

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, September 22, 2020

9:00 AM **Call to Order**
Approval of Minutes
❖ **September 15, 2020**

Review Agenda

Consent Agenda

Auditor

- a. Line Item Transfer, Fund No. 0111-101, Dept. 000
- b. Line Item Transfer, Fund No. 0000-101, Dept. 102

Human Resources

- c. Changing the Jail Captain Classification Description to a Jail Commander Classification Description
- d. Updated 2020 Managers' and Administrators' Salary Schedule Updating Title of Jail Captain to Jail Commander

- e. Line Item Transfer Reflecting Title Change From Jail Captain to Jail Commander

Juvenile

- f. Agreement w/State of WA Administrative Office of the Courts for Support of CASA Programs
- g. Amendment No. 2 w/Career Path Services for Employment Training
- h. Line Item Transfer, Fund No. 0115-101, Dept. 171

Public Works

- i. Amendment No. 1 w/WA State Department of Ecology for Construction Costs; Amending Resolution 2019-606
- j. Forgiving Loan to ER&R Fund From Capital Improvement Fund
- k. Purchase of Guardrail, Terminals, Cable & Components from Coral Sales Company
- l. Contract for On-Call Right-of-Way Services w/Epic Land Solutions

Sheriff

- m. Purchase of Radar Equipment From Kustom Signals
- n. Agreement w/Lexipol for Use of Subscription Material on Policy Manuals & Training Bulletins

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

Public Hearing

Franchise Renewal w/City of Richland for a Water, Sewer, Stormwater, Electrical, Facilities & Systems ~ C Woods

Scheduled Business

Position Request in the Prosecuting Attorney's Office ~ A Miller

Federal Recognition Support of the Sto;Lo First Nations Tribe of Kennewick ~ A Fyall

Other Business

Executive Session

Plan Strategy or Position to be Taken During Grievance Proceedings ~ S Hallstrom

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, September 15, 2020, 9:00 a.m.

Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Alex Garcia, IT; HR Manager Lexi Wingfield (via/WebEx); Ryan Lukson (via/WebEx); Treasurer Ken Spencer; Deputy Treasurer Kirsten Yniguez; Adam Fyall, Sustainable Development Manager; Adam Morasch, Risk Manager; Robert Blain, Operations/Capital Assets; Commander Jon Law and Detective Todd Carlson, Sheriff's Office.

Approval of Minutes

The Minutes of September 1, 2020 were approved.

Review Agenda

Consent agenda item "i" (Payment to Great Floors) was pulled for discussion.

The Board agreed to move the discussions regarding the Agreement with Dept. of Commerce and Dept. of Ecology to the first scheduled business items.

Consent Agenda

MOTION: Commissioner Delvin moved to approve the consent agenda items "a" through "ii", pulling "i" (Payment to Great Floors) for discussion. Commissioner Small seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus and Disposition of Personal Property

Coroner

- b. Memorandum of Understanding w/LifeNet Health Northwest

Corrections

- c. Line Item Transfer, Fund No. 0000-101, Dept. 120
- d. MOU w/Support, Advocacy & