Move funds from Contract Services to Administrative Cost to pay professional services for administration and monitoring the 2163 contracts and programs.

Fiscal Impact

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

Recommendation

- Approve the Resolution

Suggested Motion

Approve the line item transfer in the amount of $50,000.00 from the Homeless Housing & Assistance Contract Services fund and transferring it to Administrative Cost in order to pay for professional services for administration and monitoring the 2163 contracts and programs.

Kyle Sullivan, Manager

Benton County Dept. of Human Services

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HOMELESS HOUSING FUND NUMBER 0154.101

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: t.mckeirnan

McKeirnan

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr:

Fund Name: Homeless Housing | Fund Nbr: 0154.101

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
565.400	4102	Contract Services	$50,000	565.400	9108	Administrative Cost	$50,000
TOTAL			$50,000	TOTAL			$50,000

Explanation:

Moving funds from Contract Services to Administrative Cost to pay professional services for administration and monitoring the 2163 Contracts and Programs.

Prepared by: Tammy McKeirnan | Date: 7/22/20

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Rescind Resolution 2020-299 and Approve a 60-Month Lease Agreement for one Ricoh IMC300 from Ricoh USA, Inc. for the Benton County Public Works Shop Wiser Parkway Location
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 April 28, 2020, the Board signed Resolution 2020-299 authorizing a lease agreement for a copier from Ricoh USA, Inc for one Ricoh IMC2000 for the Benton County Public Works Wiser Parkway location. However, Ricoh ordered the wrong copier. Ricoh has since canceled the lease for the IMC2000 copier and has approved a new lease for an IMC300 copier. Ricoh USA, Inc. is a State approved contracted vendor under NASPO WA – LEAD PA 06619, State Contract Agreement 140602.

Fiscal Impact

Amount: **60-month lease. $48.73 per month, $0.0121 per Black & White copy and $0.0631 per Color copy without WSST**

Fund: **Public Works approved 2019-2020 budget**

Recommendation

Information Technology recommends that the Board rescind Resolution 2020-299 and approve a 60-month lease agreement for one Ricoh IMC300 from Ricoh USA, Inc. for the Benton County Public Works Wiser Parkway location.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION 2020-299 AND APPROVING A 60-MONTH LEASE AGREEMENT FOR ONE IMC300 COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY PUBLIC WORKS SHOP WISER PARKWAY LOCATION

WHEREAS, on April 28, 2020, per Resolution 2020-299, the County entered an agreement with Ricoh USA, Inc. for one Ricoh IMC2000 Copier located at the Benton County Public Works Wiser Parkway location; and

WHEREAS, after Resolution 2020-299 was approved, Ricoh delivered the wrong copier and has since canceled the 60-month lease for one IMC2000 copier, see Exhibit A; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2012-677, Section 7 allows the County to enter into a written Intergovernmental Cooperative Purchasing Agreement with the State of Washington, signed on June 11, 2013 per Resolution 2013-431; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #140602, NASPO ValuePoint Copiers & Managed Devices, Washington Master Contract Number 06619; and

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the leasing of the following copiers: one IMC300 copier; and

WHEREAS, the total monthly maintenance and lease agreement amount shall be paid in accordance with lease agreement attached hereto including all maintenance and supplies, except for paper, the cost of black/white and color copies for amount not to exceed $48.73 per month without WSST; and

WHEREAS, charge per page is $0.0121 per black/white and $0.0631 per color for the IMC300 copier; and

WHEREAS, attached hereto is the lease agreement and proposal, along with a copy of the Washington State Contract Agreement #140602, NASPO ValuePoint Copiers & Managed Devices, Washington Master Contract Number 06619 (Exhibit A); and

WHEREAS, the Prosecuting Attorney's office Civil Division has reviewed and approved to form this lease agreement; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, are hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Agreement #140602, ValuePoint Copiers, Printer & Related Devices, Washington Master Contract Number 06619; and

Orig: Information Technology
cc: Auditor, Public Works

Prepared by: R. Heard

BE IT FURTHER RESOLVED said lease shall commence upon signature for 60 months at an amount not to exceed $48.73 per month, plus $0.0121 per black/white and $0.0631 color charges per page without WSST for one Ricoh IMC300 copier for the Benton County Public Works Wiser Parkway location.

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, Public Works

Prepared by: R. Heard

LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: 06619
Vendor Contact: Abraham Gerving
Vendor Contact Phone: 971.708.8507
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #140602; NASPO Copiers, Printer & Related Devices LEAD PA 06619.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:
Benton County Public Works
102808 Wiser Pkwy
Kennewick, WA 99338

BillTo:
Benton County Information Technology
PO Box 608

Prosser, WA 99350

Estimated Delivery Date: 8/31/2020

Line/Model	Description	Term	Unit Price	Total Lease Amount
1	One Ricoh IMC300 Model	60 Months	48.73	2,923.80
2	One Ricoh IMC300 Enable secure print	60 Months		-
3	One Ricoh IMC300 Enable Follow Me Print	60 Months		-
4	One Ricoh IMC300 Support mobile devices w\ Mobile App	60 Months		-
5	One Ricoh IMC300 Scan to searchable PDF	60 Months		-
6	One Ricoh IMC300 Apply filename to scan	60 Months		-
7	One Ricoh IMC300 Convert scan to supported formats	60 Months		-
8	One Ricoh IMC300 Name scanned document when scening	60 Months		-
9	One Ricoh IMC300 Scan to email	60 Months		-
10	One Ricoh IMC300 Convert scan to supported formats	60 Months		-
11	One Ricoh IMC300 NeOnerk & Scan Connect-Seg BC2	60 Months		-
12	One Ricoh IMC300 B&W Click Charge per page is .0121	60 Months		-
13	One Ricoh IMC300 Color Click Charge per page is .0631	60 Months		-
				-
				-
				-
				-
				-
				-
		monthly subttl	48.73	-

HANDLING=	-
SUB TOTAL=	2,923.80
SALES TAX=	251.45
TOTAL ORDER=	3,175.25

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $48.73 excluding WSST plus B&W charges of $.0121/page and Color charges of $.0631 page. Vendor will bill the County monthly at the rates provided herein payable by the County thirty (30) days upon receipt.

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #140602 NASPO Valuepoint Copiers, Printer & Related Devices LEAD PA 06619.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #140602 NASPO Valuepoint Copiers, Printer & Related Devices LEAD PA 6619.
2. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Assistant Manager
Address: 620 Market Street, Prosser, WA 99350

Phone: 509.786.5603
Fax: 509.786.5601

Approved as to Form (Civil Deputy Prosecutor): _____

(Lease Agreement - Ricoh USA Page 2)

By signing in the space provided, the parties herby acknowledge the following:

1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Patrick Purcell Title: Vice President Managing Director Date: July 21, 2020

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Exhibit A

LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. 2020-299

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: 06619
Vendor Contact: Abraham Gerving
Vendor Contact Phone: 971.708.8507
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #140602; NASPO Copiers, Printer & Related Devices LEAD PA 06619.

Ship To:
Benton
102808
Kennew

Bill To:

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

CANCELED

Line				
4	One Ricoh IMC2000 Support mobile devices w\ Mobile App	60 Months		-
5	One Ricoh IMC2000 Scan to searchable PDF	60 Months		-
6	One Ricoh IMC2000 Apply filename to scan	60 Months		-
7	One Ricoh IMC2000 Convert scan to supported formats	60 Months		-
8	One Ricoh IMC2000 Name scanned document when scaning	60 Months		-
9	One Ricoh IMC2000 Scan to email	60 Months		-
10	One Ricoh IMC2000 Convert scan to supported formats	60 Months		-
11	One Ricoh IMC2000 NeOnerk & Scan Connect-Seg BC2	60 Months		-
12	One Ricoh IMC2000 B&W Click Charge per page is .0077	60 Months		-
13	One Ricoh IMC2000 Color Click Charge per page is .052	60 Months		-
				-
				-
				-
				-
				-
				-
		monthly subttl	105.14	-
			HANDLING =	-
			SUB TOTAL =	6,308.40
			SALES TAX =	542.52

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be ~~$105.67~~ excluding WSST plus B&W charges of $.0077/page and Co
month
days u

CANCELED

This Le
conditi
Copier

In case
1. The
Valuepoint Copiers, Printer & Related Devices LEAD PA 6619.
2. This Lease Agreement
Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

Phone: 509.786.5603
Fax: 509.786.5601

Approv

(Lease A

By sign

CANCELED

2) The person executing his Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Grant Lawson Title: Region Vice President, West Date: April 20, 2020

Vendor

CANCELED

Chairm
Benton
Board

Membe
Benton
Board

Member
Benton County
Board of Commissioners: _____ Date: 4-28-2020

DocuSign Envelope ID: C5FBEEE9-B07D-4266-B2B0-7661F2428F42

RICOH

EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	BENTON, COUNTY OF				
Contact Name:	Robert Heard			Phone:	(509)786-5603
Address:	102808 WISER PARKWAY			City:	KENNEWICK
State:	WA	Zip:	99338	Fax/Email:	robert.heard@co.benton.wa.us

CANCELED

This Authori
This Authori
by Customer
equipment is
will set forth
request issu
either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

☑Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby relea
or relating t

CANCELED

CUSTOMER

Signature:

Name:

Title: CHAIRMAN

Date: 4-28-20

Title: Region Vice President, West

Date: 4/22/2020

\i1\Initials

Benton County (Road Department)

Business Services Proposal

RICOH
imagine. change.



PREPARED BY:
Abraham Gerving, Account Manager
Phone: 360.241.0812
Email: abraham.gerving@ricoh-usa.com

About Ricoh

For over 80 years, Ricoh has transformed the way people work with breakthrough technologies that help businesses innovate and grow. Our focus has always been to envision what the future will look like so that we can help prepare you for success. Today, that means improving workplaces using innovative technologies & services enabling individuals to work smarter.

Learn more:
ricoh-usa.com/about-us

Video: Ricoh is empowering digital workplaces

"Ricoh's team is always there when we need them. And they understand and respect what we do, so they work diligently to resolve issues quickly."

Oregon based
Non-profit Organization

Executive Summary

Proposed Solution

The attached proposal includes the following:

- Ricoh IM C300F
- New 60-month lease
- Return Ricoh IM C2000
- HDD Removal – Ricoh MP C306SPF
- Quoted from NASPO WA - LEAD 140602 PA 06619

Proposed Solutions – Road Department

Ricoh IM C300F



- 31 PPM - B&W/Color
- Copy/Print/Scan/Fax
- 1200 x 1200 dpi max resolution
- 1 x 250 Sheet Paper Trays
- 1 x 100 Sheet Bypass Tray

Equipment Investment	
Equipment	**60 Month Lease**
Ricoh IM C300F	$48.73/mo
B/W Service Rate	$.0121 per click
Color Service Rate	$.0631 per click

Included in Monthly Fee	
Agreement Includes	• Deliver & Installation • Operator training • Toner, parts, and labor included with service

RICOH
imagine. change.

Maximizing Customer Experience with Ricoh

One of the industry's largest services networks of **over 12,000 field based employees**

State-of-the-art automated cloud dispatch program brings together the right technician with the right parts and keeps you appraised of status

Support personnel who possess the **professional certifications** to work effectively in your environment and resolve issues quickly

Ricoh's Technology Support Services Center provides **24/7 customer support** for hardware devices as well as application software that's part of your solution

- Onsite service
- Self-help global knowledgebase
- Customer help desk
- Dispatch via web

MyRicoh online customer service portal that allows you to submit and manage service requests, submit meter reads, order supplies and even chat live with our support team







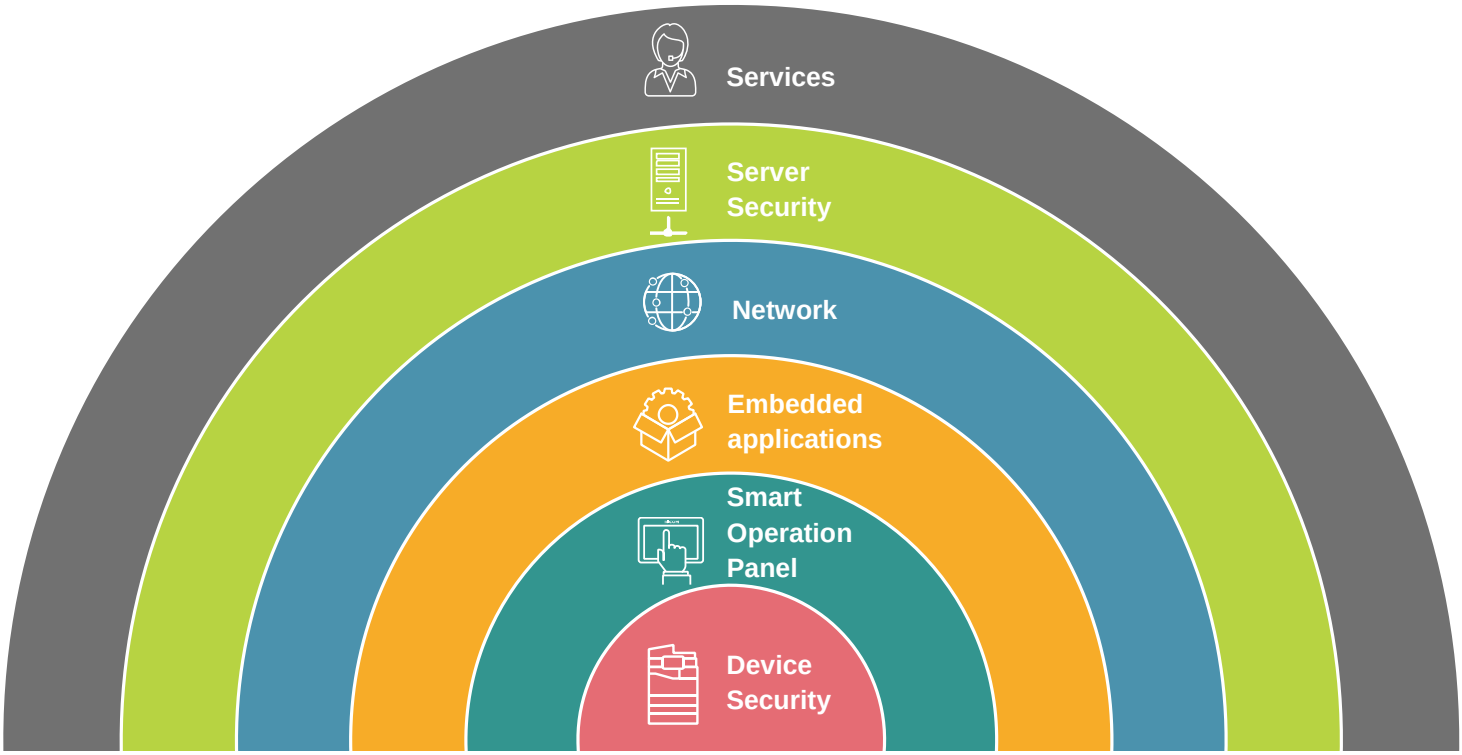


Our Technology Services team has received the **NorthFace ScoreBoard Award (SM)** for customer satisfaction. This award recognizes organizations who not only offer exemplary service to their customers, but who also center their existence on a deep commitment to exceeding customer expectations and is solely based on the **Voice Of the Customer** satisfaction ratings for our Technology Services function.

RICOH
imagine. change.

Learn more

Ricoh’s layered approach



Security threats are no longer limited to personal computers, servers or networks. Superior technology, commitment and know-how are essential. Ricoh can help you tackle potential issues caused by vulnerabilities in your devices, the data they process and the networks to which they connect.

Device Security

- ISO 15408 / IEEE 2600 certifications
- Ricoh-only Operating System
- Hard Disk Encryption
- DataOverwriteSecurity System (DOSS)
- Digitally signed firmware updates

Network (Transport & Data Layers)

- Leverage & comply with customer’s network security policies & measures
- End to end encryption of scan and print files to protect against “man in the middle”

Smart Operational Panel (User Interface)

- Ricoh only unique OS
- Unnecessary tools and components, tools with known issues are not installed
- Linux Kernel and Services are customized
- Root access is not available

Server Security

- Leverage & comply with customer’s server security policies & measures
- Encrypted files
- Segregation of administrator and user rolls roles

Embedded Applications

- Providing extended features such as authentication, secure print, scan & capture, encryption and workflow
- Tested, compatibility certified and digitally signed by Ricoh

Services

- Security Optimization Services
- ITIL (Information Technology Infrastructure Library) & ISO certified service processes
- Security Incident & Response Team
- End of Life Disposal Services
- Security beyond the device with Information Governance services

RICOH imagine. change.

RICOH SECURE

Washington State Department of Enterprise Services

Contract number 05214 – NASPO Copiers, Printer & Related Devices

Led by Nevada, NASPO ValuePoint formerly WSCA-NASPO Master Agreement #3091

Date Issued: January 18, 2018
Effective Date: January 18, 2018

Contractors Names:
Canon USA, Inc.
Hewlett Packard
Konica Minolta Business Solutions USA, Inc.
Ricoh USA, Inc.
Sharp Electronics Corporation
Xerox Corporation
Toshiba

Maximum Term Date:	December 31, 2019
Contract Manager:	Breann Aggers
Email:	breann.aggers@des.wa.gov
Phone:	(360) 407-9416
Purpose:	**18 Jan: Update Sharp Electronics Corporation manufacture contact information.**

The NASPO Copiers, Printers and Related Devices contract was awarded by "Group". Groups are described below:

GROUP	DESCRIPTION
A	**Convenience Copiers -** A machine that makes exact paper copies of printed or graphic materials in black and white only.
B	**Production Copiers** - A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.
C	**Wide Format** - A printer that prints larger that 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.
D	**Printers** - Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience.
E	**Digital Duplicators** - High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy.
F	**Scanners** - A device used to convert paper documents into digital images

Awarded Contractors	Group	WA Participating Addendum's
Canon USA, Inc. **Dave Rothauser** (631) 330-5443 isgbidadmin@cusa.canon.com	A, B, C, D, F	**CANON PA**
Hewlett Packard **Debra Lee** (847) 537-0344 debra.lee@hp.com	D	**HP PA**
Konica Minolta Business Solutions USA, Inc. **Jack Dixon** 703-760-3584 jack.dixon@kmbs.konicaminolta.us	A, B, D	**KONICA MINOLTA PA**
Ricoh USA, Inc. **Todd Marron** (503) 747-6653 todd.marron@ricoh-usa.com	A, B, C, D, E	**RICOH PA**
Sharp Electronics Corporation **Anthony Massey** (303) 601-1931 MasseyA@Sharpsec.com	A, B	**SHARP PA**
Xerox Corporation **Rachael Jones Turner** (310) 258-6266 Rachael.Jones@Xerox.com	A, B, D	**XEROX PA**
Toshiba **Christina Fisher** (949) 462-6325 Christina.fisher@tabs.toshiba.com	A	**TOSHIBA PA**

Basic Contract information is below. Each Vendor may have specific requirements that are different based on their Agreement with NASPO and Washington's Participating Addendum. For Vendor specific information please see the documents on page 2 and 3 of this Current Contract Information (CCI).

1 DEALERS/DISTRIBUTORS

All equipment, accessories and software provided under this Contract may be installed, serviced and billed through each Manufacturer's local dealers or directly from the Manufacturer. A complete list of Authorized Dealers by Manufacturer is listed in Appendix A. Contractor shall provide the Contract Administrator for the Participating State a list of all such local dealers, including the following dealer information:

- Company Name
- Company Address
- Company Phone Number
- Primary Contact Name, email address, phone number
- Alternate Contact Name, email address, phone number

2 PURCHASING OPTIONS

Any equipment acquired under this contract must follow the Office of Financial Management (OFM) Statewide Administrative & Accounting Manual (SAAM) policy 30.20.

Contractor shall offer only the following financial vehicles, as defined in the NASPO ValuePoint RFP 3091 and modified immediately below:

2.1 Cancelable Rental - A cancelable rental shall meet the financial requirements of an Operation Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term with or without penalty.

2.2 Capital Lease

A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria:

- The lease term is greater than 75% of the property's estimated economic life.
- The lease contains an option to purchase the property for less than fair market value.
- Ownership of the property is transferred to the Customer at the end of the lease term.
- The present value of the lease payment exceeds 90% of the fair market value of the property.
- Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.

2.3 Fair Market Value Lease - The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.

2.4 Non-Cancelable Rental - The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer.

The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.

2.5 Operational Lease - Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.

2.6 Short Term Rental - A Short Term Rental shall:

- Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term.
- Not exceed a total term of 18 months for Used or Refurbished devices.

3 PAYMENT TO THE CONTRACTOR

Contractors are required to be registered in the Washington Statewide Vendor Payee system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Department of Enterprise Services (DES) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/statewideVendors.aspx and submit your form as instructed.

4 OVERPAYMENT TO THE CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within 30 days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

4.1 ADVANCED PAYMENT PROHIBITED

No advance payment shall be made for goods or services furnished by Contractor pursuant to this Contract.

5 Equipment End of Life/Term

Hard Drive – All Manufacturers do not handle the removal of the hard at the equipment's end of life in the same manner. For specifics regarding each Manufacturer's process and any costs associated with the removal/destruction of the hard drive, see their NASPO ValuePoint Master Agreement.

Equipment Removal – All Manufacturers do not handle the removal of equipment at the end of term in the same manner. For specifics regarding each Manufacturer's process and any costs associated with the removal of equipment at the end of term/life, see their NASPO ValuePoint Master Agreement.

Purchasing "Used" Equipment – For information regarding the purchase of used equipment at the end of the equipment's life, see the following link: http://www.tre.wa.gov/government/leasePurchaseProgram.shtml.

6 DEDICATED CONTRACT WEBSITE

Contractor shall maintain an internet website dedicated to the Participating State. In addition to the items listed in the NASPO ValuePoint Master Agreement, the dedicated website shall include:

Identification of the NASPO ValuePoint Master Agreement and Participating State's Participatory Addendum by title and number,
Name and contact information for the Participatory State's Contract Administrator,
Contractor contact information, Contractor's single point of contact for contract administration, orders for product and service, and problem resolution, and On-line order processing.

7 ENVIRONMENTAL REQUIREMENTS

No equipment shall contain polybrominated biphenyls (PBB) or diphenyl ethers (PBDE) fire retardants or other identified persistent bioaccumulative toxic substances (PBT's), or rely on PBT's in their operation or maintenance. All equipment shall must meet US EPA Energy Star Program (Tier II for standard size and Tier III for large format compliant) requirements or otherwise be compliant with program requirements

8 TAXES, LICENSES, AND FEES

8.1 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.

8.2 COLLECTION of RETAIL SALES and USE TAX

In general, Contractors engaged in retail sales activities within the Participating State are required to collect and remit sales tax to the Washington State Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to the DOR if the activity carried on by the seller in the Participating State is significantly associated with Contractor's ability to establish or maintain a market for its products in the Participating State. 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; or
- Maintains an in-state inventory or stock of goods for sale; or
- Regularly solicits orders from Purchasers located within the Participating State via sales representatives entering the Participating State; or
- Sends other staff into the Participating State (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

Department of Revenue (DOR) Registration for Out-of-State Contractors
Out-of-state Contractors meeting any of the above criteria must register and establish an account with the DOR. Refer to WAC 458-20-193 and call the DOR 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 Participating State are responsible for paying this tax, if applicable, directly to the DOR.

8.3 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 the resulting Contract.

8.4 Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington 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.

9 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator of the Participating State.

10 PROTECTION of PURCHASER's CONFIDENTIAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public

or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. 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 Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, 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 who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Review of Contractor's Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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

11 AUDIT

The State reserves the right to audit, or have a designate third party audit, all records of Contractor or its Subcontractors relating to Contractor's or Subcontractor's performance under this Contract, to ensure appropriate contract activity, to verify that the State has been properly invoices, or to comply with any other contract requirements.

Any remedies available under this Contract or allowed by law to recover monies determined owed will be enforced, including the full cost of any third-party audits, should any breach occur. Repetitive instances of incorrect invoicing or any instance of any non-authorized contract activity may be considered material breach and cause for contract suspension and/or termination.

12 NON-ENDORSEMENT and PUBLICITY

Neither the Participating State nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Participating State or any of its Purchasers in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent from the Contract Administrator of the Participating State.

13 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the Participating State, and the venue of any action brought hereunder shall be in the County of Thurston, State of Washington.

14 INDEPENDENT STATUS of CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent Contractor relationship will be created by this Contract. The employees or agents of one party shall not be

deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

ACRONYMS/DEFINITIONS

The following acronyms and definitions apply to this Request for Proposals (RFP) and any subsequent contracts.

Acronym	Description
Acceptance	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
Acceptance Testing	The process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance of the NASPO ValuePoint Master Agreement Terms and Conditions, prior to Acceptance by the Purchasing Entity.
Accessory	Any item that may be added to the base marking engine.
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Authorized Dealer ("dealer")	Authorized dealer (hereafter referred to as "dealer") will be defined as a manufacturer's authorized sales and service center that must be certified by the manufacturer to sell the manufacturer's products, perform machine installation and maintenance on machines offered by the manufacturer at the time of bid. A Customer must be able to, at a minimum, be able to visit the sales and service center to view and test models. This term encompasses "Value Added Resellers (VARs), Distributors, Resellers, Local Dealers, Partner, Franchise, etc."
Awarded Vendor	The organization/individual that is awarded and has an approved contract from the State of Nevada for the services identified in this RFP.
BOE	State of Nevada Board of Examiners
Cancelable Rental	A cancelable rental shall meet the financial requirements of an Operation Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term with or without penalty.
Capital Lease	A capital lease is classified by the Customer as a purchase and must meet one or more of the following criteria: • The lease term is greater than 75% of the property's estimated economic life. • The lease contains an option to purchase the property for less than fair market value. • Ownership of the property is transferred to the Customer at the end of the lease term. • The present value of the lease payment exceeds 90% of the fair market value of the property. • Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.

<table>
<tr><th>Acronym</th><th>Description</th></tr>
<tr><td>Confidential Information</td><td>Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).</td></tr>
<tr><td>Contract Approval Date</td><td>The date the State of Nevada officially approves and accepts all contract language, terms and conditions as negotiated between the State and the Awarded Vendor.</td></tr>
<tr><td>Contract Award Date</td><td>The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.</td></tr>
<tr><td>Contractor</td><td>The company or organization that has an approved contract for delivering Products or performing services under the terms and conditions set for in the NASPO ValuePoint Master Agreement. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.</td></tr>
<tr><td>Cross Reference</td><td>A reference from one document/section to another document/section containing related material.</td></tr>
<tr><td>Customer</td><td>State governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.</td></tr>
<tr><td>Division/Agency</td><td>The Division/Agency requesting services as identified in this RFP.</td></tr>
<tr><td>Embedded Software</td><td>One or more software applications which permanently reside on a device.</td></tr>
<tr><td>Engineering Drawing Sizes</td><td>The following engineering drawing sizes will be utilized:
<table>
<tr><th colspan="2">U.S. Customary Drawing Sizes</th></tr>
<tr><td>A</td><td>8.5” x 11”</td></tr>
<tr><td>B</td><td>11” x 17”</td></tr>
<tr><td>C</td><td>17” x 22”</td></tr>
<tr><td>D</td><td>22” X 34”</td></tr>
<tr><td>E</td><td>34” X 44”</td></tr>
</table></td></tr>
<tr><td>EPEAT</td><td>Electronic Product Environment Assessment Tool. EPEAT registered means products that have been decaled to meet the requirements of IEEE 1680.2, Standard for Environmental Assessment of Imaging Equipment.</td></tr>
<tr><td>Equipment Downtime</td><td>Equipment downtime will be defined as the period of time a piece of equipment is waiting for service to be completed.</td></tr>
<tr><td>Equipment Functions and Options</td><td>The following definitions shall prevail for the various copier functions and options:

Automatic Document Feeder (ADF) – An accessory that “holds a stack of originals and feeds them automatically, one at a time to the exposure glass for scanning/copying.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.
Automatic Exposure Selection (AES) – “The exposure is adjusted automatically when copying from originals with different background shadings.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.
Automatic Magnification Selection (AMS) – “After detecting the correct size of each original document, the copier automatically calculates the correct magnification (zoom) ratio to fit the paper size selected by the operator.” – Buyers Laboratory Inc., 2003 Multifunction Specification Guide.
</td></tr>
</table>

Acronym	Description
	• Automatic Paper Selection (APS) – "A built-on sensor detects the size of the original and the copier selects the proper paper size." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Automatic Tray Switching (ATS) – "A feature that enables a copier to automatically switch from a depleted paper source to another in the midst of a copy job, effectively increasing overall productivity." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Automatic Start (AS) – "Copiers with this feature may be programmed for a job by the user before the copier is warmed up. Once programming is complete, the user presses the print (start) button and the machine automatically begins copying after warm-up temperature is attained." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. • Base Cabinet – A base cabinet is utilized for a console device in order to utilize the device as a standalone unit (resting on the floor) instead of a paper-feed unit. • Paper-Feed Units – "Expands the paper capacity by providing two or more additional paper sources (cassettes, drawer or trays)." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. Additionally, paper-feed units act as a support for base units to utilize the device as a standalone unit (resting on the floor) instead of a base cabinet. For Segments 2 (console), 3 and 4, the paper-feed units include a minimum of two (2) paper cassettes, drawers or trays. • Bypass Paper Supply – "A side opening tray into which copying materials" (Buyers Laboratory Inc., 2003 Multifunction Specification Guide) may be inserted for the use of copying onto. A bypass paper supply will be configured for multiple sheets of copying material. • Data Security Kit – The kits and software required to enable the encryption of all data written to the hard drive. • Finisher – An accessory "that delivers finished (stapled) sets into an offset catch tray(s)." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. Additionally, finishers are subdivided into the following classifications: o Advanced Finisher – A finisher that is free standing from the output device, offers at a minimum 50 page multi position stapling capacity and can be configured with any combination of three-hole punching and saddle stitch finishing (booklet making). o Basic Office Finisher – A finisher that is free standing from the output device and offers at a minimum, 50 page stapling capacity. o Internal/Wing Finisher – A finisher that either is internal to the device or is an attachment to the output side of the device and offers at a minimum, 25 page stapling capacity. Wing finishers are not free standing by original manufacturing design and rely on the output device for

Acronym	Description
	support. • Network Connectivity Kit – All parts, boards and software (internal to the machine) to sufficiently enable the copier to network print, scan to network folder, scan to e-mail (including server based or POP3) and scan to desktop. • Network Security Kit – All necessary parts and software to enable encrypted communications between print drivers and a copier including any necessary specialized print drivers • Post Process Insertion Unit – An accessory that allows for the insertion of substrates without requiring the material to be fused. • Reversing Automatic Document Feeders (RADF) – A feeder that performs the same functions as an ADF with the added capability to automatically invert (turn) a two-sided original to copy material off of both sides. • Scan Speed – The speed a device scans originals through the document feeder at 600 x 600 DPI resolution or better.
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
Exception	A formal objection taken to any statement/requirement identified within the RFP.
Fair Market Value Lease	The customer may purchase the device at the end of the term at the then Fair Market Value. All fair market value leases shall have an end of term buyout to own value that is determined by the then current market price. Such leases shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value must be disclosed to the Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
First Time Fix	The measurement of a successful service and technical support call is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.
Goods	The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", "devices", and "commodities", as those terms are used in NRS Chapter 333.
Inside Delivery	A predetermined inside location for installation of purchased, rented or leased devices.
Intellectual Property	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
LCB	Legislative Counsel Bureau
Lead State	The State conducting this cooperative procurement, evaluation, award, and administering any resulting Master Agreements on behalf of the NASPO ValuePoint Cooperative Purchasing Program.
Lease of Equipment	For financial accounting purposes, a lease for equipment in any resulting contract is one which: • Does not meet the criteria of a finance lease as defined by SSAP 21. Risk and

Acronym	Description
	rewards of ownership lie with the Awarded Vendor and/or; • The Customer cannot be liable for an residual risks associated with the assets and/or; • An operating lease is accounted for by the Customer without showing an asset (for the equipment) or a liability (for the lease payment obligations) on its balance sheet and/or; • Periodic payments are accounted for by the Customer as operating expenses for the period.
Lemon Clause	Lemon laws are American state laws that provides a remedy for purchasers of consumer goods in order to compensate for products that repeatedly fail to meet standards of quality and performance. The rights afforded to consumers by lemon laws may exceed the warranties expressed in purchase contracts. Lemon law is the common nickname for these laws, but each state has different names for the laws and acts.
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
Manufacturer	Defined as a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets multifunction devices. The manufacturer's original OEM name shall appear on the device from the original point of manufacturer, even if labeled by a third party.
Manufacturer Suggested Retail Price (MSRP)	List price or recommended retail price of a product is the price which the manufacturer recommends that the retailer sell the product. MSRP is pricing provided to Buyers Laboratory Inc. (BLI) by manufactures.
Master Agreement	The underlying agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us.
Newly Manufactured	"Units that have not been previously used and are currently being marketed by the manufacturer." – Buyers Laboratory Inc., 2003 Multifunction Specification Guide. New machines consist of all new or remanufactured parts with no used parts or components and the marking engine must be new and not used or remanufactured. New devices have never been under lease or placed as a demonstration or test machine, since original manufacture.
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
Non-Cancelable Rental	The customer may not purchase the device at the end of the initial, or any subsequent renewal term. All non-cancelable rentals shall not have a buyout to own option and all Customers will be remitting payment for the usage of the device only. Such rentals shall be subject to monthly payment reduction by the Awarded Vendor upon renewal, based upon the depreciated value. The depreciated value shall never reach a value that would result in the transfer of the asset to the Customer. The depreciated value must be disclosed to the

Acronym	Description
	Customer at the time of the renewal; and the renewal rate is subject to the same terms and conditions under the contract with the Awarded Vendor.
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us.
Operational Lease	Operational lease is used to acquire devices on a relatively short term basis with no benefit of ownership to the lessee; no buy-out will be considered.
Order or Purchase Order	Any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
Participating Addendum(PA)	A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.
Participating Entity	A state, or other legal entity, properly authorized to enter into a Participating Addendum.
Participating State	A state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.
Participating State Contract Administrator	Each state shall assign a Contract Administrator all state acquisitions and shall define the Contract Administrator for political subdivision acquisitions if different from the Contract Administrator.
Product	Any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to the Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Power Protection	A device that provides the following protection for power irregularities for smaller voltage machines (up to 15 amps):
	• Fax/Modem Protection:
	  ○ In/Out RJ11 modem jacks
	  ○ FCC Registration numbers must be marked on each unit
	  ○ Must contain automatic re-settable fuse in protection circuit
	  ○ Must incorporate a wideband DSL filter
	• Network Protection:
	  ○ In/Out RJ45 modular jacks
	  ○ ETL Verified to TIA/EIA-568-B.2 Cat5e standard
	• Frequency Attenuation:
	  ○ Normal Mode: 30 dB min, 45 kHz – 23 MHz
	  ○ Common Mode: 30 dB min, 20kHz – 30 MHz
	• Remnant voltage, IEEE C62.41 Cat. B Impulse, neutral-ground: 50 Volt peak max.
	• UL Suppressed Voltage Rating of 330 volts on all modes.
	• Unit must operate in continuous mode – no over voltage shut off disconnect.
	• Unit must not provide power if wall outlet is reversed wired, not properly grounded or missing.
	• Minimum of 3 AC receptacles, including 1 flexible (“pigtail”) outlet.

Acronym	Description
	• UL Listed and marked on each product.
Proposal	The official written response submitted by a Vendor in response to this RFP.
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
Public Record	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
Purchasing Entity	A state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.
Refurbished	A product which received major maintenance (and/or minor repair) including the replacement of all normal parts subject to wear during the normal course of use.
Remanufactured	The process of disassembling products known to be worn or defective that can be reused or brought up to OEM specification by: cleaning, repairing or replacing in a manufacturing environment and; then reassembled to sound working condition, and tested. The remanufactured product is ready for a second life, performing as new. A product is considered remanufactured if: • Its primary components come from a used product. • The used product is dismantled to the extent necessary to determine the condition of its components. • The used product's components are thoroughly cleaned and made free from rust and corrosion. • All missing, defective, broken or substantially worn parts are either restored to sound, functionally good condition, or they are replaced with new or remanufactured parts. • The product is in sound working condition from machining, rewinding, refinishing or other operations that are performed as necessary. • The product is reassembled, tested, and a determination is made that it will operate like a new product.
Response Time	This time starts with the original service call into the dealer or manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications.
RFP	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8); including all parts, sections, exhibits, attachments and amendments.
Service Base Location	The place of business where, as a regular course of business, the manufacturer or dealer provides the warehousing of parts and training for service technicians.
Service Call	An on-site technician visit due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.

<table>
<tr><th>Acronym</th><th>Description</th></tr>
<tr><td>Service Response Time</td><td>The time required to solve a service call beginning from the time the call is logged with the Awarded Vendor until either an Authorized Service Technician arrives on-site or the issue is resolved through the Awarded Vendor’s phone support.</td></tr>
<tr><td>Service Zone</td><td>The following table provides the definitions for three separate Service Zones based on the distance from the Awarded Vendor’s closest Service Base Location:

<table>
<tr><td>Service Zone</td><td>Definition</td></tr>
<tr><td>Urban</td><td>Within a 60 mile radius of closest Service Base Location, within 60 miles of the State Capital or within 60 mile radius of a Metropolitan Statistical Area.</td></tr>
<tr><td>Rural</td><td>Outside a 60 mile radius from closest Service Base Location, the State Capital or a Metropolitan Statistical Areas.</td></tr>
<tr><td>Remote</td><td>Areas inaccessible via road from any Urban or Rural Service Zone regardless of distance.</td></tr>
</table></td></tr>
<tr><td>Shall</td><td>Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.</td></tr>
<tr><td>Short Term Rental</td><td>A Short Term Rental shall:

Meet the financial requirements of an Operational Lease but shall be cancelable given 30 days written notice to the Awarded Vendor at any point during the rental term.

Not exceed a total term of 18 months for Used or Refurbished devices.</td></tr>
<tr><td>Should</td><td>Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.</td></tr>
<tr><td>SSAP 21</td><td>The Statements of Statutory Accounting Principles (SSAP) are a set of accounting regulations prescribed by the National Association of Insurance Commissioners for the preparation of an insuring firm's financial statements.</td></tr>
<tr><td>State</td><td>The State of Nevada and any agency identified herein; and any other state who has executed a Participating Addendum to any subsequent contract resulting from this RFP.</td></tr>
<tr><td>Subcontractor</td><td>Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.</td></tr>
<tr><td>Trade Secret</td><td>Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.</td></tr>
<tr><td>Type of Devices</td><td>The following definitions of the types of copiers and printing devices will prevail:

A) Copiers Black & White – A machine that makes exact paper copies of printed or graphic materials in black and white only.

B) Copiers Color – A machine that makes exact paper copies of printed or graphic materials in black and white and more than one color.

C) Wide Format Devices – A printer that prints larger that 11x17 paper, which typically use ink jet technology to print on a variety of output mediums.</td></tr>
</table>

Acronym	Description
	D) Printers (Color and Black & White) – Device does not copy as the primary function and does not allow 11x17 paper. Printer shall include an inkjet or laser-printer print engine. Printer equipment may include the function of network printing as the primary function and the functionalities of copying/scanning/faxing (or e-fax) as a convenience. E) Digital Duplicator – High production device with a stencil ink and a drum. Devices making use of templates to create large volume of documents quickly at the lowest cost per copy. F) Scanners – A device used to convert paper documents into digital images.
Useful Life	Period during which an asset or property is expected to be usable for the purpose it was acquired.
User	State governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.
Vendor	Organization/individual submitting a proposal in response to this RFP.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Working Days	Monday through Friday, not including State Observed Holidays, defined in Section 2.3.

NASPO ValuePoint Master Agreement Terms and Conditions

The NASPO ValuePoint Master Agreement uses the default order of precedence specified in section 1 to resolve conflicts between terms and conditions.

Depending on the solicitation design, the order of precedence may have to be revised by the Lead State. Order of precedence clauses cover conflicts in language, not additional language. Courts will harmonize terms wherever possible, and additional language typically will be given effect unless it overtly conflicts other language. So, for example, a contractor's warranty provisions would apply to an RFP silent on warranty requirements. However, some clarification might be required if the RFP specifies a warranty term and the contractor's warranty term is more favorable that the warranty in the RFP.

Attachment A
NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions;
(3) A Purchase Order issued against the Master Agreement;
(4) The Statement of Work;
(5) The Solicitation; and
(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The Master Agreement term may be no more than 5 years unless approved by the Management Board. The Lead State will specify the Master Agreement term as approved by the Management Board.

The initial term of this Master Agreement is for (Enter Number of Years) years. This Master Agreement may be extended beyond the original contract period for (Enter Number of Renewals) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (Enter the Number of Days) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek

and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

> This section is an insurance provision applicable to any Orders. The sourcing team should verify that these coverage limits are appropriate. If based on the nature of the commodity different insurance is required that is applicable to the entire Master Agreement (where not modified in a Participating Addendum), those modifications should be included in this subsection.
>
> If the Lead State or other Participating Entities want different insurance applicable to their Orders, those provisions should be in the Participating State's terms and conditions attached to the RFP or in a Participating Addendum.

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

Some NASPO ValuePoint cooperative procurements lend themselves to task order competitions within the awarded contractor pool. The following language sets out the general requirements for ordering and a process for permitting Purchasing Entities to seek reduced pricing based on aggregation of requirements or other conditions that might prompt price reductions.

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO ValuePointCooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

Confirm the administrative fee associated with the contract. The template language includes the default fee of .25%. Revise the default fee as authorized by the Management Board.

Under the MOA, the NASPO ValuePoint administrative fee is described in the original Intent to Participate package approved by the Management Board and submitted to the States.

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

Sourcing team will need to discuss what data elements will be required in the detailed sales reporting in relation to the elements to the standard NASPO ValuePoint reporting template. Data columns should not be removed, but they can be hidden. Some data elements may not be available and will require interaction with the suppliers on creating the final reporting template for the detailed reports. Sourcing team will also need to discuss if any other reporting is needed and how data should be transmitted to Lead State and NASPO ValuePoint.

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section __ Attachment ___.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and

effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

Sourcing team will need to decide if the eMarket center will work for the type of service being solicited for and choose the appropriate language.

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information.
At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

OR

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. Whether hosted or punch-out, the catalog must be

strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data [Insert Time Frame Here] to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

> The NASPO ValuePoint Contract Administrator/Sourcing Team will decide how often the contractor should or is allowed to update products and pricing in the eMC. Insert the update timeframes in the bracketed portion of subsection 2b of the clause.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

> The Lead State Contract Administrator and Sourcing Team will decide how often the contractor should validate that their punchout is accurate with products and pricing. Include those instructions in the bracketed portion of subsection 2b of the clause.

d. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than [once per quarter]. The following conditions apply with respect to hosted catalogs:

> The frequency in the bracketed phrase should be consistent with the timeframe specified in subsection 2a.

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

> The Lead State Contract Administrator and Sourcing Team will decide the timeframe for updated pricing to go into effect. One month probably is too long for new products and/or pricing to go into effect.

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

37. Contract Provisions for Orders Utilizing Federal Funds

This clause is used whenever the Lead State and sourcing team conclude that

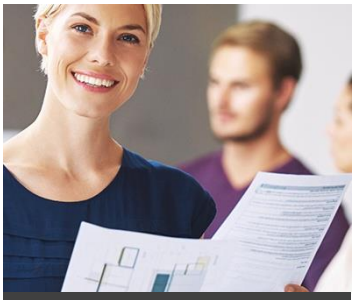
federal funds may be used to pay for Orders under the master agreement. The clause informs contractors that Participating or Purchasing Entities may be required to add federal contract terms and conditions.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

Grow your Business with Ricoh

Uphold your competitive edge by leveraging our industry expertise and intellectual property to help you unravel your business challenges through people, processes and technology. With over 80+ years of innovation, our focus has always been to help prepare you for success. The key to helping you succeed in the midst of this ongoing change is our digital workplace solutions.



Managed Print



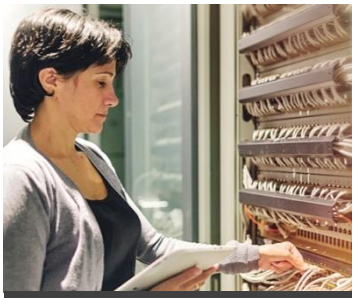
Enterprise Content Management & Workflow



Business Process Outsourcing



Workplace Productivity



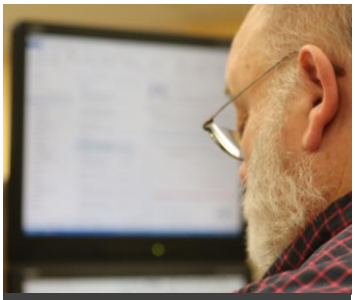
Enterprise Support



Customer Communications Management & Mail



Information Governance & Cyber Security



Cloud & IT

Our recognition that sets us apart

- 2018 **World's 50 Most Innovative Companies** from USA Today
- Awarded **Highest Gold Rating in EcoVadis Global Supplier Survey** 4 times in a row
- Named a **Leader in Gartner Magic Quadrant** for Managed Print & Content Services worldwide 6 years in a row.
- 2018 **Energy Star Partner of Year**
- 2017 **Global Leader in Print and Document Security** from IDC MarketScape
- 2017 **Excellence in Partnership Best Veteran Hiring Award** from Coalition for Government Procurement

RICOH
imagine. change.



Ricoh USA, Inc. 70 Valley Stream Parkway, Malvern PA 19355 | 1-800-63-RICOH

©2019 Ricoh USA, Inc. All rights reserved. Ricoh® and the Ricoh logo are registered trademarks of Ricoh Company, Ltd. All other trademarks are the property of their respective owners. The content of this document, and the appearance, features and specifications of Ricoh products and services are subject to change from time to time without notice. Products are shown with optional features. While care has been taken to ensure the accuracy of this information, Ricoh makes no representation or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions in these materials. Actual results will vary depending upon use of the products and services, and the conditions and factors affecting performance. The only warranties for Ricoh products and services are as set forth in the express warranty statements accompanying them.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Approving an Emergency Purchase of Tyler Detect, 24 X 7 Cyber Security Monitoring Services from Tyler Technologies, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Linda Ivey

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

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

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

One problem that many organizations are struggling with is the rise of cyber security compromises. The COVID-19 pandemic has only amplified the issue. To combat these cyber threats, many information technology departments are moving towards cyber security monitoring services to help improve security measures within their organization. Strategically, this approach gives organizations 24 X 7 threat-intelligence analytics without the costs needed to create and maintain these security operations internally.

Tyler Technologies, Inc. offers Tyler Detect which is a 24 X 7 cyber threat detection service equipped with security experts that continuously monitor network traffic. Tyler Detect services delivers real-time alerts with responsive on-call expertise to help Information Technology identify cyber security activity. Besides security monitoring, Tyler Detect provides professional analyzation of network activity that will help Information Technology improve existing security practices and policies.

Fiscal Impact

Amount: **$31,000 excluding WSST.**

Fund: **Information Technology Department's approved 2019-2020 budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of cyber security monitoring service Tyler Detect for $31,000 excluding WSST from Tyler Technologies, Inc.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN EMERGENCY PURCHASE OF TYLER DETECT 24 X 7 CYBER SECURITY MONITORING SERVICES FROM TYLER TECHNOLOGIES, INC.

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

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

WHEREAS, the COVID-19 pandemic has amplified cyber security compromises across many organizations including State and local agencies; and

WHEREAS, to combat these growing cyber threats, many information technology departments are moving towards 24 X 7 cyber security monitoring services to help improve security measures to protect public data and services; and

WHEREAS, Tyler Technologies, Inc. offers Tyler Detect a 24 X 7 cyber threat detection service with security experts that continuously monitor network traffic; and

WHEREAS, Tyler Detect services delivers real-time alerts with responsive on-call expertise to help Information Technology identify cyber security activity; and

WHEREAS, besides security monitoring, Tyler Detect provides professional analyzation of network activity that will assist Information Technology with improving security practices and policies; and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the Information Technology Manager recommendation approving an emergency purchase of Tyler Detect, 24 X 7 cyber security monitoring service for $31,000 excluding WSST from Tyler Technologies, Inc. for one year from date of signature.

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, Risk Mangement

Prepared by: R. Heard

Quoted By:	Christina Young
Date:	7/20/2020
Quote Expiration:	12/31/2020
Quote Name:	Benton County. WA-ERP-Tyler Detect
Quote Number:	2019-99141
Quote Description:	Tyler Detect

Sales Quotation For

Benton County
620 Market St
Prosser, WA 99350-0630
Phone +1 (509) 786-5611

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Additional:					
Tyler Detect	1	$30,000.00	0	$0.00	$0.00
TOTAL:		**$30,000.00**	**0**	**$0.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Install Fee - Tyler Detect	1	$1,000.00	$0.00	$1,000.00
TOTAL:				**$1,000.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total SaaS	$0.00	$30,000.00
Total Tyler Services	$1,000.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$1,000.00**	**$30,000.00**
Contract Total	**$31,000.00**	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and

Comments

remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

For the avoidance of doubt, Tyler Detect is a subscription service, not SaaS.

Notwithstanding the foregoing language, payment of annual subscription fees for Tyler Detect commence on the availability of the service. Tyler Detect services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates.

Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Tyler Detect service upon renewal.

The quoted Tyler Detect amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Monday, July 27, 2020 8:08 AM
To: Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: RE: Cybersecurity 24X7 Threat Detection Services Tyler Detect.quote99141 (002).pdf

These answer satisfy my concerns. I approve as to form. I will be in tomorrow and Wednesday for wet signature.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Friday, July 24, 2020 4:31 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: Cybersecurity 24X7 Threat Detection Services Tyler Detect.quote99141 (002).pdf

Eric,
We had talked about this in February. I know we talked and neutralized your travel issue. Now July, I was looking to add this for Commissioners approval on August 4, 2020. You had indicated before that travel would be an issue, but this is a complete remote service. All of their professional services are provided remotely. Boots on the ground would be if a security issue was found that required a forensic investigation which would not be in the scope of Tyler Detect's service.

Worst case, I can pull the item next week. Give me a call if you have any issues.

Thanks,

Robert

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Friday, February 7, 2020 10:02 AM
To: Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: RE: Cybersecurity 24X7 Threat Detection Services Tyler Detect.quote99141 (002).pdf

This quote does not include travel expenses, if needed. We will want to estimate that cost when looking at the total cost of the service.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential attorney client privileged and/or work product information. If you have received this email in error, please delete and destroy all electronic, hard copy and any other form immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept, any wire, oral or electronic communication.

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Wednesday, January 22, 2020 1:14 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Paul Schut <Paul.Schut@co.benton.wa.us>
Subject: Cybersecurity 24X7 Threat Detection Services Tyler Detect.quote99141 (002).pdf

Eric,
We have been in talks with Tyler Eagle who provides 24X7 threat detection services which also includes cybersecurity response assistance. These services will easily save the County 2-3 FTEs. Besides monitoring services, we get enhanced reports that will help us improve our network security stance. Great offering. I plan on adding it to a discussion piece with the Commissioners in February.

Please take a look at the agreement. I look forward to your response.

Thanks,

Robert

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Contract-Fee for Service

Fund Name: Juvenile Center

Dept Nbr: 171

Fund Nbr: 0115101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	3111	Publications	$3,000
527.100	3507	Non Replacement Computer	$2,755
527.100	4301	Travel	$3,000
527.100	4906	Printing/Binding	$3,000
527.100	4131	Security	$2,645
TOTAL			$14,400

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	3508	Computer Replacement	$14,400
TOTAL			$14,400

Explanation:

This transfer is necessary to cover the purchase of Cisco DX80 and 2 Cisco WebEx Mini's that will be added to our reimbursement for the CARES's Act.

Prepared by: Shela Berry

Date: 16-Jul-2020

Approved ☐ Denied ☐

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/21/20 BC 08/04/20
Subject:	Food Services Contract with Aramark Correctional Service, LLC
Presenter:	
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center sent a Request for Proposal for Corrections Food Services located at the Benton-Franklin Counties Juvenile Justice Center on April 9, 2020 with a deadline of May 13, 2020. Aramark Correctional Service, LLC, Consolidated Food Management and Summit Food Service, LLC submitted proposals.

The Juvenile Administrative Services Manager recommends awarding the Food Services Contract to Aramark Correctional Services, LLC.

Fiscal Impact

Amount: The amount is not to exceed $430,000.00 for the period of July 1, 2020 through June 30, 2021.

Fund: The food service expenditures are to be paid out of the current Juvenile Operations Department #171 budget. No supplement required.

Recommendation

The Juvenile Administrative Services Manager recommends awarding the Food Services Contract to Aramark Correctional Services, LLC for the period of July 1, 2020 through June 30, 2021.

Suggested Motion

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Food Services Contract with Aramark Correctional Service, LLC and Benton-Franklin Counties Juvenile Justice Center.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE FOOD SERVICES CONTRACT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND ARAMARK CORRECTIONAL SERVICES, LLC.

WHEREAS, per resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality and the lowest cost"; and

WHEREAS, On April 9, 2020, the Benton-Franklin Counties Administrative Services Manager, Shela Berry sent a Request for Proposal for Corrections Food Services located at the Benton-Franklin Counties Juvenile Justice Center to the following companies: Aramark Correctional Service, LLC, Consolidated Food Management and Summit Food Service, LLC. Furthermore, the Request for Proposal was published in the official county newspaper; the Benton County website and the Franklin County website; and

WHEREAS, the Request for Proposal had a deadline of no later than 5:00pm Wednesday, May 13, 2020; and

WHEREAS, Aramark Correctional Services, LLC was the only responsive bidder; and

WHEREAS, the Administrative Services Manager recommends awarding the Food Services Contract to Aramark Correctional Service, LLC, **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Boards concurs with the Juvenile Administrative Services Manager recommendation and hereby award Aramark Correctional Services, LLC the Food Services Contract for the Benton-Franklin Counties Juvenile Justice Center for a total contract amount not to exceed $430,000.00; and

BE IT FURTHER RESOLVED the Board of Benton County Commissioners and the Board of Franklin County Commissioners hereby award the Food Services Contract to Aramark Correctional Services, LLC; and

BE IT FURTHER RESOLVED the term of the attached contract shall commence on July 1, 2020 and shall expire on June 30, 2021.

DATED this _____ day of _____ 2020

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2020

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION

I. CHILD NUTRITION SERVICES

Food Service Management Company Contract

ARTICLE I
INTRODUCTION

1.1. Date of and Parties to the Contract. This contract, effective as of the last dated signature below, is between Benton-Franklin Counties Juvenile Justice Center, hereafter called the Local Education Agency (SPONSOR), and Aramark Correctional Services, LLC, hereafter called the Food Service Management Company (FSMC).

1.2. Purpose of Contract. This contract sets forth the terms and conditions upon which the SPONSOR retains the FSMC to manage and operate the SPONSOR's food service for the SPONSOR's students, employees, visitors, and guests.

1.3. Term of the Contract. The term of this contract shall be for one year beginning on the date of the last dated signature below, and continuing until one year thereafter. The contract is subject to four (4) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [*7 CFR 210.16(d)*] Extensions or renewals are contingent upon the fulfillment of all contract provisions related to USDA donated foods.

1.4. Integration of Terms. The terms of this agreement shall be in accordance with the Request of Proposal (RFP) and any amendments to the RFP and the proposal submitted by the FSMC, which are incorporated by reference into this agreement. In the event contradictory statements are contained in the RFP, the FSMC proposal and this agreement, the following order of precedence shall apply: the RFP, FSMC proposal, SPONSOR-FSMC contract.

1.5. Termination.

A. *Termination for Convenience*. This contract may be terminated at any time by the mutual written consent of the parties. The parties shall give each other not less than sixty (60) days written dated notice of their intention to terminate for convenience.

B. *Termination for Cause*. If either party fails to comply with any of the obligations required of it in this contract, the injured party may give a written notice of termination. Following receipt of written notice the contract will be terminated in sixty (60) days. [*7 CFR 210.16(d)*]

C. *Penalty Provision*. If either party has breached the terms of this contract and has not cured the breach, the non-breaching party may elect to pursue any available administrative, contractual, or legal remedy including, but not limited to, termination. [*2 CFR 200 Appendix II(A)(B)*]

D. *Surrender of Program Records*. At the point of termination of this contract, the FSMC will give to the SPONSOR all original program records pertaining to the contract period and renewals. These documents include, but are not limited to:

daily meal counts by meal benefit category by school/site for each program; monthly benefit issuance rosters with student start and withdrawal dates; and daily menu production records by program.

E. *Return of Unused USDA Donated Foods.* When a contract terminates and is not extended or renewed, the FSMC must return all unused USDA donated ground beef, donated ground pork, processed end products, and other unused donated foods to the SPONSOR. [*7 CFR 250.52(c)*]

1.6 Remedy. If either party, SPONSOR or FSMC, commits any material breach or default of any covenant, warranty, obligation, or contract under this contract, or fails to perform the work under this contract in accordance with its terms, such breach, default, or failure shall be cured within ten (10) business days of written dated notice from the injured party. Failure to cure or remedy within ten (10) days receipt of notice shall be grounds for termination for cause.

1.7 Rights Beyond Termination. The rights of termination referred to in this contract are not intended to be exclusive, and are in addition to any other rights available to either party at law or in equity.

1.8 Cure Period. After a request for termination is made, if the parties mutually agree to a cure or remedy, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in Section 1.5, paragraph B above. This letter should be counter-signed and dated by the receiving party and the letter should become an amendment to this contract, attached to the party's respective copies of this contract.

1.9 Construction and Effect. A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or contracts.

1.10 Amendments to the Contract. Each of the Articles, Appendixes, and any amendments shall remain in effect throughout the term of this contract unless the parties mutually agree, in a written dated signed document attached to this contract, to amend, add, or delete an Article, Appendix, or prior Amendment. Any amendment to this contract shall become effective at the time specified in the amendment.

1.11 Sanctions. For breach of the contract and associated benefits:

A. The Office of Superintendent of Public Instruction (OSPI) shall be notified immediately in a signed, dated writing by the party or parties seeking any form of termination action, and reasons for termination.

B. The name of any party who has caused a breach shall be kept on record by OSPI for information and action if necessary.

C. If the FSMC causes the breach, the FSMC assumes liability for any and all damages, including excess cost to the SPONSOR in procuring similar services, and is liable for administrative, contractual, and legal remedies as applicable.

ARTICLE II
RELATIONSHIP OF THE PARTIES

2.1 Limited Agency. To the extent that state or federal statutes or regulations require that the FSMC to be an agent of the SPONSOR for certain regulatory purposes, such statutes and regulations shall be controlling, and the FSMC shall be the SPONSOR's agent for such purposes. Otherwise, FSMC shall be an independent contractor and not an officer, agent, employee, partner, joint venturer, or servant of the SPONSOR.

2.2 Responsibilities of FSMC.

A. The FSMC shall prepare and serve a variety of high quality, wholesome, and nutritious food and beverages for students, faculty, staff, employees, and others as designated by the SPONSOR in accordance with the terms and conditions of this contract.

B. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.

C. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.

D. The FSMC agrees to furnish the SPONSOR, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

E. The FSMC agrees to conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 245, 250 and FNS instructions and policies as applicable.

F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, as to all employees engaged by it in the performance of this agreement.

G. The FSMC agrees to procure processed end products from donated foods on behalf of the SPONSOR in accordance with 7 CFR 250.

H. The FSMC agrees that it will not itself enter into the processing agreement with the processor.

I. The FSMC agrees to comply with the storage and inventory management requirements for donated foods. 7 CFR 250.14(b)

J. The FSMC agrees to comply with the SFA's free and reduced price meal policies. The information cannot be used or possessed by the FSMC for any use other than to determine eligibility for free and reduced price meals.

K. The FSMC will following the SPONSOR's established policy regarding marketing/advertising within school district buildings.

L. The FSMC must have and maintain State or local health certification for any facility outside the school in which it proposes to prepare meals for the duration of the contract.

M. The FSMC shall have Federal, State or local health certifications for the facility in which it proposes to prepare meals for use in CACFP and/or SFSP, and it shall ensure that health and sanitation requirements are met at all times. In addition, OSPI may require the FSMC to provide for meals, which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being prepared. These bacteria levels shall conform to the standards, which are applied by the local health authority with respect to the level of bacteria, which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the SPONSOR and to OSPI. [*7 CFR 226.6(i)(3)][7 CFR 225.5(h)(2)(v)]*

N. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the institution will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the institution no less frequently than monthly. *[7 CFR 226.6(i)(2)] [7 CFR 225.6(h)(2)(iv)]*

O. The FSMC shall collect gross sale receipts, on behalf of the SPONSOR, for cash-paid meals, a la carte items, and vending items. Gross cash receipts shall be turned over daily to the SPONSOR, who is directly responsible to the state for any taxes, which may be applicable.

P. The FSMC shall not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school sponsored event. *[7 CFR 210.21(e)]*

Q. For SFSP, the FSMC shall not subcontract the total meal (with or without milk) or assembly of the meal. *[7 CFR 225.6(h)(2)(ii)].*

2.3 Responsibilities of SPONSOR.

A. The SPONSOR shall retain overall financial responsibility for the school nutrition program. The SPONSOR shall supervise and retain control of the FSMC's daily operation of the food service described in this agreement; retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.

B. Authorized representatives of the SPONSOR shall have access to all portions of the food service facilities at all times, and shall monitor the performance of the FSMC under this contract through periodic on-site visits. [*7 CFR 210.16(a)(2)(3)(4), 210.19(a)(1)*]

C. The SPONSOR shall ensure that the food service operation is in conformance with the school food authority's agreement under the Program *[7 CFR 210.16(a)(2)]*

D. The SPONSOR shall retain signature authority on the Child Nutrition Program Food Services Agreement, Free and Reduced-Price Policy Statement, and all claims for reimbursement. [*7 CFR 210.9(a)(b); 210.16(a)(5)*]

E. The SPONSOR shall be responsible for all contracts entered into in connection with the school nutrition program. [*7 CFR 210.21; 210.19(a)(1); and 2 CFR 200*]

F. The SPONSOR shall implement internal controls and ensure resolution of program review and audit findings. [*7 CFR 210.8(a), 7 CFR 210.9(b)(17) and 210.18(k) (1)(2)*.]

G. The SPONSOR shall establish an advisory board composed of parents, teachers, and students to assist in menu planning. [*7 CFR 210.16(a)(8)*]

H. The SPONSOR shall maintain applicable health certification and be assured that the FSMC is meeting all state and local regulations in preparing and serving meals at the facilities. [*7 CFR 210.16(7)*]

I. The SPONSOR shall administer the application process for all free and reduced-price meals, and shall establish and notify parents and guardians of program criteria for eligible students. The SPONSOR shall distribute and collect the parent letter and application for free and reduced-price meals. The SPONSOR shall determine eligibility and verify applications for free and reduced-price meal benefits and conduct any hearings related to such determinations. [*7 CFR 245.6, 6a, 7, 10*]

J. Both the SPONSOR and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced-price meals.

K. The SPONSOR shall assure that the maximum amount of USDA donated foods are received and utilized by the FSMC. [*7 CFR 210.9(b)(15)*]

L. The SPONSOR shall establish commodity processing contracts. [*7 CFR 250.51(a)*]

M. The SPONSOR shall retain title to donated foods. [*7 CFR 210.16 (a)(6)*]

N. The SPONSOR shall establish a meal charge policy that meets federal and state requirements. The FSMC will follow the SPONSOR's meal charge policy in providing meals to students with inadequate funds.

O. When contracting (or subcontracting) with small and minority businesses, women's business enterprises, and labor surplus area firms, the SPONSOR must take all necessary affirmative steps when possible including:
   i. Placing such qualified businesses on solicitation lists;
   ii. Assuring such businesses are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller quantities to permit maximum participation by such businesses;
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by such businesses;
   v. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
   vi. And requiring the FSMC, when subcontracting, to also take these affirmative steps. [*2 CFR 200.321*]

ARTICLE III
FOOD SERVICE PROGRAM

3.1 Location. The FSMC shall prepare and serve meals for the schools/sites listed in Appendix A, attached to and incorporated in this contract by reference. The SPONSOR shall provide the FSMC with a list of the OSPI approved summer food sites, childcare centers, day care homes, adult day care centers, and/or outside-school-hours care centers to be furnished meals by the FSMC, the number of meals, by type, to be delivered to each location, and the number of meals which may be claimed for reimbursement by each site. The SPONSOR shall notify the FSMC of all sites which have been approved, cancelled, or terminated subsequent to the submission of initial approved site list and of any changes to the approved level of meal service for each site. The notification shall be provided within the time limits mutually agreed upon in the contract. [*7 CFR 226.6(i)(1)*] [7 CFR 225.6(h)(2)(iii)]

3.2 Programs. The FSMC shall prepare and serve meals for the SPONSOR acting as a sponsor of the following USDA Child Nutrition Programs:

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Snack Program (ASSP)

Other Services:

- Catering
- A la carte Sales
- Adult Meals
- Vending/Concessions

The FSMC shall provide meals that meet all USDA meal pattern requirements as described in 7 CFR 210.10, 220.8, 225.15, and 226.20, as applicable. If the FSMC is offering a la carte services, it must also offer free, reduced price and paid reimbursable lunches to all eligible children. *[7 CFR 210.16(a)]*

The FSMC shall deliver meals in accordance with a delivery schedule prescribed in the contract. [*7 CFR 226.6(i)(8)] [7 CFR 225.5(h)(2)(x)]* Increases and decreases in the number of meal orders may be made by the SPONSOR, as needed, within a prior notice period mutually agreed upon in the contract. [*7 CFR 226.6(i)(9)*] *[7 CFR 225.6(h)(2)(xi)]* All breakfasts, lunches, and suppers delivered for service in outside school-hours care centers shall be unitized, with or without milk, unless OSPI determines that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and day care homes, OSPI may require unitization, with or without milk, of all breakfasts, lunches, and suppers only if OSPI has evidence which indicates that this requirement is necessary to ensure compliance with § 226.20. [*7 CFR 226.6(i)(11)*].

The FSMC shall manage food service operations and/or prepare unitized meals, with or without milk, unless the OSPI has approved a request for exceptions to the unitizing requirement for certain meal components. *[7 CFR 225.16(m)(2)]*

3.3 Calendar. All meals will be provided in accordance with meal pattern requirements in an approved calendar (attached as Attachment F). For the first twenty-one (21) days of food service, FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SPONSOR. Changes in the menu may be made later with approval of the SPONSOR. [*7 CFR 210.16(b)(1)*]

3.4 Meal Program. The FSMC shall provide nutritional, high-quality breakfasts, lunches, snacks, suppers, milk service, a la carte food, and vending items (*delete any items that do not apply*). All reimbursable lunches, breakfasts, suppers and snacks shall meet the requirements for USDA reimbursement as described in 7 CFR 210.10, 220.8, 225.15, 225.16, 226.20, as applicable. Prices to be charged for meals and snacks during the current contract year shall be established by the SPONSOR. [*7CFR 210.16(a)(4)*]

3.5 Dietary Exceptions for Disability Reasons. The FSMC must make substitutions in breakfasts, lunches, suppers, and/or afterschool snacks for students who are considered to have a disability (as defined under 7 CFR 15b.3) and whose disability restricts their diet. Substitutions must be made on a case-by-case basis only when supported by a signed

written statement from a licensed physician which includes recommended alternate foods. [*7 CFR 210.10(m)(1), 7 CFR 220.8(d)(1)*]

Dietary Exceptions for Non-Disability Reasons. The FSMC may make substitutions for students without disabilities who cannot consume the regular breakfast, lunch, supper, and/or afterschool snack because of medical or other special dietary needs. Substitutions must be made on a case by case basis only when supported by a signed written statement from a recognized medical authority which includes recommended alternate foods. [*7 CFR 210.10(m)(2), 7 CFR 220.8(d)(2), 7 CFR 225.16(f)(4)*]

The FSMC may choose to offer a milk substitute for a non-disabled student with a medical or special dietary need. The product that is offered as part of the reimbursable meal must meet established nutrient standards. The SPONSOR must inform OSPI if any of its schools choose to offer fluid milk substitutes. The SPONSOR will need to accept a written request from a medical authority or the student's parent or legal guardian unless milk substitute is offered to all students. [*7 CFR 210.10(m)(2)(i)*]

3.6 Food Committee and Advisory Board. The FSMC shall cooperate with the SPONSOR's Food Service Advisory Committee, consisting of students, parents, and SPONSOR staff, in developing menus and other food service programs.

3.7 Catering. *Delete section if not applicable.* Upon the SPONSOR's request, the FSMC shall provide catered food service at times and prices mutually agreed upon by both parties. For all SPONSOR sponsored and third party functions catered by the FSMC, the FSMC shall prepare and submit prenumbered invoices to appropriate administrators of the SPONSOR and representatives of third party organizations, which shall pay the SPONSOR directly. Such invoices will be submitted by the FSMC by the end of the current month. Any invoice payments received by the FSMC shall be immediately delivered to the SPONSOR's Accounting Department. The SPONSOR shall be responsible for collecting amounts due on food service accounts receivable invoices. The FSMC shall provide the SPONSOR with copies of invoices and an invoice control log within ten (10) days after the end of each month. Costs of catered functions shall not be supported by the nonprofit food service account funds.

3.8 Environmental Protection Agency Compliance. In performance of this contract, the FSMC and SPONSOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). [*2 CFR 200 Appendix II(G)*]

3.9 Energy Policy and Conservation Act Compliance. Both parties shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act, to be found at: http://www.commerce.wa.gov/site/526/default.aspx.

3.10 Debarment Certification. The FSMC shall complete and submit to SPONSOR the USDA Suspension and Debarment Certification. The SPONSOR shall submit the certification to OSPI Child Nutrition Services (CNS) with the contract for review. The SPONSOR cannot award the contract to a FSMC who is listed on the government exclusions list in the System for Award Management (SAM). [*2 CFR 200 Appendix II(H)*]

3.11 Lobbying. Pursuant to section 1352, Title 31, US Code, the FSMC shall complete and submit to the SPONSOR a Certification Regarding Lobbying and a Disclosure of Lobbying Activities. The SPONSOR shall submit the certification to OSPI CNS along with the contract for review. [*2 CFR 200 Appendix II(I)]*

3.12 "Buy American" Provision. The FSMC shall purchase foods that meet all Buy American Provision regulations as described in 7 CFR 210.21(d) and FNS Policy Memo SP 38-2017.

ARTICLE IV
MANAGEMENT AND PERSONNEL

4.1 Management Services. FSMC shall provide all management, administrative, and dietetic services required for the efficient supervision and operation of the SPONSOR's Food Service Program. FSMC shall inform the SPONSOR prior to hiring senior management positions for the SPONSOR's Food Service Program. All persons to be hired as food service directors, assistant directors, and supervisors must be presented for the SPONSOR's evaluation and approval. Noncompliance will be considered a breach of this contract. Résumés and work histories were included with the bid.

4.2 Personnel Obligations. The FSMC shall be responsible for employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, and payment of wages, pension benefits, layoffs, and termination. The FSMC shall comply with all related applicable laws and regulations. The FSMC shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges.

4.3 Professional Standards. The SPONSOR must ensure that the FSMC staff has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements. The SPONSOR director must ensure that the FSMC employees providing services for the school meal programs have the required annual training. Therefore, the SPONSOR must require the FSMC to provide documentation showing the training hours and topics completed by the employees. The SPONSOR director may work with the FSMC to identify appropriate training resources, such as those listed at the professional standards website at http://professionalstandards.fns.usda.gov.

4.4 Current Employees. FSMC shall first consider current employees of the SPONSOR when hiring employees to provide services pursuant to this contract; but the FSMC shall not be obligated to hire such employees.

4.5 Non-Management Employees. All non-management food service employees are to be employees of the Aramark Correctional Services, LLC. The FSMC manager(s) shall direct and supervise the food service employees.

4.6 Student Workers. The SPONSOR has a policy of providing work experience for its students as part of the educational curriculum. In furtherance of that policy, the SPONSOR may assign students to work in the food service operation in such numbers as are agreed upon between the SPONSOR and the FSMC.

4.7 Equal Opportunity Employer. Both parties shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in US Department of Labor Regulations. [*2 CFR 200 Appendix II(C)*]

4.8 Contract Work Hours and Safety Standards Act. FSMC and the SPONSOR shall comply with Section 40 U.S.C. 3702 and 3704 of the Act as supplemented by US Department of Labor Regulations as set forth in 29 CFR Part 5. [*2 CFR 200 Appendix II(C)*

4.9 Emergency Devices. All food service personnel assigned to the SPONSOR shall be instructed on the use of all emergency switches and fire and safety devices in the Facility.

4.10 Background Checks. FSMC shall adhere to applicable state and federal regulations in screening prospective employees. FSMC shall comply with criminal background checks and fingerprint regulations required by law for all new hires.

4.11 Employee Behavior and Conduct. FSMC shall enforce strict discipline and good order among their employees and other persons carrying out the services, including observance of the rules and regulations established by the SPONSOR as reasonable and necessary for its operations, including drug testing and smoking, tobacco, alcohol, parking, safety, weapons, and other rules governing the conduct of personnel on the premises. The FSMC shall ensure that all persons performing the work do not engage in inappropriate conduct or inappropriate contact with students or staff. FSMC shall remove from the work and work site any employee or other person who has engaged in such actions or who the SPONSOR reasonably considers objectionable without change in the contract sum or contract time. Any objection raised by the SPONSOR shall be made in writing.

4.12 Criminal Record. FSMC shall not utilize any employee on the premises or permit any contact between school children and any employee who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 RCW or Chapter 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9.68A RCW, sexual offenses under Chapter 9A.44 RCW where a minor is a victim, promoting prostitution of a minor under Chapter 9A.88

RCW, the sale or purchase of a minor child under Chapter 9A.64.030 RCW, or violation of similar laws of another jurisdiction. Failure to comply with these requirements is grounds for immediate termination of the contract for cause.

4.13 Civil Rights Assurance Statement. The sponsor hereby agrees that it will comply with: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program

operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

ARTICLE V
INVENTORIES, FACILITIES, EQUIPMENT, AND MAINTENANCE

5.1 Inventories of Food and Supplies. Before the commencement of this contract, the existing food and operational supplies shall be delivered and charged to the FSMC for the performance of this contract. The value of existing food and supplies shall be deducted from the first FSMC invoice to the SPONSOR. The cost of food and operational supplies ordered by FSMC on behalf of the SPONSOR in performance of this contract shall be paid for by the FSMC. The inventory of food and operational supplies shall remain the FSMC's property.

A. Any federally USDA donated foods received by the SPONSOR and made available to the FSMC must be used only for the benefit of the SPONSOR's nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. [*7 CFR 250.51(d)*] Bonus commodity items must be used to reduce the per meal charges of the FSMC.

B. The FSMC must use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SPONSOR's food service. [7 CFR 250.53(a)(6)]

C. The FSMC may store and inventory USDA donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods. [*7 CFR 250.52(a)*] The FSMC agrees to comply with the storage and inventory requirements for donated foods. [*7 CFR 250.14(b)*]

D. The FSMC agrees to procure processed end products on behalf of the SPONSOR in accordance with 7 CFR 250.

E. The FSMC agrees that it will not itself enter into the processing contract with the processor.

5.2 Small Wares. The FSMC shall furnish the necessary small wares, including trays, dishes, glassware, flatware, serving utensils, and the like.

5.3 Office Facilities. The SPONSOR shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SPONSOR in good condition upon termination of this contract, ordinary wear and tear excepted. Office facilities and equipment shall be provided by the SPONSOR only for the management staff employed to carry out school food service operations for the SPONSOR. No office facilities or equipment shall be provided for FSMC regional or area managers or other FSMC corporate officers.

5.4 Sanitation. The FSMC shall be responsible for usual and customary cleaning and sanitation of the SPONSOR's food service kitchen facilities.

A. The FSMC shall be responsible for housekeeping and sanitation in areas used by the FSMC for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

B. The SPONSOR shall be responsible for the required cleaning and maintenance of dining areas and snack bar seating areas beyond the front edge of the serving lines, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems (as per local ordinance). The SPONSOR shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection centers.

C. If the SPONSOR is unable to perform any of its responsibilities described in subparagraph B above, the FSMC shall temporarily assume those responsibilities and shall bill the SPONSOR for actual costs incurred.

D. The FSMC shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated thereunder. The SPONSOR shall be responsible for compliance relating to structural and equipment matters.

5.5 Maintenance. The SPONSOR shall be responsible for cleaning and maintaining food service facilities and equipment. If the SPONSOR is unable to perform the work, the FSMC shall temporarily assume those responsibilities and shall bill the SPONSOR for any costs incurred.

5.6 Condition of Facilities and Equipment. The SPONSOR shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and

regulations, including any reporting and recordkeeping requirements. If at any time the FSMC is notified by an authorized government agency that the SPONSOR's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SPONSOR of such notification.

5.7 Transportation Equipment and Vehicles. The SPONSOR shall provide transportation vehicles and equipment to be used in the food service program. The SPONSOR shall be responsible for maintenance, fuel, insurance, and equipment for transportation.

5.8 Nonconforming Facilities and Equipment. The SPONSOR shall make all necessary repairs, alterations, modifications, or replacements to correct any conditions of premises or equipment, which violate applicable building, sanitation, health, or safety laws, ordinances, rules or regulations.

ARTICLE VI
FINANCIAL AND PAYMENT TERMS

6.1 Fixed Price Per Meal. The SPONSOR and the FSMC have mutually agreed upon the per meal charge on each invoice shall reflect no more than the per meal cost scale per Attachment G.

The SPONSOR will not pay for unconsumed meals prepared in excess of the counts provided by Master Control.

Per snack charge on each invoice shall reflect no more than $.50 (fifty cents) per snack. (7 CFR 210.16(c))

Special catering functions, staff coffee service, medical purchases and other auxiliary food services requested of the FSMC in advance by the Counties may be provided by the FSMC and billed to the SPONSOR at a price agreed upon prior to each requested function.

The SPONSOR will not pay for any meals that are spoiled, nor will the SPONSOR pay for any meals that do not meet National School Lunch Program (NSLP) Requirements.

Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers: U.S. City Average – Food Away From Home for the 12-month period ending March of the current contract year.

6.2 Meal Equivalent Defined.

For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered two-thirds (2/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-third (1/3) of a meal/meal equivalent.

For cash meal sales other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the current USDA free lunch meal reimbursement rate plus the USDA donated foods value.

6.3 Billings to SPONSOR. No sales tax applies to FSMC invoices for managing the food service operation of the SPONSOR.

A. The maximum total amount payable by the SPONSOR to the FSMC under this Contract shall not exceed Four Hundred Thirty Thousand Dollars ($430,000.00).

6.4 Crediting Value of USDA Donated Foods Received. The FSMC must credit the SPONSOR for the value of all USDA donated food received, entitlement and bonus, for use in the SPONSOR's meal service in the school year. This includes the value of USDA donated food contained in processed end products. [*7 CFR 250.51(a)*] The FSMC shall list on the invoice the value of USDA donated foods received for the period and deduct the amount of value from the total owed by SPONSOR for the meal equivalents served. The value of USDA donated foods for entitlement and bonus is the average USDA purchase price as listed by OSPI CNS. For processed USDA donated foods, it is the processing contract value in addition to the USDA/OSPI assigned average value. When the SPONSOR pays OSPI CNS for the processing and shipping fees, that amount is added to the value of USDA foods received to come up with the total adjustment to the monthly FSMC billing. When the FSMC pays the processing and shipping fees, they will only credit the SPONSOR for the value of USDA foods received.

6.5 Invoice Due Date. The SPONSOR shall pay the FSMC 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. The FSMC will be notified immediately of any invoice that does not pass audit. The SPONSOR shall pay all amounts when due. If the SPONSOR does not make a payment when due, the FSMC may charge interest up to one percent (1%) per month on the past due receivable as allowed by state law (RCW 39.76.011). However, the SPONSOR may not pay interest with funds from the nonprofit school food service account funds.

6.6 Break-Even Guarantee. Both parties shall work together to ensure a financially sound and well-run operation. The FSMC shall guarantee that the food service program will achieve, at a minimum, financial break-even, defined, as "generated program revenues will be sufficient to cover all actual and direct operating costs and unrestricted indirect costs incurred by both the SPONSOR and the FSMC." If the SPONSOR makes a net profit in the food service account after deducting operating and indirect expenditures from all food service receipts and all federal and state meal reimbursements, the SPONSOR must deposit the net income back into the food service account.

6.7 Taxes. If during the term of this contract any taxes are added or deleted, or there is a revision of an existing law or regulation such that the responsibility for any tax is shifted

or altered, any of which results in increased or decreased costs to the FSMC, then the financial terms of this contract shall be adjusted to reflect the cost change retroactive to the commencement of the change. The obligations described in this paragraph shall survive any termination of this contract, and will continue until the applicable statute of limitations, including legal extensions, has expired. Both parties shall indemnify each other against any:

- Liability or assessment, including related interest and penalties, resulting from a tax responsibility of the indemnifying party.
- Reasonable collection expense, attorney's fees, and costs incurred in connection with the collection of any such amount from the indemnifying party.

Nothing herein is intended to absolve the FSMC from payment of taxes.

6.8 Documents to SPONSOR. The FSMC shall submit the following supporting documents to the SPONSOR monthly:

- Daily meal counts by eligibility category by school site for each program in order to meet claim deadlines.
- Daily menu production records by program.
- Monthly summary of value of USDA donated foods received.
- Monthly summary of revenues from other sales.
- Monthly operating statements to the SPONSOR by the fifteenth (15th) of the next month. This statement shall reflect all activity for the previous calendar month.
- Invoices that show the FSMC has credited the SPONSOR for the value of all USDA donated foods received for use in the SPONSOR's food service in the school year, including the value of USDA donated foods contained in processed end products. [*7 CFR 250.54*]
- Evidence of the FSMC's procurement of processed end products on behalf of the SPONSOR.

6.9 Inspection of Books and Records. The books and records of the FSMC pertaining to operations under this contract shall be available to representatives of the SPONSOR, OSPI, USDA, and the US General Accounting Office at any reasonable time and place.

6.10 Renegotiation of Financial Terms. OSPI CNS must review and approve any material changes to the contract. The renegotiation of price terms under this contract is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of both parties. If such conditions create a significant and material change in the financial assumptions upon which the price terms of this contract are based, then those price terms so affected may be renegotiated by the parties but only with the prior approval by OSPI CNS. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the contract. If

the renegotiation exceeds ten percent (10%) of the original contract value, the contract must be re-bid.

6.11 Cost Reimbursement – *(Applicable to FFVP only)*. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC or assignee under contract, to the extent those credits are allocable to the allowable portion of costs billed to the SFA. [*7 CFR 210.21(f)(1)(i)*]

A. The FSMC must separately identify on the invoice submitted to the SFA the amount of that cost that is allowable and the amount that is unallowable. [*7 CFR 210.21(f)(l)(ii)(A)*]

B. Or the FSMC must exclude all unallowable costs from its invoices and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. [*7 CFR 210.21(f)(l)(ii)(B)*]

C. FSMC determination of allowable costs shall be made in compliance with USDA and NSLP regulations and OMB cost circulars. [*7 CFR 210.21(f)(l)(iii)*]

D. The FSMC must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the OSPI, the SFA may permit the FSMC to report this information on a less frequent basis than monthly, but no less frequently than annually. [*7 CFR 210.21(f)(l)(iv)*]

E. FSMC shall identify the method by with it will report discounts, rebates and other credits that are allocable to the contract but not reported prior to expiration of the agreement. [*7 CFR 210.21(f)(l)(v)*]

F. The FSMC must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, OSPI, or the Department. [*7 CFR 210.21(f)(l)(vi)*]

6.12 Nonprogram Foods. For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. The FSMC will be responsible for providing the SFA with, or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f)

ARTICLE VII
GENERAL TERMS AND CONDITIONS

7.1 Compliance with Law. The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county and city governments, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations. The FSMC shall comply with all requirements of the NSLP, SBP, SMP, SSO, SFSP, FFVP, and CACFP and shall procure and maintain all necessary licenses and permits. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 245, 250 and FNS instructions and policies.

7.2 Recovery of Over Claims. FSMC shall pay the SPONSOR any over claims assessed by OSPI due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. In cases of nonperformance or noncompliance on the part of the FSMC, the FSMC shall pay the sponsor for any excess costs the sponsor incurs by obtaining meals from another source. *[7 CFR 225.6(h)(2)(xiii)]*

7.3 Spoiled Meals. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, are delivered outside of he agreed upon delivery time, do not meet specifications developed by the SPONSOR, or do not otherwise meet the requirements of this contract. [*7 CFR 210.16(c)(3), 7 CFR 226.6(i)(7)*] No deduction in payment shall be made by the SPONSOR unless the SPONSOR notifies the FSMC in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction. Neither USDA nor OSPI assumes any liability for payment of differences between the number of SFSP meals delivered/prepared by the FSMC and the number of SFSP meals served by the sponsor that are eligible for reimbursement. [7 CFR 225.6(h)(2)(ix)]

7.4 Record Keeping. The FSMC shall make available, as required by state and federal regulations, all facilities, books, and records pertaining to food service operations available for onsite review by the SPONSOR, OSPI, the Washington State Auditor, the USDA, and the Comptroller General, or their duly authorized representatives, to ensure compliance with program requirements and the management and use of USDA donated foods. The FSMC shall maintain such records, for a period of not less than three (3) years after submission of the final claim for reimbursement for the fiscal year, as needed by the SPONSOR to support its claims for federal and state reimbursements; or from the date of receipt of final payment under the contract; or in cases where an audit requested by OSPI CNS or USDA remains unresolved, until such time as the audit is resolved. The FSMC shall submit monthly to the SPONSOR a meal reimbursement claim report including all meals served under all programs operated by the SPONSOR for the SPONSOR to submit to OSPI CNS. [*7 CFR 210.16(c)(1), 7 CFR 210.23(c), 7 CFR 225.6(h)(vii), 7CFR 226.6(i)(5)*]

The SPONSOR must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA donated foods received for use in the SPONSOR's food service in the school year including the value of USDA donated foods contained in processed end products. [*7 CFR 250.51(a)*]

7.5 Comprehensive Insurance. The FSMC shall obtain and keep in force during this contract, for the protection of the SPONSOR and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of no less than one million dollars ($1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract. The FSMC shall deliver to the SPONSOR a certificate evidencing such policies and coverage within thirty (30) days after the execution of this contract by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SPONSOR. The policies for one million dollars ($1,000,000) coverage shall also name the SPONSOR as an Additional Insured, but only with respect to operations of the FSMC under this contract.

7.6 Waiver of Insurance Subrogation. Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.

7.7 Indemnity. Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract.

7.8 Trade Secrets. During the term of this contract, the FSMC shall designate any information it considers confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents regularly used in the operation of the FSMC's business. Information so designated and identified shall be treated as confidential by the SPONSOR, and the SPONSOR shall exercise the same level of care in maintaining the confidences of the FSMC as it would employ in maintaining its own confidences. All recipes, files, records, compilations, manuals, and similar items shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of this contract. The SPONSOR shall have no right to the use trademarks, service marks, copyrights, or trade names of the FSMC following termination of this contract. The FSMC shall remove all evidence of its trade names and registered trademarks within thirty (30) days after termination of this contract. Nothing in this section prohibits the federal government's rights of reproduction or distribution for any material developed with nonprofit school food service account funds or for any materials in which the FSMC purchases an ownership interest.

7.9 Assignment. This contract may not be assigned by either party, in whole or in part, without the written dated consent of the other party.

7.10 Governance. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

7.11 Notice. Any notice or communication required or permitted under this contract shall be dated, in writing, and shall be served personally or sent by US registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:

Notices to the SPONSOR:

Darryl Banks, Administrator
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
(509) 222-2316
Darryl.Banks@co.benton.wa.us

Notices to the FSMC:

Tim Barttrum, Vice President, Growth
2400 Market St.,
Philadelphia, PA 19103
Barttrum-Tim@Aramark.com

Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the US mail.

7.12 Catastrophe. With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God or inevitable accident, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, or other like causes beyond the reasonable control of the party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible.

7.13 Best Commercial Practices. Any silence, absence, or omission from the contract specifications concerning any point must be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of quality that would normally be specified by the SPONSOR is to be used.

7.14 Authority of Signators. Each of the parties represents that the persons whose signatures appear on their behalf at the end of this contract have the authority to enter into and do bind them by this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the last dated signature below:

Aramark Correctional Services, LLC	Benton Franklin Counties Juvenile Justice Center
Mark R. Adams (PF) 6/30/2020 **Mark R. Adams** Date **Chief Financial Officer**	Darryl Banks 7-8-2020 **Darryl Banks** Date **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom 070720 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chairman, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

ATTACHMENT A: CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Local Educational Agency (SPONSOR) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Aramark Correctional Services, LLC — NAME OF FOOD SERVICE MANAGEMENT COMPANY

Benton Franklin County Juvenile Justice Center — NAME OF LOCAL EDUCATIONAL AGENCY

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

(1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Tim Barttrum — SIGNATURE OF FSMC AUTHORIZED REPRESENTATIVE

Tim Barttrum, VP of Growth — TITLE

May 6, 2020 — DATE

In accepting this offer, the SPONSOR certifies that no representative of the SPONSOR has taken any action that may have jeopardized the independence of the offer referred to above.

SIGNATURE OF SPONSOR AUTHORIZED REPRESENTATIVE — TITLE — DATE

See contract signature page

ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION [Local Educational Agency]

NOTE: This certificate must be completed for all new and renewal contract years when the contract equals or exceeds $25,000.

Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name **Aramark Correctional Services, LLC**

Names(s) and Title(s) of Authorized Representative(s)
Tim Barttrum, VP of Growth

Signature(s) Date **May 6, 2020**

Tim Barttrum

ATTACHMENT C: CERTIFICATION REGARDING LOBBYING AND DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form that is applicable.

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Aramark Correctional Services, LLC

2400 Market Street, Philadelphia, PA 19103

Name/Address of Organization

Tim Barttrum, VP of Growth

Name/Title of Submitting Official

Tim Barttrum

Signature

May 6, 2020

Date

N/A

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ____
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: ____
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: ____
a. initial filing
b. material change

For Material Change Only:
Year ____
Quarter ____
Date of Last Report ____

4. Name and Address of Reporting Entity:
____Prime ____Subawardee Tier ____, if known:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable: ____

8. Federal Action Number, if known:

9. Award Amount, if known:
$

10a. Name and Address of Lobbying Entity:
(if individual, last name, first name, middle)

10b. Individuals Performing Services (include address if different from 10a.)
(last name, first name, middle)

11. Amount of Payment (check all that apply):
$

___ Actual ___ Planned

12. Type of payment (check all that apply):
___ a. retainer
___ b. one-time fee
___ c. commission
___ d. contingent fee
___ e. deferred
___ f. other; specify: ____

13. Form of Payment (check all that apply):
___ a. cash
___ b. in-kind; specify:
Nature ____
Actual ____

14. Continuation Sheet(s) SF-LLL-A Attached:
Yes____ (Number ____)
No ____

15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:

Attach Continuation Sheet(s) SF-LLL-A (if necessary)

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activitles is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Tim Barttrum

Print Name: Tim Barttrum

Title: VP of Growth

Telephone: 1-800-777-7090

Date: May 6, 2020

Federal Use Only:

Authorized for Local Reproduction
Standard Form -- LLL

N/A

Disclosure of Lobbying Activities

CONTINUATION SHEET SF-LLL-A

Reporting Entity:_____ **Page**_____ **of**_____

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If the space on the form is inadequate, use of SF-LLL-A Continuation Sheet for additional information. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at Sponsorst one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
    10(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    10(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check type of payment. Check all that apply.
13. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment. Check all that apply. If other, specify nature.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. If yes, list number of sheets attached.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

ATTACHMENT D: FINANCIAL PRO FORMA

All Offerors must use the SPONSOR provided information for Pro Forma development. Maxium of two (2) decimal points $X.XX. Financial Pro Formas that do not utilize the exact program information as provided will not be accepted.

	Dollars	CPM *
Resources:		
Local sales:	$174,519	$3.42
Reimbursements:		
State	N/A	N/A
Federal		
National School Lunch Program	N/A	N/A
School Breakfast Program	N/A	N/A
Child and Adult Care Program	N/A	N/A
Summer Food Service Program	N/A	N/A
Special Milk Program	N/A	N/A
Fresh Fruits and Vegetable Program	N/A	N/A
Total Resources	$174.519	$3.42
Requirements:		
Food Costs:		
Food Costs (include worker meals)	$51 408	$1.01
Local Purchases	N/A	N/A
Total Food Costs	$51 408	$1.01
Labor Costs:		
Annual District Labor, Wages, Taxes & Benefits	$104,120	$2.04
Total Labor Costs	$104,120	$2.04
Non-Food Expenses:		
Office	$250.00	$0.01
Milleage (*in-district*)	N/A	N/A
Insurance/Bonding Expenses	$3 708 00	$0.07
Non-Food Supplies (*paper/janitorial, etc*)	$4,411.00	$0.09
Equipment Repairs/Replacement	N/A	N/A
Marketing	N/A	N/A
District Indirect Charges	N/A	N/A
Other: _____	N/A	N/A
Total Non-Food Costs	$8,369.00	$0.16
Contract Services:		
On-Site Supervisor	N/A	N/A
Annual Hourly Labor: Wages, Taxes & Benefits	N/A	N/A
General & Administrative Costs	$3 310.00	$0 06
Other: _____	N/A	N/A
Total Contract Services	$3 310.00	$0.06
Total Requirements	$167,207 00	$3.27
Net Gain/(Loss) to District	$7.312.00	$0.14

* CPM-Cost Per Meal, include pattern breakfasts, lunches, and equivalent meals in calculations.

ATTACHMENT E: PROPOSAL COVER SHEET

CERTIFICATION

I, the official named below, certify that I am duly authorized to legally bind the Offeror to the clause(s) listed below.

<table>
<tr><td colspan="3">Offeror Name (Printed)
Aramark Correctional Services, LLC.</td></tr>
<tr><td colspan="3">Corporate Address of Record
2400 Market Street, Philadelphia, PA 19103</td></tr>
<tr><td colspan="3">By (Authorized Signature of Person with Authority to Obligate the Offeror Contractually)
Tim Barttrum</td></tr>
<tr><td>Federal Tax Identification Number 23-2778485</td><td>Dun and Bradstreet Number (DUNS) 00791-3098</td><td>Washington Secretary of State Business Registry Number</td></tr>
<tr><td>Printed Name
Tim Barttrum</td><td colspan="2">Title of Person Signing
Vice President, Growth</td></tr>
<tr><td>Date Signed
5/7/2020</td><td colspan="2">Telephone Number
1-800-777-7090</td></tr>
<tr><td rowspan="2">Identify Name of Person Authorized to Negotiate the Contract on Behalf of Offeror
Tim Barttrum</td><td rowspan="2">Identify Title of Person Authorized to Negotiate the Contract on Behalf of Offeror
Vice President, Growth</td><td>Telephone Number
1-800-777-7090</td></tr>
<tr><td>Email Address
barttrum-tim@aramark.com</td></tr>
<tr><td rowspan="2">Identify Name of Person to be Contacted for Clarification of Proposal
Taun Adams</td><td rowspan="2">Identify Title of Person Authorized to contact for clarification of Proposal
Director of Business Development</td><td>Telephone Number
480-270-2898</td></tr>
<tr><td>Email Address
adams-taun@aramark.com</td></tr>
</table>

Offeror understands and accepts the requirements of this RFP. By Proposal submission, Offeror agree to be bound by the Contract terms and conditions.

Offeror acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted on the Benton County Website: https://www.co.benton.wa.us/bids.aspx?id=820&catid=46

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

Attachment F

aramark

This institution is an equal opportunity provider.

Week: 1

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	T. Ham 1 ozw	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
Hard Cooked Egg 1 each	Cheese 1/2 ozw	Hard Cooked Egg 1 each	Whole Wheat Bread 2 slice	T. Ham 1 ozw	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Whole Wheat Bread 1 slice	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Apple Jelly 1 packet	Cheese 1/2 ozw	Whole Grain Bagel 1 each	Grape Jelly 1 packet
Margarine, pc 1 each	100% Orange Juice (4 oz) 1 each	Grape Jelly 1 packet	100% Apple Juice (4 oz) 1 each	Whole Wheat Bread 1 slice	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		
Pepper 1 packet		Pepper 1 packet				
Meal Name: Lunch						
Whole Grain Rotini & Italian Sauce (2.5 MMA)~ 10 ozw	Whole Grain Mac & Cheese Casserole (2.5 MMA)~ 8 ozw	Peanut Butter 4 tablespoon	Turkey 5 1/2 ozw	BBQ Chicken Breast 1 each	T. Hot Dogs (1.5 oz each) 2 each	T. Salami 4 ozw
Green Beans LF 1/2 cup	Peas LF 1/2 cup	Apple Jelly 2 packet	Tomatoes Chopped, Sliced, or Diced 1/2 ozw	Whole Grain Mac & Cheese 3/4 cup	Chopped Onion 4 tablespoon	Mustard 1 packet
Romaine Garden Salad 1 cup	Carrots LF 1/2 cup	Whole Wheat Bread 4 slice	Shredded Romaine Lettuce 1/4 cup	Broccoli LF 1/2 cup	Ketchup & Mustard Packets 1 each	Shredded Romaine Lettuce 1/4 cup
Italian Dressing 1/3 fl oz	Whole Wheat Bread 1 slice	Scalloped Potatoes LF 1/2 cup	Mayo Dressing & Mustard Packets 1 each	Romaine Garden Salad 1 cup	Whole Wheat Bread 2 slice	Whole Wheat Bread 2 slice
Whole Wheat Bread 1 slice	Fresh Fruit (113 count) 1 each	Coleslaw Vinaigrette 1/2 cup	Whole Wheat Bread 2 slice	French Dressing LF 1/3 fl oz	Paprika Potatoes LF 1 cup	Parsley Potatoes LF 1 cup
Apple 1 each	100% Apple Juice (4 oz) 1 each	Apple 1 each	Carrots LF 1/2 cup	Whole Wheat Bread 1 slice	Romaine Garden Salad 1 cup	Green Beans LF 1/2 cup
Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	Baked Beans 1/2 cup	Apple 1 each	Italian Dressing 1/3 fl oz	Applesauce 1 cup
Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Diced Peaches 1 cup	Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Milk-Student Choice (Half Pint) 1 each
			Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet
			Pepper 1 packet		Pepper 1 packet	
Meal Name: Dinner						
Baked Meatloaf (3 ozw each) 1 patty	Breaded Chicken Breast Patty (4 ozw raw each) 1 patty	Meatballs (1/2 oz each) 6 each	Seasoned Garlic & Parsley LS Poultry for Diets~ 3 ozw	Southwest Burrito Filling (2 oz)~ 12 ozw	Cheesy Broccoli Noodle Casserole (2 oz)~ 12 ozw	Sloppy Giuseppe (2 oz)~ 3 ozw
Gravy LF/LS 3 fl oz	Corn 1/2 cup	Italian Tomato Sauce LS 3 fl oz	Cheese 1/2 ozw	Cheese Sauce 1 fl oz	Carrot Salad 1/2 cup	Cheese 1/2 ozw
Parsley Potatoes 1 cup	Oven Browned Potatoes 3/4 cup	Rotini 1 cup	Hamburger Bun 1 each	Spanish Rice 3/4 cup	Green Beans 1/2 cup	Hamburger Bun 1 each
Mixed Vegetables 1/2 cup	Enriched Bread 2 slice	Romaine Garden Salad 1/2 cup	Ketchup & Mustard Packets 2 each	Corn 1/2 cup	Fresh Baked Garlic Roll 2 ozw	Corn 1/2 cup
Fresh Baked Garlic Roll 2 ozw	Margarine, pc 2 each	Italian Dressing 1/2 fl oz	Oven Stripped Potatoes 3/4 cup	Shredded Romaine Lettuce 1/2 cup	Iced White Cake 1/54 cut	Coleslaw Vinaigrette 1/2 cup
Iced White Cake 1/54 cut	Fudge Brownie 1/54 cut	Garlic Bread 2 slice	Kettle Blend Mixed Vegetables 1/2 cup	Flour Tortilla (6") 2 each	Fruit Drink w/ Vitamin C 1 cup	Iced Lemon Cake 1/54 cut
Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Duplex Sandwich Cookies 2 each	Frosted Brownie 1/54 cut	Fruity Oatmeal Bar 1/54 cut	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup
Pepper 1 packet	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup		Pepper 1 packet
		Pepper 1 packet	Pepper 1 packet	Pepper 1 packet		
Meal Name: Evening Snack						
1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Enriched Bread 2 slice	Coffeecake (1/54 2 @) 1/27 cut	Corn Flakes Cereal 1 1/2 cup	Fresh Fruit (113 count) 1 each	Corn Flakes Cereal 1 1/2 cup	Coffeecake (1/54 2 @) 1/27 cut	Enriched Bread 2 slice
Peanut Butter 2 tablespoon	Apple Jelly 2 packet				Apple Jelly 2 packet	Mustard 1 packet
Grape Jelly 2 packet						T. Bologna 2 ozw

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.
NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

Proposed 5/2020

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 2

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	T. Ham 1 ozw	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
Hard Cooked Egg 1 each	Cheese 1/2 ozw	Hard Cooked Egg 1 each	Whole Wheat Bread 2 slice	T. Ham 1 ozw	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Whole Wheat Bread 1 slice	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Grape Jelly 1 packet	Cheese 1/2 ozw	Whole Grain Bagel 1 each	Apple Jelly 1 packet
Margarine, pc 1 each	100% Orange Juice (4 oz) 1 each	Apple Jelly 1 packet	100% Apple Juice (4 oz) 1 each	Whole Wheat Bread 1 slice	100% Apple Juice (4 oz) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Orange Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		
Pepper 1 packet		Pepper 1 packet				
Meal Name: Lunch						
Sloppy Joe LS (3 oz)~ 4 ozw	T. Hot Dogs (1.5 oz each) 2 each	Whole Grain Rotini & Italian Sauce (2.5 MMA)~ 10 ozw	Whole Grain Tuna Noodle Casserole (2 MMA) 10 ozw	Whole Grain Vegetable Rice Soup LS 1/2 cup	Chili con Carne w/ Beans (2 oz)~ 10 ozw	Sloppy Joe LS (3 oz)~ 4 ozw
Whole Grain Hamburger Bun 1 each	Chopped Onion 4 tablespoon	Broccoli LF 1/2 cup	Peas & Carrots LF 1 cup	Peanut Butter 4 tablespoon	Whole Grain Brown Rice LF 1/2 cup	Whole Grain Hamburger Bun 1 each
Potato Salad LF 1/2 cup	Mustard 2 packet	Romaine Garden Salad 1 cup	Garlic Whole Wheat Bread LF 1 slice	Grape Jelly 2 packet	Corn LF 1/2 cup	BBQ Pinto Beans LS 1/2 cup
Carrot Salad LF 1/2 cup	Whole Wheat Bread 2 slice	Italian Dressing 1/3 fl oz	Applesauce 1 cup	Whole Wheat Bread 4 slice	Romaine Garden Salad 1 cup	Coleslaw Vinaigrette LF 1/2 cup
Apple 1 each	Cajun Potatoes LF 3/4 cup	Garlic Whole Wheat Bread LF 1 slice	Milk-Student Choice (Half Pint) 1 each	Carrot Sticks or Coins 3 1/5 ozw	Italian Dressing 1/3 fl oz	Apple 1 each
Milk-Student Choice (Half Pint) 1 each	Coleslaw Vinaigrette 1/2 cup	Apple 1 each	Pepper 1 packet	Vinaigrette Calico Coleslaw LF/LS 1/2 cup	Whole Wheat Bread 1 slice	Milk-Student Choice (Half Pint) 1 each
Pepper 1 packet	Fresh Fruit (113 count) 1 each	Milk-Student Choice (Half Pint) 1 each		Fresh Fruit (113 count) 1 each	Diced Peaches 1 cup	Pepper 1 packet
	100% Apple Juice (4 oz) 1 each	Pepper 1 packet		100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	
	Milk-Student Choice (Half Pint) 1 each			Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	
	Pepper 1 packet			Pepper 1 packet		
Meal Name: Dinner						
Roast Turkey 3 ozw	Southwest Burrito Filling (2 oz)~ 12 ozw	T. Ham 3 ozw	Charbroiled Patty (3 ozw) 1 patty	Baked Meatloaf (3 ozw each) 1 patty	Savory Stroganoff (2 oz)~ 10 ozw	Macaroni & Cheese Casserole (2 oz)~ 12 ozw
Gravy LS 3 fl oz	Enchilada Sauce 3 fl oz	Gravy LS 3 fl oz	Cheese 1/2 ozw	Gravy LS 3 fl oz	Cajun Potatoes 1 cup	Romaine Garden Salad 1/2 cup
Mashed Potatoes 1 cup	Rice 1 cup	Mashed Potatoes 1 cup	Hamburger Bun 1 each	Mashed Potatoes 1 cup	Coleslaw Vinaigrette 1/2 cup	French Dressing LF 1/2 fl oz
Mixed Vegetables 1/2 cup	Shredded Romaine Lettuce 1/2 cup	Green Beans 1/2 cup	Ketchup & Mustard Packets 2 each	Broccoli 1/2 cup	Southern Cornbread 1/54 cut	Corn 1/2 cup
Wheat Bread 2 slice	Ranch Salad Dressing 1/2 fl oz	Fresh Baked Roll 2 ozw	Rice O'Brien 1 cup	Fresh Baked Roll 2 ozw	Margarine, pc 2 each	Enriched Bread 2 slice
Margarine, pc 2 each	Flour Tortilla (6") 2 each	Margarine, pc 2 each	Coleslaw Vinaigrette 1/2 cup	Margarine, pc 2 each	Frosted Brownie 1/54 cut	Margarine, pc 2 each
Iced Yellow Cake 1/54 cut	Frosted Pink Cake 1/54 cut	Frosted Brownie 1/54 cut	Iced White Cake 1/54 cut	Duplex Sandwich Cookies 2 each	Fruit Drink w/ Vitamin C 1 cup	Iced Yellow Cake 1/54 cut
Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup
Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet		Pepper 1 packet
Meal Name: Evening Snack						
1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Enriched Bread 2 slice	Fresh Fruit (113 count) 1 each	Enriched Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	Fresh Fruit (113 count) 1 each	Coffeecake (1/54 2 @) 1/27 cut	Fresh Fruit (113 count) 1 each
Peanut Butter 2 tablespoon		Tuna Salad LF (2 oz) 3 ozw			Grape Jelly 2 packet	
Apple Jelly 2 packet						

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.
NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

Proposed 5/2020

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 3

Meal Name: Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	T. Ham 1 ozw	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	LowFat Cream Cheese 1 each	Peanut Butter 2 tablespoon
Hard Cooked Egg 1 each	Cheese 1/2 ozw	Hard Cooked Egg 1 each	Whole Wheat Bread 2 slice	T. Ham 1 ozw	Whole Grain Bagel 1 each	Whole Wheat Bread 2 slice
Whole Wheat Bread 1 slice	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Apple Jelly 1 packet	Cheese 1/2 ozw	100% Apple Juice (4 oz) 1 each	Grape Jelly 1 packet
Margarine, pc 1 each	100% Apple Juice (4 oz) 1 each	Grape Jelly 1 packet	100% Apple Juice (4 oz) 1 each	Whole Wheat Bread 1 slice	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Orange Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Orange Juice (4 oz) 1 each		Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		
Pepper 1 packet		Pepper 1 packet				

Meal Name: Lunch

Smoked T. Sausage (3 oz each) 1 each	Tex-Mex Taco Filling LS (3 oz)~ 4 ozw	T. Hot Dogs (1.5 oz each) 2 each	Enchilada Filling (2.5 MMA)~ 5 ozw	Buffalo Chicken Mac & Cheese 1 1/2 cup	Savory Stroganoff LF (2.5 MMA)~ 6 ozw	T. Hot Dogs (1.5 oz each) 2 each
Mustard 1 packet	Cheese Sauce 1/2 fl oz	Chopped Onion 4 tablespoon	Whole Grain Brown Rice LF 1/2 cup	Green Beans LF 3/4 cup	Whole Grain Brown Rice LF 1 cup	Chopped Onion 4 tablespoon
Baked Beans 1/4 cup	Shredded Romaine Lettuce 1 cup	Ketchup & Mustard Packets 1 each	Corn LF 1/2 cup	Romaine Garden Salad 1 cup	Carrots LF 3/4 cup	Ketchup & Mustard Packets 1 each
Whole Grain Mac & Cheese 3/4 cup	Corn LF 1/2 cup	Whole Wheat Bread 2 slice	Shredded Romaine Lettuce 1 cup	Italian Dressing 1/3 fl oz	Peas LF 1/2 cup	Whole Wheat Bread 2 slice
Broccoli LF 1/2 cup	Salsa 3 fl oz	Peas & Carrots LF 1/2 cup	Italian Dressing 1/3 fl oz	Fresh Fruit (113 count) 1 each	Romaine Garden Salad 1 cup	Parsley Potatoes LF 1 cup
Cabbage LF 1/2 cup	Whole Grain Brown Rice LF 1/2 cup	Romaine Garden Salad 1 cup	Whole Grain Flour Tortilla (10") 1 each	100% Apple Juice (4 oz) 1 each	French Dressing LF 1/3 fl oz	Baked Beans 1/2 cup
Whole Wheat Bread 1 slice	Whole Grain Flour Tortilla (10") 1 each	Italian Dressing 1/3 fl oz	Apple 1 each	Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Diced Peaches 1 cup
Apple 1 each	Apple 1 each	Fresh Fruit (113 count) 1 each	Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Pepper 1 packet		Pepper 1 packet	Pepper 1 packet
Pepper 1 packet	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each				
		Pepper 1 packet				

Meal Name: Dinner

Lasagna (2 oz / 1/2 oz cheese)~ 12 ozw	Meatballs (1/2 oz each) 6 each	Roast Turkey 3 ozw	Baked Meatloaf (3 ozw each) 1 patty	Sloppy Giuseppe (2 oz)~ 3 ozw	Salisbury Steak (3 ozw each) 1 patty	Burrito 1 each
Mixed Vegetables 1/2 cup	Italian Tomato Sauce LS 3 fl oz	Mashed Potatoes 1 cup	Rotini 1 cup	Cheese 1 ozw	Mashed Potatoes 1 cup	Enchilada Sauce 2 fl oz
Romaine Garden Salad 1/2 cup	Rotini 1 cup	Gravy LS 3 fl oz	Gravy LS 3 fl oz	Hamburger Bun 1 each	Onion Gravy 3 fl oz	Rice O'Brien 1 cup
Italian Dressing 1/2 fl oz	Romaine Garden Salad 1/2 cup	Green Beans 1/2 cup	Carrots 1/2 cup	Oven Browned Potatoes 1 cup	Stewed Tomatoes 3/4 cup	Romaine Garden Salad 1/2 cup
Garlic Bread 2 slice	Ranch Salad Dressing 1/2 fl oz	Enriched Bread 2 slice	Fresh Baked Roll 2 ozw	Coleslaw Vinaigrette 1/2 cup	Garlic Bread 2 slice	French Dressing LF 1/2 fl oz
Frosted Pink Cake 1/54 cut	Carrots 1/2 cup	Margarine, pc 2 each	Margarine, pc 2 each	Fruity Oatmeal Bar 1/54 cut	Iced Lemon Cake 1/54 cut	Frosted Brownie 1/54 cut
Fruit Drink w/ Vitamin C 1 cup	Garlic Bread 2 slice	Iced Spice Cake 1/54 cut	Iced White Cake 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup
Pepper 1 packet	Frosted Brownie 1/54 cut	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet
	Fruit Drink w/ Vitamin C 1 cup	Pepper 1 packet	Pepper 1 packet			
	Pepper 1 packet					

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.
NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

Proposed 5/2020

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 3

Meal Name: Evening Snack

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
T. Salami Sandwich (2 oz/1 Mustard PC) 1 sandwich	Coffeecake (1/54 2 @) 1/27 cut	Corn Flakes Cereal 1 1/2 cup	Fresh Fruit (113 count) 1 each	T. Salami Sandwich (2 oz/1 Mustard PC) 1 sandwich	Corn Flakes Cereal 1 1/2 cup	Enriched Bread 2 slice
	Grape Jelly 2 packet					Peanut Butter 2 tablespoon
						Apple Jelly 2 packet

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.
NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

Proposed 5/2020

BENTON JUVENILE
WASHINGTON

Weekly Average 2800 Calories Per Day
A choice of Skim or 1% milk will be offered at breakfast & lunch
Final Rule Nutrition Standards in the National School Lunch and School Breakfast Programs (Grades 9-12) – Jan. 2012

aramark

This institution is an equal opportunity provider.

Week: 4

Meal Name: Breakfast

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each	Fresh Fruit (113 count) 1 each
Toasted Oats Cereal 1 cup	T. Ham 1 ozw	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon	Toasted Oats Cereal 1 cup	Toasted Oats Cereal 1 cup	Peanut Butter 2 tablespoon
Hard Cooked Egg 1 each	Cheese 1/2 ozw	Hard Cooked Egg 1 each	Whole Wheat Bread 2 slice	T. Ham 1 ozw	LowFat Cream Cheese 1 each	Whole Wheat Bread 2 slice
Whole Wheat Bread 1 slice	Whole Grain Bagel 1 each	Whole Wheat Bread 1 slice	Grape Jelly 1 packet	Cheese 1/2 ozw	Whole Grain Bagel 1 each	Apple Jelly 1 packet
Margarine, pc 1 each	100% Orange Juice (4 oz) 1 each	Apple Jelly 1 packet	100% Apple Juice (4 oz) 1 each	Whole Wheat Bread 1 slice	100% Apple Juice (4 oz) 1 each	100% Orange Juice (4 oz) 1 each
100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each
Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		Milk-Student Choice (Half Pint) 1 each		
Pepper 1 packet		Pepper 1 packet				

Meal Name: Lunch

Whole Grain Rotini & Italian Sauce (2.5 MMA)~ 10 ozw	WG Grilled Turkey & Cheese (3 oz Turkey/1 oz Cheese) 1 sandwich	Tex-Mex Taco Filling (2.5 MMA)~ 4 ozw	Turkey 5 1/2 ozw	Chili con Carne (2 MMA)~ 6 ozw	Peanut Butter 4 tablespoon	Chili con Carne w/ Beans (2 oz)~ 10 ozw
Romaine Garden Salad 1 cup	Potatoes Cajun LF 1/2 cup	Salsa 2 fl oz	Mustard 1 packet	Whole Grain Mac & Cheese 1 1/4 cup	Apple Jelly 2 packet	Whole Grain Brown Rice LF 1/2 cup
Italian Dressing 1/3 fl oz	Carrots LF 1/2 cup	Pinto Beans LF 1/2 cup	Whole Wheat Bread 2 slice	Baked Potato 1 each	Whole Wheat Bread 4 slice	Corn LF 1/2 cup
Green Beans LF 1/2 cup	Fresh Fruit (113 count) 1 each	Corn LF 1/2 cup	Peas & Carrots LF 1/2 cup	Cheese Sauce 1/2 fl oz	Parsley Potatoes LF 1/2 cup	Coleslaw Vinaigrette LF 1/2 cup
Garlic Whole Wheat Bread LF 1 slice	100% Apple Juice (4 oz) 1 each	Whole Grain Flour Tortilla (10") 1 each	Romaine Garden Salad 1 cup	Broccoli LF 1/2 cup	Carrots LF 1/2 cup	Whole Wheat Bread 1 slice
Apple 1 each	Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Italian Dressing 1/3 fl oz	Apple 1 each	Diced Peaches 1 cup	Fresh Fruit (113 count) 1 each
Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	Apple 1 each	Milk-Student Choice (Half Pint) 1 each	Milk-Student Choice (Half Pint) 1 each	100% Apple Juice (4 oz) 1 each
Pepper 1 packet		Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each	Pepper 1 packet	Pepper 1 packet	Milk-Student Choice (Half Pint) 1 each
			Pepper 1 packet			Pepper 1 packet

Meal Name: Dinner

T. Ham 3 ozw	Tamale Pie~ 5 ozw	Seasoned Cajun-Style LS Poultry for Diets~ 3 ozw	Lasagna (2 oz / 1/2 oz cheese)~ 12 ozw	Meatballs (1/2 oz each) 6 each	Tex-Mex Taco Filling LS (2 oz)~ 3 ozw	Roast Turkey 3 ozw
Parsley Rotini 1 cup	BBQ Pinto Beans LS 1 cup	Cheese 1 ozw	Green Beans 1/2 cup	BBQ Sauce 1 fl oz	Shredded Romaine Lettuce 1/2 cup	Gravy LS 3 fl oz
Coleslaw Vinaigrette 1/2 cup	Romaine Garden Salad 1/2 cup	Hamburger Bun 1 each	Shredded Romaine Lettuce 1/2 cup	Hot Dog Bun 1 each	Flour Tortilla (6") 2 each	Mashed Potatoes 1 cup
Carrots 1/2 cup	Italian Dressing 1/2 fl oz	Ketchup & Mustard Packets 2 each	Italian Dressing 1/2 fl oz	Oven Stripped Potatoes 1 cup	Salsa 2 fl oz	Romaine Garden Salad 1/2 cup
Fresh Baked Roll 2 ozw	Southern Cornbread 1/54 cut	French Fries 1 cup	Enriched Bread 2 slice	Ketchup 2 packet	Refried Beans 1/2 cup	Italian Dressing 1/2 fl oz
Margarine, pc 2 each	Margarine, pc 2 each	Mixed Vegetables 1/2 cup	Margarine, pc 2 each	Corn 1/2 cup	Spanish Rice 1/2 cup	Enriched Bread 2 slice
Iced Yellow Cake 1/54 cut	Frosted Pink Cake 1/54 cut	Lemon Square 1/54 cut	Iced Yellow Cake 1/54 cut	Duplex Sandwich Cookies 2 each	Corn 1/2 cup	Margarine, pc 2 each
Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup	Fruity Oatmeal Bar 1/54 cut	Duplex Sandwich Cookies 2 each
Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Pepper 1 packet	Fruit Drink w/ Vitamin C 1 cup	Fruit Drink w/ Vitamin C 1 cup
					Pepper 1 packet	Pepper 1 packet

Meal Name: Evening Snack

1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each	1% Milk (Half Pint) 1 each
Coffeecake (1/54 2 @) 1/27 cut	Enriched Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	T. Salami Sandwich (2 oz/1 Mustard PC) 1 sandwich	Enriched Bread 2 slice	Corn Flakes Cereal 1 1/2 cup	Coffeecake (1/54 2 @) 1/27 cut
Grape Jelly 2 packet	Tuna Salad LF (2 oz) 3 ozw			Peanut Butter 2 tablespoon		Grape Jelly 2 packet
				Apple Jelly 2 packet		

All entree portions purchased fully cooked, within manufacturer tolerance specifications, are weight measurements prior to reheating. Casseroles and combination items made from scratch are based upon approximate cooked weight measurements. Weights on cookies, bread, rolls, and breadsticks made from mix or scratch are prior to baking. Pancakes made from mix or scratch are batter volume measurement prior to cooking. Side dishes are volume measurements. All starches, vegetables, and cooked cereal are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used. ~This item made with mechanically separated poultry used in accordance with USDA standards.
NUTRITION STATEMENT: This menu meets the nutritional guidelines of the American Correctional Association which are based upon the current DRI's for males and females 9 to 18 years as established by the Food and Nutrition Board of the Institute of Medicine, National Academy of Sciences. Adequate levels of protein, vitamin A, vitamin C, calcium, and iron are included.

Attachment G

Fixed Price Per Meal
Benton County Juvenile Justice Center
Effective July 1, 2020 through June 30, 2021

Number of Meals Served Including Youth and Staff		Fixed Price per Meal (Including 3% CPI -March 2019 to March 2020)
1	29	$ 4.990
30	34	$ 4.879
35	39	$ 4.387
40	44	$ 4.018
45	49	$ 3.731
50	54	$ 3.501
55	59	$ 3.314
60	64	$ 3.157

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Off-contract compensation of Attorney Eric Scott for Juvenile Class A conflict case
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☐ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

PA's Office does not review or approve OPD consent agenda items.

Benton County is legally obligated to provide public defense cases to juveniles charged with criminal offenses. The case of State v. McCord, 20-8-00029-03, is one of such cases. This case is a Class A felony matter and is a matter that, because of conflict of interest reasons, other regularly contracted attorneys are unable to take on.

Attorney Eric Scott, who doesn't otherwise have a contract for juvenile cases, has agreed to serve as court-appointed public defender on State v. McCord for the sum of $2,000 as a flat fee. This is a very reasonable rate in light of market rates for such charges (easily in the tens of thousands) as well as what is paid to other contract public defenders (approximately $1,200).

Fiscal Impact

N/A

Recommendation

Approve resolution that will compensate attorney Eric Scott for serving as conflict public defender on the matter of State v. McCord, Benton County Juvenile Court number 20-8-00029-03

Suggested Motion

Be it resolved that attorney Eric Scott be compensated in the amount of $2,000 for serving as conflict public defender in the matter of State v. McCord, Benton County Juvenile Court number 20-8-00029-03.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY ERIC SCOTT FOR HIS APPOINTMENT TO A CONFLICT CLASS A FELONY CRIMINAL CASE IN BENTON COUNTY JUVENILE COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Juvenile Court for criminal cases; and

WHEREAS, State v. McCord, Case Number 20-8-00029-03 ("Case"), is a Class A felony case which was, by reason of conflicts of interest, unable to be handled by attorneys regularly contracted to handle juvenile criminal cases; and

WHEREAS, attorney Eric Scott, who doesn't otherwise have a contract for such services, agreed to serve as appointed public defender on Case for the flat fee of $2,000 which is very reasonable in light of market rates for such services as well as what the County pays other public defense contract attorneys; **NOW, THEREFORE**

BE IT RESOLVED that attorney Eric Scott be paid the sum of $2,000 as a flat fee for his services as appointed public defender on the case of State v. McCord, Case Number 20-8-00029-03. This fee is a one-time fee for attorney Eric Scott's services on this case.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Eric Scott
Copy – Auditor, S Godinez

E. Hsu

Benton County Office of Public Defense

Uniform Claim for Compensation – Legal Services (FA-3)

1. Attorney of Record	2. Issue Payment To (if different):
Eric Scott	Tri-City Legal, P.L.L.C.

3. Case Name (if applicable)	4. Court/Jurisdiction:	5. Case Number (if applicable)
State v. McCord	☒ Benton Superior ☐ Benton District	20-8-0029-03 ☐ Sealed ***Note: this does not seal the case.*** ** Attorney is responsible for obtaining court order. * Attach original sealing order to claim.*

6. Claim for compensation for:	7. Maximum authorized amount for case/contract (if applicable)	(Office use only)
☐ Homicide case ☐ Persistent Offender case ☐ Other approved per hour case ☐ Arraignment Docket ☐ Trial per diem (list dates) ☐ RALJ Appeal ☐ Overflow by-the-case ☒ Other (describe) Conflict Attorney for Juvenile Case	**$** N/A 8. Amounts previously paid out of maximum (if applicable) $ N/A **9. Amount being requested in this Claim for Compensation** $ 2,000.00	

I hereby certify under penalty of perjury as provided for by the laws of the State of Washington that:
- pursuant to the terms of the contract referenced above, I am entitled to the amount of compensation claimed above;
- the attached detailed billing statement is true and accurate to the best of my knowledge;

This Claim for Compensation must be accompanied by a detailed billing statement in order for payment to be approved.

Eric Scott (electronically signed) — Attorney of Record

05/27/2020 — Date

To the Benton County Auditor – You are hereby requested to disburse the amount stated in the box below directly to the attorney of record identified above.

OPD Approval		**Amount:** $2,000	
Authorized signature	Date 5/28/2020	Counter signature (for Claims over $10,000)	Date

Upon conviction the Benton County Clerk may assess these costs directly upon defendant

(509) 222-3700
opd@co.benton.wa.us

BENTON COUNTY WA
Office of Public Defense

Tri-City Legal, P.L.L.C.

Telephone	**Facsimile**	**Address**	**Email**
509.578.1555	509.591.9355	7101 W. Hood Pl., Ste. B-202 Kennewick, WA 99336	escott@tri-citylegal.com

Benton County Office of Public Defense
May, 2020
7122 W. Okanogan Pl # A
Kennewick, WA 99336
RE: State v. McCord

FEES

Date	**Description**	**Fee**
05/15/2020	**Class A Felony (Robbery 1st Degree). State v. McCord. Case Number 20-8-00029-03.**	**$2,000.00**

Total: $2,000.00

Balance Due (please remit): **$2,000.00**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020 **Memo Date:** July 17, 2020
Subject:	Re-appointment of Brian Skeels to the Planning Commission
Presenter:	Greg Wendt
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

Mr. Skeels in the Second Commissioner District on the Benton County Planning Commission term was up on July 1, 2020. He has indicated his desire to continue serving on the Planning Commission.

Fiscal Impact - Reimbursement of mileage

Amount: **Unknown**

Fund: **Current Expense**

Recommendation

It is the recommendation of the Planning Staff that the Board of County Commissioners sign the resolution appointing the above-mentioned Planning Commission member to the Planning Commission for another four-year term to expire on July 1, 2024.

Suggested Motion

The Board approves the re-appointment of Mr. Skeels to the Benton County Planning Commission with his term to expire on July 1, 2024.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF BRIAN SKEELS TO THE BENTON COUNTY PLANNING COMMISSION.

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission; and,

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual board members, said appointment to result in equal representation among the Commissioner Districts; and,

WHEREAS the term of Brian Skeels in the Second Commissioner District expired July 1, 2020, and

WHEREAS the Second District Commissioner has nominated Mr. Skeels for reappointment, and he has stated his desire to continue serving, and the other members of the Board concur with the nomination,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners reappoints Brian Skeels, to the Benton County Planning Commission, with his term expiring July 1, 2024.

Dated this 4th day of August 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GJW/djh

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF MARJORIE KASPAR TO THE BENTON COUNTY PLANNING COMMISSION.

WHEREAS, Benton County Ordinance No. 86 (as amended by Ordinance No. 181), adopted pursuant to RCW 36.70, provides for a seven-member County Planning Commission; and,

WHEREAS, RCW 36.70.080 provides for appointment of Planning Commission members by the Chairman of the Board of County Commissioners, upon approval of a majority of the Board, from nominations by individual board members, said appointment to result in equal representation among the Commissioner Districts; and,

WHEREAS the term of Marjorie Kaspar in the First Commissioner District expired July 1, 2020, and

WHEREAS the First District Commissioner has nominated Ms. Kaspar for reappointment, and she has stated her desire to continue serving, and the other members of the Board concur with the nomination,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners reappoints Marjorie Kaspar, to the Benton County Planning Commission, with her term expiring July 1, 2024.

Dated this 4th day of August 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GJW/djh

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Accepting work by Central Washington Asphalt for Amon Road Paving project
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

The County entered into a contract with Central Washington Asphalt, Inc. for the Amon Road Paving project on September 18, 2018 (Res. 2018-665). Central Washington Asphalt, Inc. has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Central Washington Asphalt, Inc.'s work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CENTRAL WASHINGTON ASPHALT, INC. UNDER CONTRACT FOR C.E. 2059 CRP – AMON ROAD PAVING PROJECT

WHEREAS, on September 18, 2018 the Board of County Commissioners entered into a contract with Central Washington Asphalt, Inc. of Moses Lake, Washington (Resolution 2018-665) for C.E. 2059 CRP – Amon Road Paving project; and

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

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

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

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

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineer's recommendation and hereby accepts the work performed by Central Washington Asphalt, Inc. under contract for C.E. 2059 CRP – Amon Road Paving project as being completed in conformance with the contract documents.

Dated this 4th day of August 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Public Works

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	Purchase of magnesium chloride from EnviroTech Services, Inc.
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

The Benton County Public Works Department uses magnesium chloride in their routine maintenance of County gravel roads for dust abatement and to minimize the amount of crew time needed to carry out maintenance activities. Magnesium chloride can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 02714 from EnviroTech Services, Inc.

Fiscal Impact

Amount: $50,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of magnesium chloride from EnviroTech Services, Inc. utilizing Washington State Contract #02714 from this date through December 31, 2020 at or below the current state contract rate, in an amount not to exceed $50,000.00 including WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF MAGNESIUM CHLORIDE FOR USE BY THE BENTON COUNTY PUBLIC WORKS DEPARTMENT FROM ENVIROTECH SERVICES, INC.

WHEREAS, the Benton County Public Works Department uses magnesium chloride in their routine maintenance of County gravel roads; and

WHEREAS, Washington State Contract No. 02714 allows for the purchase of magnesium chloride from EnviroTech Services, Inc., Greeley, CO; and

WHEREAS, the County Engineer recommends purchasing the magnesium chloride from EnviroTech Services, Inc. in an amount not to exceed $50,000.00 including Washington State Sales Tax (WSST); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the County Engineer's recommendation and authorizes the purchase of magnesium chloride from EnviroTech Services, Inc., Greeley, CO through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 from this date through December 31, 2020 at or below the current state contract rate, in an amount not to exceed $50,000.00 including WSST.

Dated this 4th day of August 2020.

_____
Chairman of the Board

_____
Chairman ProTem

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

Attest _____
Clerk of the Board

Original: Public Works
cc: Auditor

S. Christen

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN SOLID WASTE COLLECTION FUND NUMBER 0155101, DEPARTMENT NUMBER 000

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Prepared by:
B. Parham

cc: Auditor

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: No Department Dept Nbr: 000

Fund Name: Solid Waste Collection Fund Nbr: 0155101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
553.710	4103	Professional Services	$7,000
TOTAL			$7,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
553.710	9169	Road Fund Services	$7,000
TOTAL			$7,000

Explanation:

A line item transfer is required to fund Road Fund Services.

Prepared by: Blanca Parham Date: 20-Jul-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	2020 Byrne Justice Assistance Grant
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Jon Law, Commander

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

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office would like to participate in the 2020 Justice Assistance Grant (JAG) which will be distributed to Kennewick Police Department and Benton County Sheriff's Office as agreed upon by both parties. The total award is $16,047 and the breakdown of funds is as follows:

KPD - $9,629

BCSO - $6,418

Fiscal Impact

This is a reimbursable grant through the City of Kennewick, with no cash match requirement. This grant was included in the 2019/2020 budget process for both revenue and expenditures in Department 121.

Recommendation

Authorize the Chairman of the Board to sign the attached Interlocal Agreement between the City of Kennewick and Benton County.

Suggested Motion

The Board of Benton County Commissioners hereby approves the 2020 Byrne Justice Assistance Grant (JAG) and authorizes the Chairman to sign the Interlocal Agreement between the City of Kennewick and County of Benton.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WA AND COUNTY OF BENTON, WA FOR THE 2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG).

WHEREAS, the Benton County Sheriff's Office would like to participate in the 2020 Byrne Justice Assistance Grant (JAG) to fund the purchase of chemical agent gas masks for deputies; and

WHEREAS, the total amount awarded to the City of Kennewick and Benton County was $16,047, which both parties agreed to be split between Kennewick Police Department (60%) and Benton County Sheriff's Office (40%); and

WHEREAS, the City of Kennewick agrees to pay Benton County a total of $6,418 of JAG funds; and

WHEREAS, if there is a balance of grant funding remaining after the purchase of chemical agent gas masks for deputies, the Board of Commissioners hereby authorizes the Benton County Sheriff's Office to apply it towards other equipment needed after receiving approval from the JAG Grant Committee; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the Interlocal Agreement for the 2020 Byrne Justice Assistance Grant (JAG); and

BE IT FURTHER RESOLVED, Benton County's portion of the 2020 JAG award is $6,418; and

BE IT FURTHER RESOLVED the term of the attached Interlocal agreement shall commence upon signature of both parties and shall terminate September 30, 2021.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, City of Kennewick

Prepared by: K. Gillies

THE STATE OF WASHINGTON
COUNTY OF BENTON **KNOW ALL BY THESE PRESENT**

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KENNEWICK, WA AND COUNTY OF BENTON, WA

2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this August 4, 2020, by and between The County of Benton, acting by and through its governing body, the Benton County Commissioners (hereinafter referred to as COUNTY) and the City of Kennewick, acting by and through its governing body, the Kennewick City Council (hereinafter referred to as CITY), both of Benton County, State of Washington, witnesseth:

WHEREAS, this Agreement is made under the authority of RCW 39.34 and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and,

WHEREAS, the total award to CITY and COUNTY is $16,047, which will be split between the Kennewick Police Department (60%) and the Benton County Sheriff's Office (40%), as they are certified as disparate, therefore requiring one application and award to be shared between both jurisdictions; and,

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the CITY and COUNTY agree as follows:

Section 1.

CITY is the fiscal agent for this grant as only one jurisdiction can make application for the funds. CITY agrees to pay COUNTY a total of $6,418 of JAG funds from the 2020 award.

Section 2.

COUNTY agrees to use $6,418 for chemical agent gas masks for deputies.

Section 3.

CITY agrees to use $9,629 to purchase three in-car computers to finish outfitting the Kennewick Police Department patrol fleet.

Section 4.

COUNTY agrees to submit timely quarterly reports to CITY, the grantee/fiscal agency, by the fifth calendar day at the end of each quarter (January 5, April 5, July 5 and October 5), consistent with, and for the purpose of compliance with the reporting requirements for the JAG program.

Section 5.

Nothing in the performance of this Agreement shall impose any liability on CITY for claims against COUNTY, or on COUNTY for claims against CITY.

Section 6.

Any party hereto may terminate this Agreement upon one hundred and twenty (120) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's contract representative listed in Section 12 for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of termination.

Section 7.

Each party to this Agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain any right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10.

The term of this Agreement shall be from the date of signing through September 30, 2021.

Section 11.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement.

Section 12.

Each party 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:

Benton County: Sheriff Jerry Hatcher
City of Kennewick: Chief Ken Hohenberg

Section 13.

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understanding not incorporated in this Agreement are specifically excluded.

City of Kennewick, Washington	**County of Benton, Washington**
_____	_____
DON BRITAIN, Mayor	Chairman of Benton County Commission
ATTEST:	APPROVED AS TO FORM:
_____	_____
TERRI WRIGHT, City Clerk	Deputy Prosecuting Attorney

APPROVED AS TO FORM:
Contract Authorization

_____
LISA BEATON, City Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4, 2020
Subject:	6 Year Road Program
Presenter:	Doug D'Hondt
Prepared By:	Jeff Liner
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

A Six Year Road Program is required to be prepared every year describing the road maintenance and improvement program. A Program has been prepared for 2021-2026. A public hearing was held on August 4, 2020 and no opposition was brought forth. Therefore, the 2021-2026 Six-Year Road Program needs to be approved by the Board.

Fiscal Impact

See Attached spreadsheet

Recommendation

Approve the 2021-2026 Six-Year Road Program.

Suggested Motion

The Board of Benton County Commissioners hereby approves the 2021-2026 Six-Year Road Program as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF THE 2021 - 2026 SIX-YEAR ROAD PROGRAM

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2021 through 2026 shall be adopted prior to adoption of the annual budget, after one or more public hearings; and

WHEREAS, a public hearing on said six-year plan/road program was held on August 4, 2020; and

WHEREAS, in accordance with WAC 136-14-050 and WAC 136-20-060, the priority array and bridge report prepared by the County Engineer and staff were considered as a part of the six-year plan; and

WHEREAS, the County Engineer recommends approval of the 2021 – 2026 Six Year Road Program; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the County Engineer's recommendation and hereby approves the 2021 – 2026 Six-Year Road Program.

Dated this 4th day of August 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works

S. Christen

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

001

Plymouth Road Pavement Overlay

M.P. 4.61 to M.P. 8.49

Description and Scope

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

Purpose and Need

Plymouth Road is situated in the Horse Heaven Hills of Benton County, it serves as a haul route for farms in the area. The improvement of this section of road is to repair the rutting that has occurred from heavy truck traffic.

History and Current Status

Plymouth Road is a paved road with a 50 mph speed limit. The pavement wearing course is showing signs of significant distress and rutting

Operating and Maintenance Impact

Once Plymouth Road is improved, it will be maintained through the County's chip seal program.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
PLYMOUTH ROAD	11050	2R	M.P. 4.61	M.P. 8.49	4.61	8.49	07	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal		STBG	$ 1,492,200.00	$ 1,492,200.00					
State			$ -						
County			$ 241,900.00	$ 241,900.00					
Local			$ -						
		TOTAL	$ 1,734,100.00	$ 1,734,100.00	$ -	$ -	$ -	$ -	$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ -						
Construction/Service Cost	$ 1,734,100.00	$ 1,734,100.00					
	$ -						
	$ -						
TOTAL	$ 1,734,100.00	$ 1,734,100.00	$ -	$ -	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

002

Dallas Road Bike Path Project

City Limit to Arena Road

Description and Scope

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

Purpose and Need

Dallas road has an average daily traffic of 5,410 vehicles, it is a major collector that has seen substantial growth in surrounding subdivisions in the last 10 years. It is also the primary access point for 2 Benton County Trailheads used by pedestrians and bicyclists.

History and Current Status

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

Operating and Maintenance Impact

Once Dallas Road is improved, it will be maintained through the County's chip seal program.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
DALLAS ROAD	11050	3R	CITY LIMITS	ARENA ROAD	2.20	4.22	05	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal	1150	STBG	$ 575,000.00	$ 575,000.00					
State			$ -						
County			$ -						
Local			$ -						
		TOTAL	$ 575,000.00	$ 575,000.00	$ -	$ -	$ -	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ -						
Construction/Service Cost		$ 575,000.00	$ 575,000.00					
		$ -						
		$ -						
	TOTAL	$ 575,000.00	$ 575,000.00	$ -	$ -	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

003

Crosby Road Phase II

McClure Road "Y" to M.P. 10.64

Description and Scope

Crosby Road is a rural major collector in northwest Benton County. This project would widen a narrow section of roadway and prepare it for a future wedge penetration BST.

Purpose and Need

Crosby Road, situated in the northwest of Benton County, serves as a haul road for farms in the area. Improvement of the road will allow for better access from farm to arterials, the freeway, and nearby towns.

History and Current Status

The northernmost part of Crosby Road received similar treatment in 2019. Improving this section helped to reestablish the road and improve access.

Operating and Maintenance Impact

Once Crosby Road is improved, it will be maintained through the County's chip seal program.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
CROSBY RD	22,190	RC	MCCLURE Y	M.P. 10.64	7.76	10.64	08	EXEMPT	4

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal			$ -						
State			$ -						
County	ROAD	PT & MVFT	$ 225,000.00	$ 225,000.00					
Local			$ -						
		TOTAL	$ 225,000.00	$ 225,000.00	$ -	$ -	$ -	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 25,000.00	$ 25,000.00					
Construction/Service Cost		$ 200,000.00	$ 200,000.00					
		$ -						
		$ -						
	TOTAL	$ 225,000.00	$ 225,000.00	$ -	$ -	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

004

Hanks Road Phase I

Crosby to 1/2 mile east of McDonald (1.5 miles)

Description and Scope

Hanks Road runs just over 12 miles in Benton County. A rural minor collector, Hanks Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve 1.5 miles of Hanks Road via reconstruction to an all-weather standard and correcting horizontal and vertical alignment deficiencies.

Purpose and Need

The existing road is substandard for the traffic it serves with vertical and horizontal sight obstructions and relatively narrow lanes providing challenges for freight. Additionally, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through reconstruction will address these issues.

History and Current Status

Hanks Road is a T-3 freight route conveying up to four million tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The high volume of truck traffic increases the maintenance costs of Hanks Road compared to other roads of similar use and condition in Benton County. Improving the road to an all-weather status and correcting the existing deficiencies should reduce those costs. Upon completion of the project, Hanks Road will return to the normal maintenance regime.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
HANKS	22220	RC	CROSBY	1/2 mi EAST OF MCDONALD	6.07	7.6	08	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal	BFCOG	STP/R&U	$ -						
State	CRAB	RAP	$ 1,413,000.00		$ 1,413,000.00				
County	ROAD	PT & MVFT	$ 157,000.00		$ 157,000.00				
Local			$ -						
		TOTAL	$ 1,570,000.00	$ -	$ 1,570,000.00	$ -	$ -	$ -	$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ -					$ -	
Construction/Service Cost	$ 1,560,000.00		$ 1,560,000.00				
Right-of-way	$ 10,000.00		$ 10,000.00			$ -	
	$ 1,570,000.00	$ -	$ 1,570,000.00	$ -	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT

2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

005

County Well Road - Phase I

SR 221 to McBee (3.0 miles)

Description and Scope

County Well Road runs over seven miles in Benton County. Classified as a rural minor collector, the road sees significant truck traffic during the farming season. This project is the first phase of a three-part series that will reconstruct nearly seven (7) miles of the road to an all-weather standard and work to improve safety and drainage.

Purpose and Need

The existing road has poor drainage and a poor profile. There are also segments that would benefit from the application of guardrail. Improving the road to an all-weather, paved, roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

County Well Road is designated a T-5 freight route, moving up to 20,000 tons of freight over sixty days. This is the first phase of this series aiming at improving roadway conditions and safety. The project is currently in the preliminary planning phase.

Operating and Maintenance Impact

County Well Road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall maintenance costs and provide a better operating experience for the road users and surrounding land owners.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
County Well Road	11110	RC	SR221	MCBEE	0	3.12	08	EXEMPT	

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Rural Arterial Program	$ 2,250,000.00			$ 2,250,000.00			
	$ -						
	$ -						
TOTAL	$ 2,250,000.00	$ -	$ -	$ 2,250,000.00	$ -	$ -	$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 175,000.00			$ 175,000.00			
Right of Way	$ 50,000.00			$ 50,000.00			
Construction/Service Cost	$ 2,025,000.00			$ 2,025,000.00			
TOTAL	$ 2,250,000.00	$ -	$ -	$ 2,250,000.00	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

006

Badger Road - Interstate 82 Roundabouts and Pathway

Cottonwood Drive to Kennewick City Limits

Description and Scope

This project will construct three roundabouts along Badger Road, two at the interchange with I-82 and one at Cottonwood Drive. The project would also see a revision of Wiser Parkway, bringing it into alignment with the eastbound interchange and the new roundabout. A non-motorized pathway will be constructed along the north side of the road to remove pedestrians and other non-motorized traffic from the roadway.

Purpose and Need

This area of Badger Road has seen substantial development in the last ten years, including an increase in commercial, light industrial, and residential use. It has also seen the construction of a school near the intersection of Wiser Parkway and Badger Road. During times of high traffic, this can lead to backups for those attempting to make left turns onto Badger Road from both Wiser Parkway and the interstate. This is particularly hazardous, as a parallel railline runs along this section of Badger Road, potentially creating conflicts between traffic and trains.

History and Current Status

The area to the west and north of Badger Road is adjacent to both the Cities of Richland and Kennewick and abuts the freeway. As such, it has developed dramatically in the past ten years, changing from rural farmland to residential, commercial, and light industrial areas. This, combined with a school at Wiser Parkway and Badger Road, has seen a dramatic increase in traffic. Currently, there is more property to the west of Cottonwood Drive that could be similarly developed, which would effectively exacerbate existing issues.

Operating and Maintenance Impact

The roundabouts at the interchange will be in the Washington State Department of Transportation right-of-way and will be subject to their maintenance schedule. The roundabout at Cottonwood Drive and Badger Road will be maintained by the Benton County Public Works Department, though as it will be a concrete structure, its effective lifespan will be substantially longer than the surrounding BST roadways (approximately 30-40 years, compared to the seven averaged by BST roads in Benton County). The pathway will be maintained by the Public Works Department through Paths and Trails funding.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
BADGER RD	55,100	RC	COTTONWOOD DR	KENNEWICK CITY LIMITS	10.09	12.01	17	EA	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		REVENUES 2023-2024		REVENUES 2025-2026	
Federal		BUILD	$ 14,400,000.00	$ 1,775,000.00		$ 12,625,000.00			
State			$ -						
County	ROAD	CRIMP	$ 3,600,000.00	$ 500,000.00		$ 3,100,000.00			
Local			$ -						
		TOTAL	$ 18,000,000.00	$ 2,275,000.00	$ -	$ 15,725,000.00	$ -	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		EXPENDITURES 2023-2024		EXPENDITURES 2025-2026	
Preliminary Engineering		$ 2,500,000.00	$ 2,275,000.00		$ 225,000.00			
Right-of-way		$ -						
Construction/Service Cost		$ 15,500,000.00			$ 15,500,000.00			
		$ -						
	TOTAL	$ 18,000,000.00	$ 2,275,000.00	$ -	$ 15,725,000.00	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

007

Crosby Road Shoulder Widening Phase II -A

McClure Road "Y" to M.P. 10.64

Description and Scope

Crosby Road is a rural major collector in northwest Benton County. This project would restore a worn section of roadway, filling in ruts with crushed rock material before applying a wedge penetration overlay.

Purpose and Need

Crosby Road, situated in the northwest of Benton County, serves as a haul road for farms in the area. Improvement of the road will allow for better access from farm to arterials, the freeway, and nearby towns.

History and Current Status

The northernmost part of Crosby Road received similar treatment in 2019. Improving this section help to reestablish the road and improve access.

Operating and Maintenance Impact

Once Crosby Road is improved, it will be maintained through the County's chip seal program.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
CROSBY RD	22190	RC	MCCLURE Y	M.P. 10.64	7.76	10.64	08	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal			$ -						
State			$ -						
County	ROAD	PT & MVFT	$ 300,000.00		$ 300,000.00				
Local			$ -						
		TOTAL	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 15,000.00		$ 15,000.00				
Construction/Service Cost		$ 285,000.00		$ 285,000.00				
		$ -						
		$ -						
	TOTAL	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

008

Bert James Road

Young Road to Sellards Road (2.0 miles)

Description and Scope

Bert James Road is a rural minor collector running for over ten miles in Benton County. Providing a freight shortcut to SR 221, Bert James Road experiences extensive truck traffic during harvest season. The proposed project would reconstruct two (2) miles of the existing roadway in order to improve its width so that it might better function in this capacity.

Purpose and Need

Due to recently irrigated lands on this portion of the Horse Heaven Hills we have seen a significant increase of Truck Traffic and we are anticipating this to increase more. We would like to build an all weather County Road in our existing Right of Way.

History and Current Status

Bert James Road is a T-3 route, seeing up to four million tons of freight per year. Anticipating the need for reconstruction, the County has already surveyed the right-of-way, procured much of the right-of-way needed for construction, and designed plans. A small amount of right-of-way still needs to be procured. This project may be broken into phases depending on funding.

Operating and Maintenance Impact

Completion of this project will reduce the frequency with which it must be maintained, including the frequency with which it will be chip sealed. Maintenance and operating costs will thus be reduced. Road closures will also be reduced, allowing better realization of the route for users and adjacent property owners.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
BERT JAMES	15560	3R	Young Road	Sellards Road	3.89	5.98	08	Exempt	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal			$ -						
State	CRAB	RAP	$ 1,260,000.00				$ 1,260,000.00		
County	ROAD	PT & MVFT	$ 140,000.00				$ 140,000.00		
Local			$ -						
		TOTAL	$ 1,400,000.00	$ -	$ -	$ -	$ 1,400,000.00	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 200,000.00				$ 200,000.00		
Construction/Service Cost		$ 1,200,000.00				$ 1,200,000.00		
Other		$ -						
Operations and Maintenance		$ -						
	TOTAL	$ 1,400,000.00	$ -	$ -	$ -	$ 1,400,000.00	$ -	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

009

Bert James Road Overlay

Sellards Road to SR-221

Description and Scope

Bert James Road is a rural minor collector running for over ten miles in Benton County. Providing a freight shortcut to SR 221, Bert James Road experiences extensive truck traffic during harvest season. The proposed project would overlay 4.25 miles of the existing roadway in order to improve its width and surface so that it might better function in this capacity .

Purpose and Need

The existing segment of Bert James Road has substandard width and an aging surface, which can make it difficult to navigate for trucks hauling freight. Overlay will see this road section widened and resurfaced.

History and Current Status

Bert James Road is a T-3 route, seeing up to four million tons of freight per year. Anticipating the need for reconstruction, the County has already surveyed the right-of-way, procured much of the right-of-way needed for construction, and designed plans. A small amount of right-of-way still needs to be procured. This project may be broken into phases depending on funding.

Operating and Maintenance Impact

Completion of this project will reduce the frequency with which it must be maintained. Maintenance and operating costs will thus be reduced. Road closures will also be reduced, allowing better realization of the route for users and adjacent property owners.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
BERT JAMES	15560	2R	Sellards	SR-221	5.99	10.24	08	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal			$ -						
State	CRAB	RAP	$ 1,845,000.00					$ 1,845,000.00	
County	ROAD	PT & MVFT	$ 205,000.00					$ 205,000.00	
Local									
		TOTAL	$ 2,050,000.00	$ -	$ -	$ -	$ -	$ 2,050,000.00	$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 205,000.00					$ 205,000.00	
Construction/Service Cost	$ 1,845,000.00					$ 1,845,000.00	
Other	$ -						
Operations and Maintenance	$ -						
TOTAL	$ 2,050,000.00	$ -	$ -	$ -	$ -	$ 2,050,000.00	$ -

BENTON COUNTY ROAD DEPARTMENT
2120-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

010

Hanks Road II

1/2 mile east of McDonald to Aller (1.5 miles)

Description and Scope

Hanks Road runs just over 12 miles in Benton County. A rural minor collector, Hanks Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve 1.5 miles of Hanks Road via reconstruction to an all-weather standard and improving some horizontal and vertical alignment deficiencies.

Purpose and Need

The existing road is substandard for the traffic it serves with vertical and horizontal sight obstructions and relatively narrow lanes providing challenges for freight. Additionally, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through reconstruction will address these issues.

History and Current Status

Hanks Road is a T-3 freight route conveying up to four million tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The high volume of truck traffic increases the maintenance costs of Hanks Road compared to other roads of similar use and condition in Benton County. Improving the road to an all-weather status and correcting the existing deficiencies should reduce those costs. Upon completion of the project, Hanks Road will return to the normal maintenance regime.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
HANKS	22220	RC	1/2 mi EAST OF MCDONALD	ALLER	7.6	9.1	08	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal	BFCOG	STP/R&U	$ 1,700,000.00						$ 1,700,000.00
State	CRAB	RAP	$ 60,000.00						$ 60,000.00
County	ROAD	PT & MVFT	$ -						
Local			$ -						
		TOTAL	$ 1,760,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,760,000.00

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 50,000.00						$ 50,000.00
Construction/Service Cost	$ 1,700,000.00						$ 1,700,000.00
Right-of-way	$ 10,000.00						$ 10,000.00
TOTAL	$ 1,760,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,760,000.00

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

011

County Well Road - Phase II

McBee to Clodius (2.0 miles)

Description and Scope

County Well Road runs over seven miles in Benton County. Classified as a rural minor collector, the road sees significant truck traffic during the farming season. This project is the second phase of a three-part series that will reconstruct nearly seven (7) miles of the road to an all-weather standard and work to improve safety and drainage.

Purpose and Need

The existing road has poor drainage and a poor profile. There are also segments that would benefit from the application of guardrail. Improving the road to an all-weather, paved, roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

County Well Road is designated a T-5 freight route, moving up to 20,000 tons of freight over sixty days. This is the second phase of this series aiming at improving roadway conditions and safety. The project is currently in the preliminary planning phase.

Operating and Maintenance Impact

County Well Road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall mainteance costs and provide a better operating experience for the road users and surrounding land owners.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
County Well Road	11110	RC	MCBEE	CLODIUS	3.12	5.13	08	EXEMPT	

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Undetermined Funding Source	$ 1,500,000.00						$ 1,500,000.00
	$ -						
	$ -						
TOTAL	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 150,000.00						$ 150,000.00
Right of Way	$ -						
Construction/Service Cost	$ 1,350,000.00						$ 1,350,000.00
TOTAL	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,500,000.00

BENTON COUNTY ROAD DEPARTMENT

2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

012

County Well Road - Phase III

Clodius to County Pit (1.8 miles)

Description and Scope

County Well Road runs over seven miles in Benton County. Classified as a rural minor collector, the road sees significant truck traffic during the farming season. This project is the final phase of a three-part series that will reconstruct nearly seven (7) miles of the road to an all-weather standard and work to improve safety and drainage.

Purpose and Need

The existing road has poor drainage and a poor profile. There are also segments that would benefit from the application of guardrail. Improving the road to an all-weather, paved, roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

County Well Road is designated a T-5 freight route, moving up to 20,000 tons of freight over sixty days. This is the third phase of this series aiming at improving roadway conditions and safety. The project is currently in the preliminary planning phase.

Operating and Maintenance Impact

County Well Road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall mainteance costs and provide a better operating experience for the road users and surrounding land owners.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
County Well Road	11110	RC	CLODIUS	COUNTY PIT	3.12	5.13	08	EXEMPT	

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Undetermined Funding Source		$ 1,350,000.00						$ 1,350,000.00
		$ -						
		$ -						
	TOTAL	$ 1,350,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,350,000.00

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 135,000.00						$ 135,000.00
Right of Way		$ -						
Construction/Service Cost		$ 1,215,000.00						$ 1,215,000.00
	TOTAL	$ 1,350,000.00	$ -	$ -	$ -	$ -		$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

013

Finley Road

MP 5.2 to End of Pavement (2.1 miles)

Description and Scope

Finley Road runs over 15 miles in Benton County. A rural minor collector, Finley Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve 2.1 miles of gravel Finley Road to a paved, all-weather standard and establishing proper widths.

Purpose and Need

The existing road is a gravel road with substandard lanes that provide challenges for freight. Due to it being a gravel road, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through paving will address these issues.

History and Current Status

Finley Road is a T-4 freight route conveying up to 300,000 tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The relatively high volume of truck traffic increases the maintenance costs of Finley Road compared to other roads of similar use and condition in Benton County. Improving the road to a paved, all-weather status and correcting the existing width deficiencies should reduce those costs. Upon completion of the project, Finely Road will return to the normal maintenance regime for similar roads.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
FINLEY	49550	RC	MP5.2	END OF PAVEMENT	5.2	7.24	08	EXEMPT	

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Undetermined Funding Source	$ 1,750,000.00					$ 1,750,000.00	
	$ -						
	$ -						
TOTAL	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ 1,750,000.00	$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 125,000.00					$ 125,000.00	
Right of Way	$ 50,000.00					$ 50,000.00	
Construction/Service Cost	$ 1,575,000.00					$ 1,575,000.00	
TOTAL	$ 1,750,000.00	$ -	$ -	$ -	$ -	$ 1,750,000.00	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

014

Dague Road

Terril to Game Farm (0.5 miles)

Description and Scope

Dague Road is a proposed 0.5-mile, paved, all-weather road that would connect E Game Farm Road to E Terril Road in Benton County, southeast of Kennewick, Washington.

Purpose and Need

East Game Farm Road currently terminates at its east end after turning south towards E Terril Road. The connection of these two roads would establish a freight route that ultimately connects rural agrarian land to SR-397, creating a farm-to-market route.

History and Current Status

While there has been some residential development in the general vicinity of these two roads, the surrounding land is still heavily agrarian. Providing this through route would allow for more readily dissemination of produce. It would also provide access for those residences that have been constructed in the area.

Operating and Maintenance Impact

Currently, Dague Road does not exist. Its construction would add 0.5 miles of paved, all-weather roadway to the County's maintenance schedule.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
DAGUE	75650	NC	TERRIL	GAME FARM	0	0.5	09	EXEMPT	

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022	2023-2024		2025-2026		
Undetermined Funding Source	$ 650,000.00		$ 50,000.00				$ 600,000.00
	$ -						
	$ -						
TOTAL	$ 650,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 600,000.00

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022	2023-2024		2025-2026		
Preliminary Engineering	$ 60,000.00						$ 60,000.00
Right of Way	$ 50,000.00		$ 50,000.00				
Construction/Service Cost	$ 540,000.00						$ 540,000.00
TOTAL	$ 650,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 600,000.00

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

015

Johnson Road

ECR 12 to Griffin (2.2 miles)

Description and Scope

Jolmson Road runs over five (5) miles in Benton County. A rural local access road, Johnson Road is narrower than prescribed standards. The proposed project would improve 2.2 miles of Jolmson Road to establish proper widths.

Purpose and Need

The existing road is a narrow road with substandard lanes that provide challenges for safety. The improvement of this roadway section through widening aims to address this issue.

History and Current Status

Johnson Road has experienced three recorded accidents on this segment since 2008. This proposal aims at improving safety along this segment.

Operating and Maintenance Impact

Jolmson Road is already maintained on a regular basis by the Benton County Road Department. The increased lane widths would likely only increase material costs, as labor would be geared towards standard road widths.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
JOHNSON	20280	RC	CR12	GRIFFIN	1.03	3.24	07	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
COUNTY	CONTRIBUTIONS	RCCF	$ 1,320,000.00		$ 75,000.00	$ 75,000.00		$ 1,170,000.00	
			$ -						
			$ -						
		TOTAL	$ 1,320,000.00	$ -	$ 75,000.00	$ 75,000.00	$ -	$ 1,170,000.00	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 75,000.00		$ 75,000.00				
Right of Way		$ 75,000.00			$ 75,000.00			
Construction/Service Cost		$ 1,170,000.00					$ 1,170,000.00	
	TOTAL	$ 1,320,000.00	$ -	$ 75,000.00	$ 75,000.00	$ -	$ 1,170,000.00	$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

016

Adair Road

End of County Road to Chirstensen (1.1 miles)

Description and Scope

Adair Road is a proposed new 1.1-mile, paved road segement. This segment of roadway would connect the existing Adair Road to Christensen Road, south of Kennewick, Washington.

Purpose and Need

This new road segment will create a throughway for industrial development along the west side of the freeway (I-82). Similar development has already occurred on the east side of I-82. Development is consistent with local planning and zoning in the area.

History and Current Status

The property along the proposed roadway is currently undeveloped. On the east side of the freeway, industrial development has already occurred. This project is in the preliminary planning phase.

Operating and Maintenance Impact

Once completed, this segment of Adair Road will add 1.1 miles of paved road to the Benton County road system. Maintenance will occur on the regularly scheduled interval of that maintenance district.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
ADAIR	44830	NC	END OF COUNTY ROAD	CHRISTENSEN	1.484	2.584	09	EA	

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
COUNTY CONTRIBUTIONS	RCCF	$ 1,000,000.00				$ 1,000,000.00		
		$ -						
		$ -						
	TOTAL	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 100,000.00				$ 100,000.00		
Right of Way		$ 145,000.00				$ 145,000.00		
Construction/Service Cost		$ 755,000.00				$ 755,000.00		
	TOTAL	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00	$ -	$ -

017

Obsolete Bridge Removal

VARIES

Description and Scope

Over the past several years, certain irrigation providers have been actively transitioning their open ditch canals to closed pipe systems. When these transitions occur, the irrigation company often fill in the open canal and render the bridges that crossed the canals unnecessary. The County has identified 7 such structures for removal.

Purpose and Need

Removing the bridges will improve safety on the roadway by taking out the guardrail and bridge rail that is no longer needed. Removal also reduces the number of bridges the County is required to inspect and report on annually

History and Current Status

The Bridges have all historrically crossed open canals. The current status of the canal no longer existing removes the need for the bridge.

Operating and Maintenance Impact

Once completed, the new road sections will become part of the existing roadway and maintenance will occur on the regularly scheduled interval of that maintenance district.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
VARIES	VARIES	NC	N/A	N/A	N/A	N/A	08	EXEMPT	

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Undetermined Funding Source	$ 300,000.00	$ 300,000.00					
	$ -						
	$ -						
TOTAL	$ 300,000.00	$ 300,000.00	$ -	$ -	$ -	$ -	$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 10,000.00	$ 10,000.00					
Right of Way	$ -	$ -					
Construction/Service Cost	$ 290,000.00	$ 290,000.00					
TOTAL	$ 300,000.00	$ -	$ -	$ -	$ -	$ -	$ -

018

Badger Road Pathway

I-82 to Dallas Road (7.0 miles)

Description and Scope

Badger Road runs 12 miles in Benton County, effectively connecting the Tri-City metropolitan to Weber Canyon Road near Benton City, Washington. This route is popular with recreationalists, particularlt cyclists. The proposed project would add two (2) six-foot bike lanes along seven miles of Badger Road, from the City of Kennewick to Dallas Road.

Purpose and Need

Dallas Road is popular with cyclists, but its structure only has two-foot gravel shoulders. Given the speed limit of 50 miles per hour, this can make cyclists unease while using this route. The wider road surface will provide a standard distance from the vehicles, reducing lane congestion and providing cyclists with dedicated road surface.

History and Current Status

Currently, several cycling organizations use this route for events. The road is also listed as a popular route on maps produced by the Benton Franklin Council of Governments. Said maps also cite that the route merits caution in its current form.

Operating and Maintenance Impact

Badger Road is already maintained by the Benton County Road Department. The additional 12 feet of pavement will be maintained in sequence with the rest of the roadway in its maintenance district.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
BADGER	55100	P&T	DALLAS RD.	CHRISTENSEN	4.679	11.765	08	EXEMPT	

PARTICIPATING FUNDS			TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Federal	BFCOG	STP/R&U	$ -						
State	CRAB	RAP	$ -						
County	ROAD	PT & R	$ 535,000.00	$ 75,000.00			$ 460,000.00		
Local			$ -						
		TOTAL	$ 535,000.00	$ 75,000.00	$ -	$ -	$ 460,000.00	$ -	$ -

PARTICIPATING FUNDS		TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering		$ 115,000.00	$ 75,000.00			$ 40,000.00		
Right of Way		$ -						
Construction/Service Cost		$ 420,000.00				$ 420,000.00		
	TOTAL	$ 535,000.00	$ 75,000.00	$ -	$ -	$ 460,000.00		$ -

BENTON COUNTY ROAD DEPARTMENT
2021-2026 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

019

Johnson Road/Griffin Road

Intersection Improvements (0.5 miles)

Description and Scope

Johnson Road runs over 5 miles in Benton County. A rural local access road, Johnson Road is narrower than prescribed standards, and suffers substandard conditions at the intersection with Griffin Road. The proposed project would improve 0.5 miles around the intersection to improve widths and sight triangles.

Purpose and Need

The existing Johnson Road is a narrow road with substandard lanes and sight triangles that provide challenges for safety. The improvement of this roadway segment through through the intersection aims to address this issue.

History and Current Status

Johnson Road has experienced three recorded accidents on this segment since 2008, two of which occurred at the intersection. This proposal aims at improving safety at this intersection. This project is part of a series of two projects aimed at improving safety on Johnson Road.

Operating and Maintenance Impact

Johnson Road is already maintained on a regular basis by the Benton County Road Department. The increased lane widths and improved sight triangles would likely only increase material costs, as labor would be geared towards standard road widths.

ROAD NAME	ROAD NUMBER	PROJECT TYPE	FROM	TO	BMP	EMP	FUNCTIONAL CLASS	EAT	IMPROVEMENT TYPE CODE
Johnson	20250/20280	NC	N/A	N/A	N/A	N/A	9	EXEMPT	

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES 2021-2022		2023-2024		2025-2026	
Undetermined Funding Source	$ 1,250,000.00						$ 1,250,000.00
	$ -						
	$ -						
TOTAL	$ 1,250,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,250,000.00

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES 2021-2022		2023-2024		2025-2026	
Preliminary Engineering	$ 100,000.00						$ 100,000.00
Right of Way	$ 150,000.00						$ 150,000.00
Construction/Service Cost	$ 1,000,000.00						$ 1,000,000.00
TOTAL	$ 1,250,000.00	$ -	$ -	$ -	$ -	$ -	$ 1,250,000.00

Benton County Road Department

2020 Bridge Report

Prepared for the Benton County Board of County Commissioners

Date: August 4, 2020

Prepared by: Douglas D'Hondt, PE
County Engineer

Introduction & Purpose

Standards of good practice outlined by the County Road Administration Board (CRAB) under Washington Administrative Code (WAC) 136-20-060 require that the County Engineer prepare an annual report of the condition of the bridges owned and maintained by the County. This report is furnished to the Board of County Commissioners along with the annual update to the Six Year Transportation Improvement Plan (STIP) so that the Board may consider the conditions of the County's bridge network when approving the projects recommended under the plan.

Definitions

Bridge – a structure having a centerline length greater than 20 feet as measured pursuant to the Washington State Bridge Inspection Manual. Also known as a National Bridge Inventory (NBI) bridge

Culvert – a structure or pipe having a centerline length less than that required for a short span bridge

Short Span Bridge – a structure having a length less than or equal to 20 feet and that meets the Short Span Bridge criteria pursuant to the Washington State Bridge Inspection Manual

Structure – includes traditional bridge construction (wood, concrete, steel) as well as box culverts, plate arches, and single or multiple large diameter pipes

Sufficiency Rating (SR) – the numeric value that indicates a bridge's ability to serve its intended purpose. The value ranges from 100 (a new bridge) to 0 (a failed bridge incapable of carrying traffic). The sufficiency rating is a combination of values derived from the bridge inspection report and takes into account structural adequacy, safety, serviceability, essentiality and special restrictions

Functionally Obsolete (FO) – the designation given to a structure that no longer meets the needs of the traveling public and/or current design standards due to issues with the geometry, load carrying capacity, or safety elements. Functionally obsolete bridges are not necessarily unsafe nor do they always have structural issues

Structurally Deficient (SD) – the designation given to a structure where its condition has impacted its ability to carry its intended traffic loads

Summary

The state of the County's bridge system is generally good. The County currently maintains 122 structures, of which 52 are NBI bridges (over 20 feet in length) and 70 are short span bridges or culverts. Eighty-one (81) structures are concrete, 3 are wood and 38 are steel or aluminum.

Of the 52 NBI bridges, the majority have a sufficiency rating above 80. See Exhibit B for a graphical representation of the range of sufficiency ratings for NBI bridges.

Bridge Inspections

The Federal Highway Administration (FHWA) requires that all bridges within the County be inspected at least once every two years. Inspections are required to be carried out by a certified bridge inspector who is trained to National Bridge Inspection Standards (NBIS). Currently, we have 2 certified inspectors on staff. Other staff are actively working towards their certification.

The bridge inspectors for Benton County generally carry out three types of inspections:

Routine – normal biennial inspection that requires no special equipment beyond that ordinarily used by the inspector. The majority of the County's bridges only require a routine inspection.

Under Bridge Inspection Truck (UBIT) – part of a biennial inspection that requires a specialized truck to reach the underside of a bridge. Six (6) bridges on the County's system require this inspection; Grant Street Bridge, Both Hess Road Bridges, District Line Bridge, and Both Twin Bridges. The County contracts with the Washington State Department of Transportation (WSDOT) for use of their UBIT and qualified operators.

Underwater Inspection – an inspection that requires specialized people and/or equipment to inspect portions of a bridge that are continuously submerged. Two (2) bridges on the County's system, both crossing the Yakima River, require this inspection; Grant Street Bridge and Twin Bridges. The County contracts with specialized divers to perform these inspections. Underwater inspections are required once every five years.

Though there is no federal requirement to do so, the County has elected to inspect its short span bridges on a five-year schedule. This is done to ensure the short span bridge system meets the same requirements as traditional bridges.

The County has elected to split the bridge inspections in a manner that approximately one half of the bridges are inspected each year. Most inspections are carried out in the winter months as the majority of the County's bridges cross irrigation canals.

Deficient & Posted Bridges

Deficient bridges are those rated as functionally obsolete and/or structurally deficient. This includes bridges that are currently posted for load limits. As a result of the biennial inspection, a new sufficiency rating is assigned to each inspected bridge. Each inspection may also identify specific issues that may cause the bridge to be rated as functionally obsolete and/or structurally deficient.

No bridges are currently rated as structurally deficient.

Nine (9) bridges are rated as functionally obsolete. No bridges have changed to FO since the last report. See Exhibit A for a listing of functionally obsolete bridges.

There are three (3) bridges that have posted load restrictions. No new load restrictions have been added since the last report. See Exhibit A for a listing of posted bridges.

Bridge Scour

Scour is the condition in which water has eroded the soil around or under the bridge's supporting members (piers and abutments). Removal of too much soil can make the bridge unstable and lead to failure. Scour may occur very rapidly (flood events) or over a long period of time. Bridges that are constructed with supporting members in either continuous water flows or intermittent water ways are subject to scour issues and require a scour evaluation.

While the County has many bridges that cross active waterways, the majority of those are canals. Most of these crossings have lined the canal section with concrete or other erosion protection so scour is not a major concern. Part of the routine inspection includes watching for signs of scour and measuring soil levels around supporting members. After flood events, an intermediate inspection may be done on bridges known to have scour potential to observe the condition of the supporting members.

Emergency Repairs & Inspections

There has been one emergency repair since the last report and no emergency bridge inspections performed since the last report. The emergency repair was performed on Erickson Road Bridge to repair severe undermining on the northern footing.

Maintenance Activities

Routine maintenance for bridges includes sweeping of the bridge deck, repair of bridge rails and approach guardrail, filling of scour holes and sealing of bridge joints. The Bridge Inspector may also identify items during the routine inspection that require correction.

The Road Department does not have specialized staff for bridge maintenance work. Currently, work beyond routine maintenance is completed by hired contractors. The County Engineer is attempting to train staff in more complex repairs as they come up.

There are no maintenance projects scheduled for completion within the next 12 months.

Current & Programmed Projects

Given the lack of available funds for bridge replacement, the County does not have any major repair or replacement projects on its horizon.

One project, however, is proposed to be completed in 2021 to remove several defunct bridges. Over the past several years, certain irrigation providers have been actively transitioning their open ditch canal to closed pipe systems. When these transitions occur, the irrigation providers often fill in the open canal and render the bridges that crossed these canals unnecessary. The County has identified seven (7) such structures (a mix of traditional and short span bridges) for removal. Removing the bridges will improve safety on the roadway by taking out the guardrail and bridge rail that is no longer needed. Removal also reduces the number of bridges that the County is required to inspect and report on annually.

Additionally, the County hired a consultant to review the load rating of each bridge on the County system. This is part of an unfunded mandate by the Federal Highway Administration that all bridges on the County system be evaluated for load rating of specialized hauling vehicles (SHV). SHVs are trucks with highly concentrated loads, typically a heavy load with a short wheel base. Concrete mixers and potato hauling trucks are two examples of SHVs found on Benton County roads. The FHWA mandate

requires that all bridges under 200 feet in length for its shortest span and having an operating load rating below a certain threshold be evaluated for SHVs by the end of 2017. All other bridges must be evaluated for SHVs by December 2022.

Completed Projects

No bridge related projects have been completed since the last report.

Recommended Projects

There are currently no recommended projects. However, projects may be identified based on the results of the load rating project discussed above.

Bridge Project Funding

Funding for bridge specific projects may come from one or more of the following sources:

Road Funds – Local road levy tax and the County's share of the statewide motor vehicle fuel tax may be used to fund bridge repair and replacement projects.

Highway Bridge Program (HBP) – Federal grants distributed on a competitive basis to each state for bridge replacement and major rehabilitation projects. Funding through this program is generally reserved for structurally deficient bridges with a sufficiency rating below a certain threshold. This past funding cycle, only bridges that were classified as structurally deficient with a sufficiency rating below 80 were eligible for HBP funding.

Rural Arterial Program (RAP) – State grant funds distributed to Counties by the County Road Administration Board (CRAB). A maximum amount of RAP funds are allocated to each County based on a formula developed by CRAB. Counties then enter a competitive process to secure funding up to their maximum amount. CRAB sets aside up to 10% of the total available RAP funds each biennium specifically for bridge replacement or major rehabilitation projects. Projects that are funded through the HBP program receive priority for RAP bridge funds to use as their non-federal match.

Over the past decade, available funding for bridge replacement or major rehabilitation has not been sufficient to meet the nationwide demand for projects. As a result, only bridges in very poor condition are eligible for funding. Bridges that are structurally sound but no longer meet the needs of the community are difficult to improve unless the project is completed entirely with local dollars. It has also become increasingly difficult to fund major maintenance projects (deck replacement, rail retrofits, etc.) using grant funds. This often leads to a situation where work that could have prevented further deterioration of the structure is deferred until the structure condition reaches a point it becomes eligible for funding.

Exhibit A

Functionally Obsolete Bridges

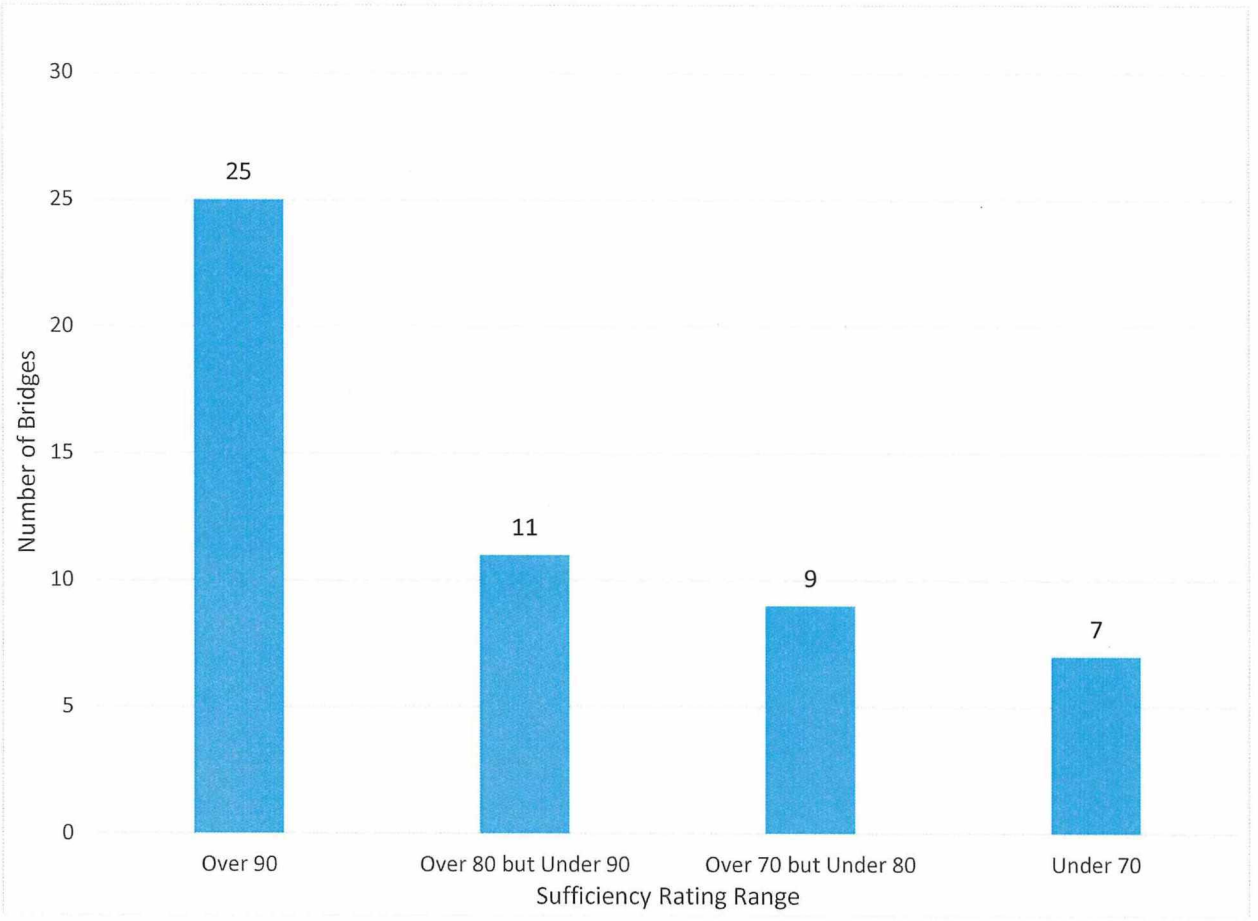
ROAD NAME	LOCATION	MATERIAL	LENGTH	SUFFICIENCY RATING
COUNTY RT 12	0.39 MILES NW S MISSIMER	STEEL	46	79.99
OLD INLAND EMPIRE HWY	180' W OF CORRAL CREEK RD	CONCRETE	20	80.54
DISTRICT LINE RD	0.13 MILES NW OF OIEH	TIMBER	52	67.63
YAKIMA RIVER DR	AT HARRINGTON RD	CONCRETE	30	93.00
BRIDGE RD	0.02 MILES E HARRINGTON	CONCRETE	32	92.34
GROSSCUP RD	0.15 MILES N HARRINGTON	CONCRETE	34	85.13
TWIN BRIDGES ROAD	65' NE OF HARRINGTON ROAD	CONCRETE	64	94.63
36TH AVE E	0.30 MILES E GUM ST	CONCRETE	32	71.36
OAK ST S	185' S OF BOWLES ROAD	CONCRETE	36	42.31

Load Posted Bridges

ROAD NAME	LOCATION	MATERIAL	LENGTH	SUFFICIENCY RATING
MCKINLEY SPRINGS RD	1.18 MILES S OF HORRIGAN RD	CONCRETE	46	90.14
DISTRICT LINE RD	0.13 MILES NW OF OIEH	TIMBER	52	67.63
OIEH CHANDLER BRIDGE	1.44 MILES W OF RAYHILL ROAD	CONCRETE	50	55.27

Exhibit B

Sufficiency Rating Summary



2021-2026 ROAD PROGRAM

PRIORITY	ROAD NUMBER	TYPE	PROJECT	FROM LOCATION	TO LOCATION	BMP	EMP	FUNCTIONAL CLASS	LENGTH (mi)	TOTAL COST EST	ENVIRONMENTAL ASSESSMENT TYPE	2021	2022	2023	2024	2025	2026
			ROADWAY IMPROVEMENT PROJECTS														
1	11050	2R	PLYMOUTH ROAD PAVEMENT OVERLAY	M.P. 4.61	M.P. 8.49	4.61	8.49	07	3.88	1,792	EXEMPT	1,743					
2	50950	3R	DALLAS ROAD BIKE PATH PROJECT	Richland City Limit	Arena Road	2.20	4.22	05	2.02	650	EXEMPT	575					
3	22190	RC	CROSBY ROAD PHASE II	McClure Y	M.P. 10.64	7.76	10.64	08	2.88	225	EXEMPT	225					
4	22220	RC	HANKS ROAD PHASE I	Crosby Road	1/2 Mile East of McDonald	6.07	7.60	08	1.53	1,700	EXEMPT		1,570				
5	11110	RC	COUNTY WELL ROAD PHASE I	SR221	McBee Road	0.00	3.12	08	3.12	2,250	EXEMPT			2,250			
6	55100	RC	BADGER ROAD - INTERSTATE 82 ROUNDABOUTS	Cottonwood Drive	Kennewick City Limit	10.09	12.01	17	1.92	18,000	EA	2,275		15,725			
7	22190	RC	CROSBY ROAD SHOULDER WIDENING PHASE II -A	McClure Y	M.P. 10.64	7.76	10.64	08	2.88	300	EXEMPT		300				
8	15650	NC	BERT JAMES ROAD	Young Road	Sellards Road	3.89	5.98	08	2.09	1,910	EXEMPT				1,400		
9	15650	2R	BERT JAMES ROAD OVERLAY	Sellards Road	SR221	5.99	10.24	08	4.25	2,050	EXEMPT					2,050	
10	22220	RC	HANKS ROAD PHASE II	1/2 Mile East of McDonald	Aller Road	7.60	9.10	08	1.50	1,760	EXEMPT						1,760
11	11110	2R	COUNTY WELL ROAD PHASE II	McBee Road	Clodius Road	3.12	5.13	08	2.01	1,500	EXEMPT						1,500
12	11110	2R	COUNTY WELL ROAD PHASE III	Clodius Road	Travis Road	5.13	6.93	08	1.80	1,350	EXEMPT						1,350
13	49550	RC	FINLEY ROAD	M.P. 5.2	End of Pavement	5.20	7.24	08	2.04	1,750	EXEMPT					1,750	
14	75650	NC	DAGUE ROAD	Terril Road	Game Farm Road	0.00	0.50	09	0.50	650	EXEMPT		50				600
15	20280	RC	JOHNSON ROAD	CR-12	Griffin Road	1.03	3.24	07	2.21	1,320	EXEMPT		75	75		1,170	
16	44830	NC	ADAIR ROAD	End of County Road	Christensen Road	1.48	2.58	09	1.10	1,000	EXEMPT				1,000		
			Subtotal							38,207		4,818	1,995	18,050	2,400	4,970	5,210
			ENHANCEMENT & SAFETY PROJECTS														
17	-	BRIDGE	OBSOLETE BRIDGE REMOVAL	-	-	-	-	09	N/A	300	EXEMPT	300					
18	55100	PATHS	BADGER ROAD PATHWAY	Dallas Road	I-82	4.679	11.765	08	7.0	460	EXEMPT	75			460		
19	20250/20280	RC	JOHNSON ROAD/GRIFFIN ROAD: INTERSECTION IMPROVEMENTS	Intersection	Intersection	-	-	09	0.5	1,250	EXEMPT						1,250
			Subtotal							2,010		375	0	0	460	0	1,250
			ANNUAL PROGRAMS & MISCELLANEOUS PROJECTS														
20	-	PATHS	PATHS & TRAILS	-	-	-	-	00	-	60	EXEMPT	20	20	20			
21	-	R.R.	RAILROAD CROSSINGS	-	-	-	-	00	-	60	EXEMPT	20	20	20			
22	-	-	EMERGENT PROJECTS	-	-	-	-	00	-	1,234	EXEMPT	234	250	250	250	250	
			Subtotal							1,354		274	290	290	250	250	0
			TOTALS							**41,571**		**5,467**	**2,285**	**18,340**	**3,110**	**5,220**	**6,460**

(All $'s x 1000)

7/24/2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 4th, 2020
Subject:	Eddie Farms Inc. Franchise
Presenter:	Cristina Woods
Prepared By:	Cristina Woods
Reviewed By:	Douglas 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

Benton County has received an application from Eddie Farms Inc. to establish a Franchise Order and Agreement for an irrigation pipe within Benton County road right of way.

This franchise application is for a single irrigation pipe to cross North Griffin Road to supply irrigation water between parcels 107941000003002 and 108942000001000.

Fiscal Impact

Amount: **None**

Fund: **N/A**

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Eddie Farms Inc., subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Eddie Farms Inc., subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

August 4th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Eddie Farms Inc.

Commissioners:

Eddie Farms Inc. has filed a petition for a nonexclusive franchise to place an irrigation main line within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County.

3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.

4. Should Benton County require utility relocation work because of road reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
EDDIE Farms Inc. FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE, REPAIR, AND IF NECESSARY REPLACE A
Irrigation Pipe WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Eddie Farms, Inc., duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of Check (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 18th day of February, _____.

Respectfully submitted by:

Matt Eddie
Name of Authorized Agent PLEASE PRINT

Matt Eddie
Signature of Authorized Agent

47002 N Wilgus Rd.
Address of Applicant

Grandview WA 98930
City State Zip

eddiefarms@gmail.com
E-mail address

509-830-4130
Phone Number of Applicant

509-882-0282
FAX Number of Applicant

_____
2nd Name of Authorized Agent PLEASE PRINT (if required)

_____
2nd Signature of Authorized Agent (if required)

Revised 08-06-2013

T9N-R24E - Section 7

N
W + E
S

Google Maps Grandview



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Aug. 4th, 2020
Subject:	Paterson Heights Water Association
Presenter:	Cristina Woods
Prepared By:	Cristina Woods
Reviewed By:	Douglas 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

Benton County has received an application to establish a Franchise Order and Agreement for a domestic water system from Paterson Heights Water Association.

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Paterson Heights Water Association, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Paterson Heights Water Association, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

August 4th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Paterson Heights Water Association

Commissioners:

Paterson Heights Water Association has filed a petition for a nonexclusive franchise to have a domestic water system within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County.

3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.

4. Should Benton County require utility relocation work because of road reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
PATERSON HEIGHTS WATER ASSOCIATION FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
DOMESTIC WATER SYSTEM WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

PATERSON HEIGHTS WATER ASSOCIATION, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of Check 2186 (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 11 day of May, 2020.

Respectfully submitted by:

Carol A. Harris
Name of Authorized Agent PLEASE PRINT

509 832 8523
Phone Number of Applicant

Carol A. Harris
Signature of Authorized Agent

FAX Number of Applicant

PO Box 14
Address of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

Paterson WA 99345
City State Zip

2nd Signature of Authorized Agent (if required)

billh@bentonrea.com
E-mail address

Revised 08-06-2013

EXHIBIT A

Well Locations for Paterson Heights Water Assn: Close-up, Possible location, SW / SW Section 5, T 6N, R 26E, Benton County

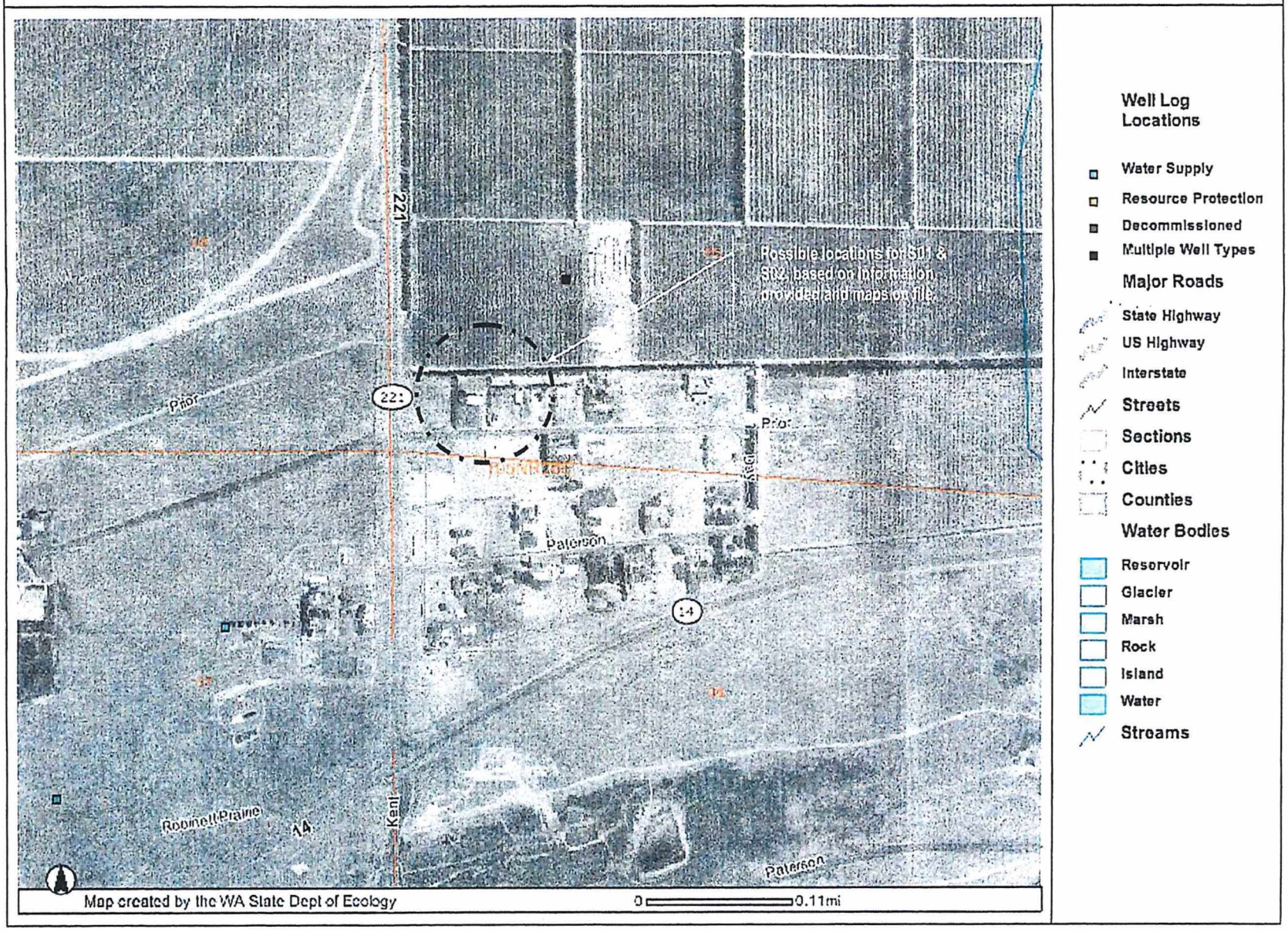
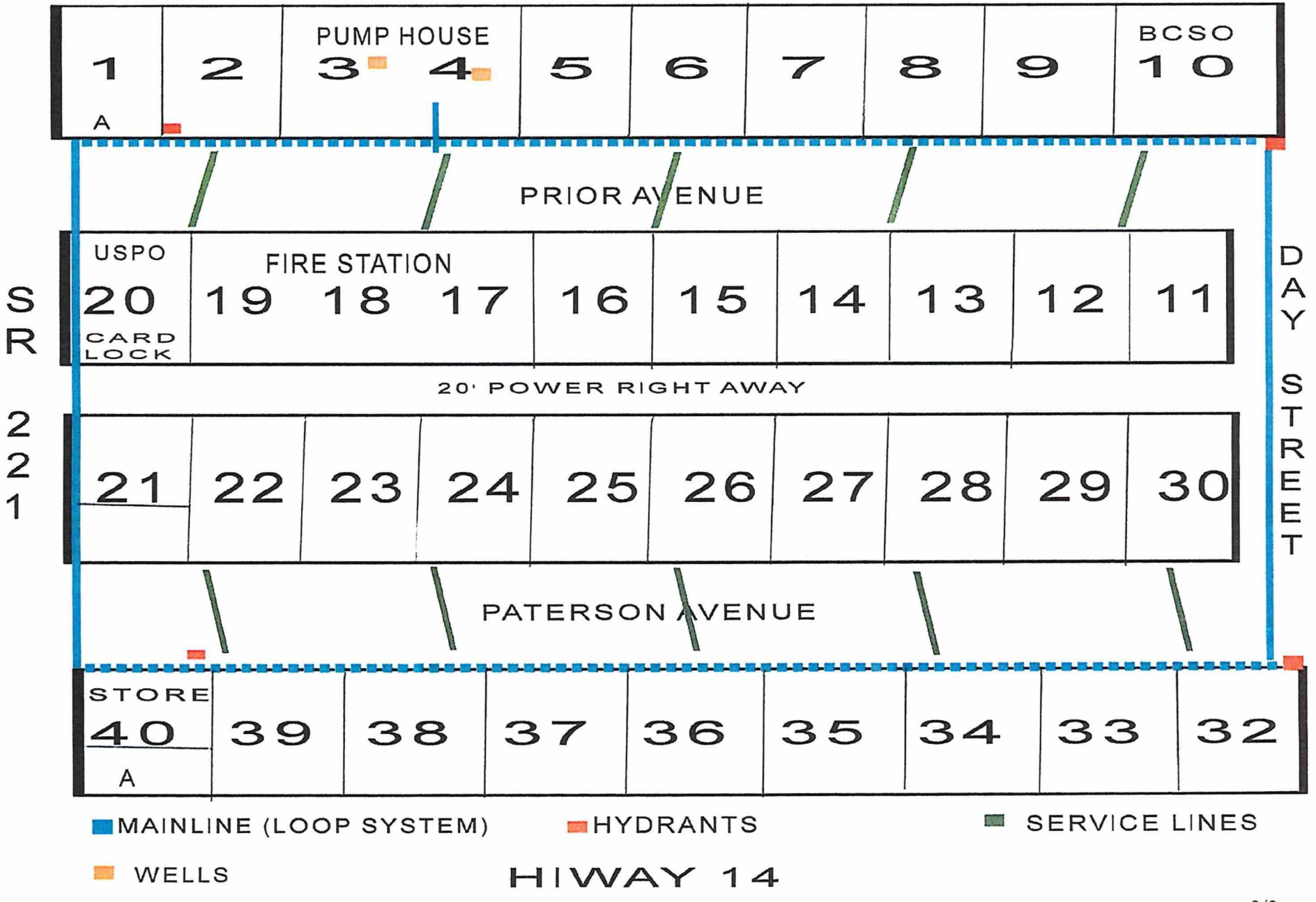


EXHIBIT A

PATERSON HEIGHTS WATER ASSOCIATION
SERVICE MAP



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Aug. 4th, 2020
Subject:	Sundance Improvement Association
Presenter:	Cristina Woods
Prepared By:	Cristina Woods
Reviewed By:	Douglas 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

Benton County has received an application to establish a Franchise Order and Agreement for a domestic water system and facilities from Sundance Improvement Association.

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with Sundance Improvement Association, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with Sundance Improvement Association, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

August 4th, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Sundance Improvement Association

Commissioners:

Sundance Improvement Association has filed a petition for a nonexclusive franchise to have a domestic water system and facilities within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County.

3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.

4. Should Benton County require utility relocation work because of road reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF Sunoance Improvement Association FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A Domestic water System Facili WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

Sunoance Improvement Association, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of Check (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 16th day of May, 2020.

Respectfully submitted by:

James A. Hopkins Jr.
Name of Authorized Agent PLEASE PRINT

509 396-2422
Phone Number of Applicant

James A. Hopkins Jr.
Signature of Authorized Agent

None
FAX Number of Applicant

PO Box 6531
Address of Applicant

David C Hull
2nd Name of Authorized Agent PLEASE PRINT (if required)

Kennewick WA 99336
City State Zip

2nd Signature of Authorized Agent (if required)

jahopkinssr@hotmail.com
E-mail address

Revised 08-06-2013

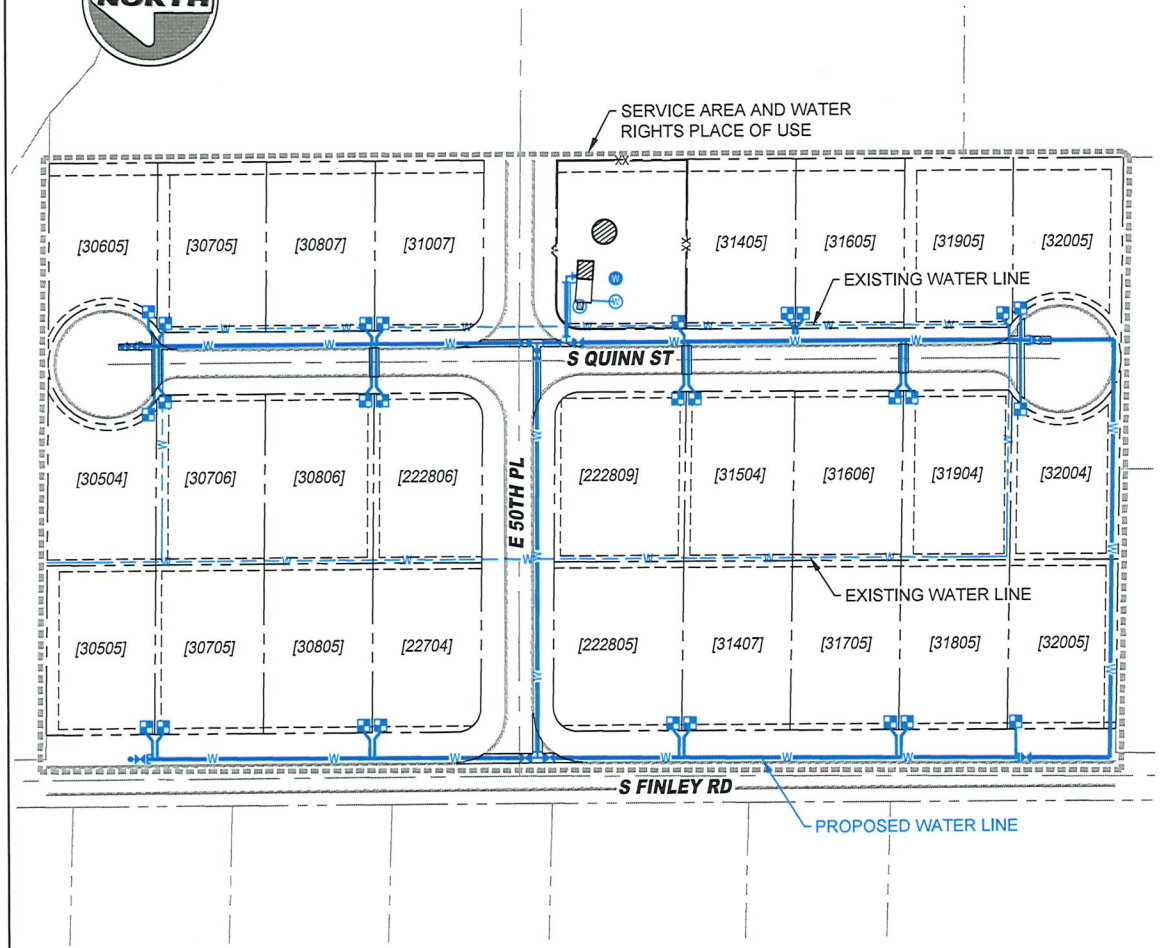
EXHIBIT "A"

The west 515 feet of the southwest quarter of the northwest quarter of Section 23, Township 8 North, Range 30 East, W.M., except north 110 feet thereof and except South 335 feet thereof.

Now referred to as; Keever Subdivision, Phase 1, lots 1-9 recorded in Volume 8 of plats – page 156, records of Benton County and Keever Subdivision No. 2, lots 10 – 27 recorded in Volume 9 of Plats – page 37, records of Benton County.

SUNDANCE IMPROVEMENT ASSOCIATION

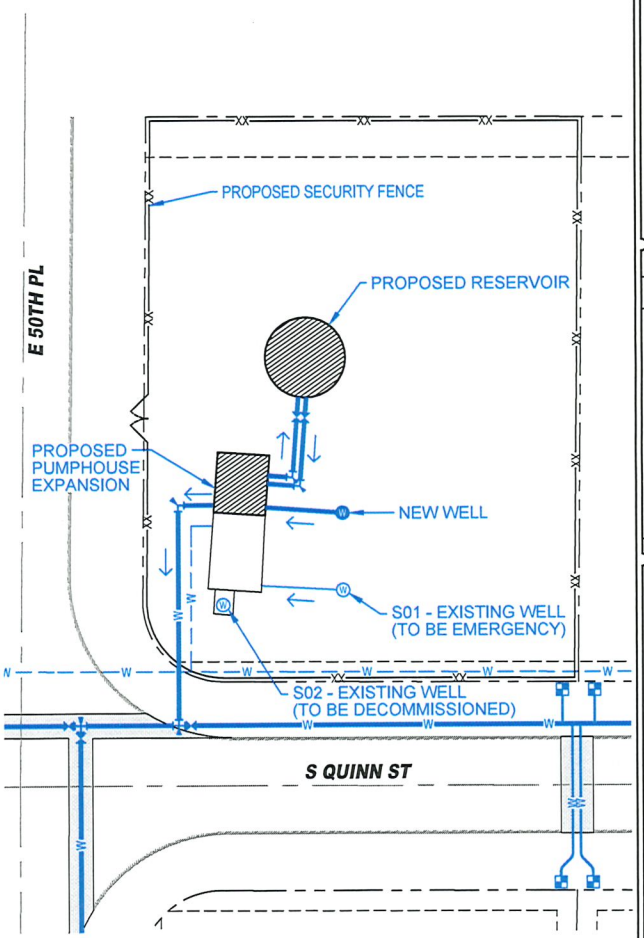
PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 23, T8N, R30E, W.M.
FINLEY, BENTON COUNTY, WASHINGTON



WATER LINES: 2330 LF
SERVICES: 27 EA
VALVE: 10 EA
BLOW-OFFS: 2 EA

PROPOSED WATER SYSTEM PLAN

SCALE: 1"=100'



PROPOSED PUMPHOUSE AND RESERVOIR

SCALE: 1"=30'

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2678 | HarmsEngineering.com

Designed By: CBA/TA/DA
Drawn By: MG/JRK
Checked By: CBA
Project Number: 18-063.2
File Path: P:\2018\18063.2\Sundance Improvement Area Wtr\Sheets\Dwgs

Rev	Description	By	Date

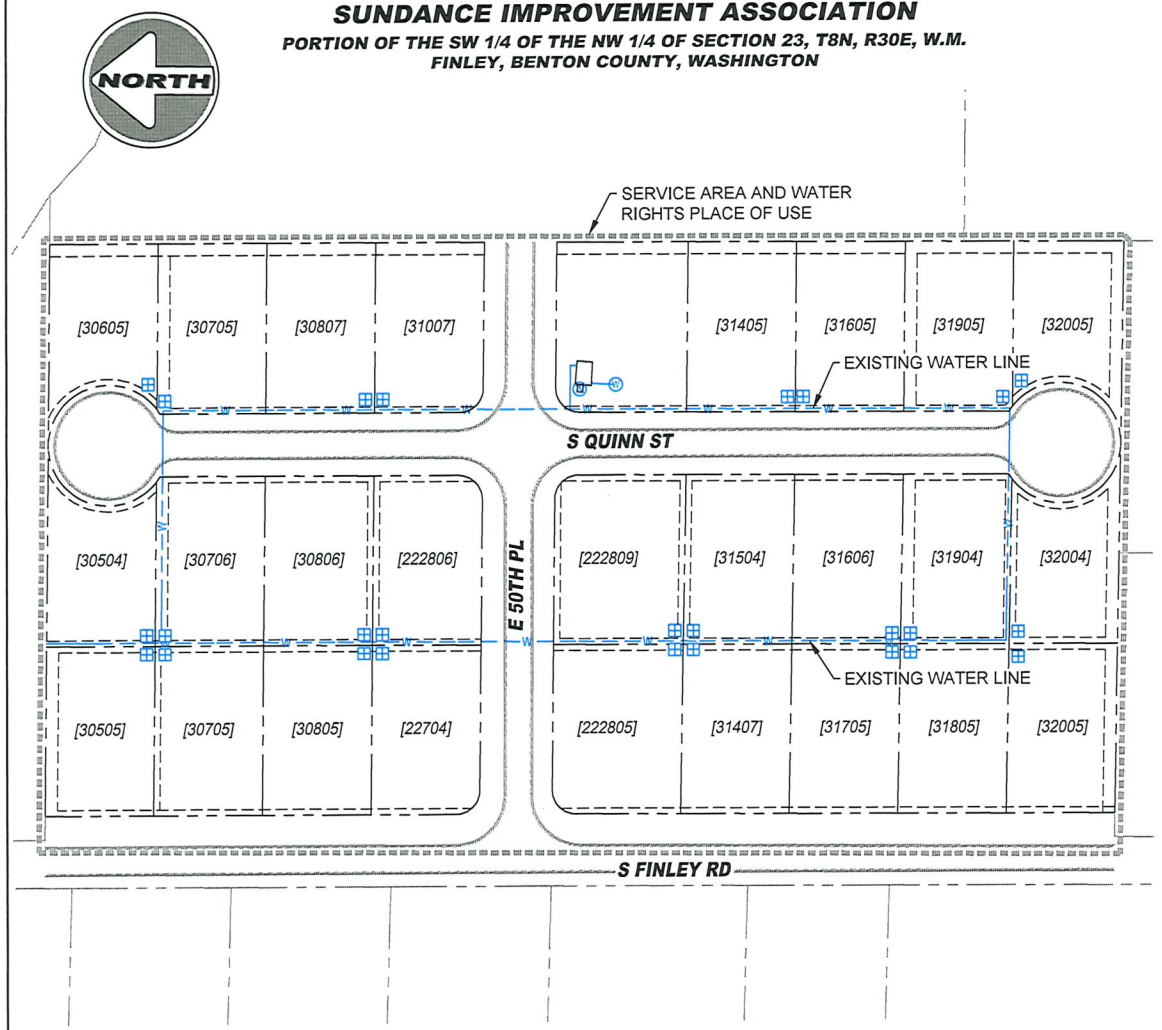
Drawing Name: PROPOSED WATER SYSTEM MAP
S QUINN ST AND S FINLEY ROAD, KENNEWICK WA

Client/Project Information: SUNDANCE IMPROVEMENT ASSOCIATION
PWS #85209F

Date: 05-21-2020
Project Number: 18-063.2
Sheet Number: EX1

SUNDANCE IMPROVEMENT ASSOCIATION

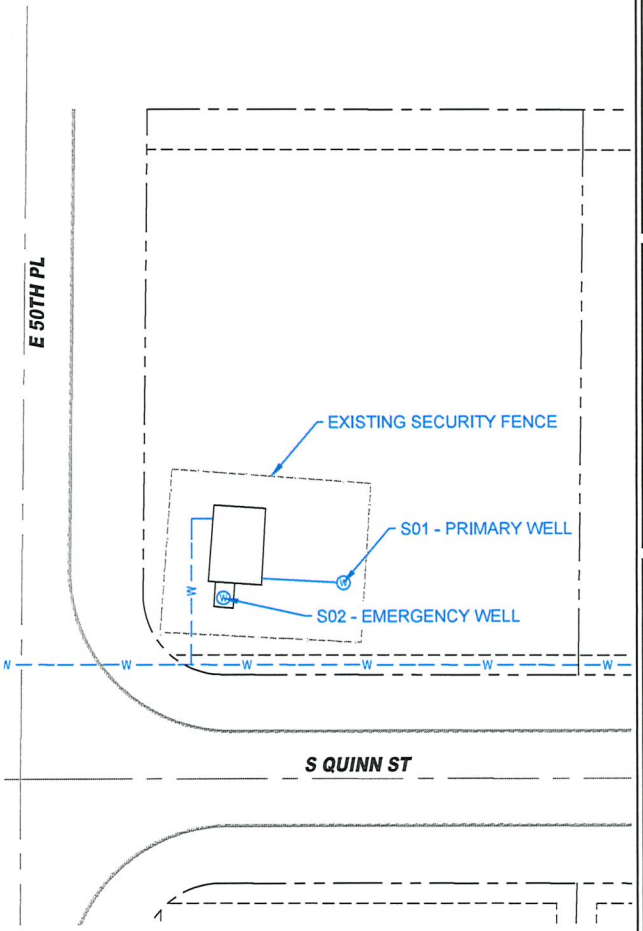
PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 23, T8N, R30E, W.M.
FINLEY, BENTON COUNTY, WASHINGTON



METERS: ¾"
LINES: 4" PVC

EXISTING WATER SYSTEM PLAN

SCALE: 1"=100'



EXISTING PUMPHOUSE AND WELLS

SCALE: 1"=30'

HARMS ENGINEERING, INC.
1632 W Sylvester Street, Pasco WA 99301 | 509.547.2619 | HarmsEngineering.com

Designed By: CBATAYOA
File Name: 18063.1 Exhibit 03
File Path: P:\2018\18063.2 Sundance Improvement Area\Civil & Survey\Approved\Dgn\

No	Description	By	Date

Drawing Name: EXISTING WATER SYSTEM MAP
SOUTH STAND S FINLEY ROAD, KENNEWICK, WA

Owner/Project Information: SUNDANCE IMPROVEMENT ASSOCIATION
PWS #85209F

Date: 05-21-2020
Project Number: 18-063.2
Sheet Number: EX2

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 8/4/2020	Execute Contract	____	Consent Agenda	____
Subject: Public Hearing	Pass Resolution	__x__	Public Hearing	___x__
Prepared by: Linda Ivey	Pass Ordinance	____	1st Discussion	____
Reviewed by:	Pass Motion	____	2nd Discussion	____
	Other	___	Other	____

BACKGROUND INFORMATION / SUMMARY

Benton County was awarded $11,099,000 in CARES Act funds due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) via Resolution 2020-391,

The Award was received after the completion of the 2019-2020 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

A new Department is requested in the Current Expense Fund, Department 139.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for Current Expense, CARES Act, Department 139.

FISCAL IMPACT

Fiscal Impact to Current Expense, CARES Act, Department 139 is budget neutral as eligible expenditures are reimbursed.

MOTION

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for Current Expense, CARES Act, Department 139, in the amount of $11,099,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 139, BUDGET IN THE AMOUNT OF $11,099,000

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 139 in the amount of $11,099,000 for expenditures associated with the CARES Act funds awarded due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, a public hearing was held on Tuesday August 4, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 Current Expense Budget, Fund No. 0000-101, Department No. 139, in the amount of $11,099,000 be approved per the attached request.

Dated this_____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000101**
Dept Name:	**CARES Act**	Dept Number:	**139**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
513.100.4103	Professional Services	11,099,000	11,099,000
	Total Adjustment	$11,099,000	

Revenue

BARS Number	Item Name	Amount
333.21.9991	CARES Act 1	11,099,000
	Total Revenue	$11,099,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Benton County was awarded $11,099,000 in CARES Act funds due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) via Resolutions 2020-391. Supplement necessary as the grant was not included in the 2019-2020 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 8/4/2020	**Execute Contract**	____	**Consent Agenda**	____
Subject: Public Hearing	**Pass Resolution**	__x__	**Public Hearing**	__x__
Prepared by: Linda Ivey	**Pass Ordinance**	____	**1st Discussion**	____
Reviewed by:	**Pass Motion**	____	**2nd Discussion**	____
	Other	____	**Other**	____

BACKGROUND INFORMATION / SUMMARY

Benton County was awarded $250,000 for the FY19 BJA STOP School Violence Prevention and Mental Health Training Program via Resolution 2019-752,

The Award was received after the completion of the 2019-2020 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

The award is over three years, with anticipated expenditures in the 2019-2020 budget of $110,800.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for Current Expense, Sheriff Patrol, Department 121.

FISCAL IMPACT

Fiscal Impact to Current Expense, Sheriff Patrol, Department 121 is budget neutral as eligible expenditures are reimbursed.

MOTION

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for Current Expense, Sheriff Patrol, Department 121, in the amount of $110,800.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 121, BUDGET IN THE AMOUNT OF $110,800

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 121 in the amount of $110,800 for expenditures associated with the FY19 BJA STOP School Violence Prevention and Mental Health Training Program; and

WHEREAS, a public hearing was held on Tuesday August 4, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 Current Expense Budget, Fund No. 0000-101, Department No. 121, in the amount of $110,800 be approved per the attached request.

Dated this_____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig Commissioners
cc: Auditor

Prepared by L.Ivey

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000101**
Dept Name:	**Sheriff Patrol**	Dept Number:	**121**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
521.340.3101	Supplies	2,700	5,664
521.340.3501	Minor Equipment & Small Tools	8,100	49,339
521.340.4102	Contract Services	13,278	59,598
521.340.4905	Training	20,079	67,743
594.210.6401	Capital Outlay	66,643	66,643
	Total Adjustment	$110,800	

Revenue

BARS Number	Item Name	Amount
333.16.8390	BJA - STOP School Violence Program	$110,800
	Total Revenue	$110,800

Basis for Budget Adjustment (Attach Documentation as Appropriate):
The Benton County Sheriff's Office accepted the funding under the FY19 BJA STOP School Violence Prevention and Mental Health Training Program in the amount of $250,000 for 3 years from Office of Justice Programs under Resolution 2019-752. A Supplement is necessary as the grant was not included in the 2019-2020 budget process due to the timing of the grant solicitation. The first year it is anticipated to incur expenditures of $110,800 and in 2021-2022, $139,200.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

☑ Approved for Hearing

☐ Denied

Review Notes: _____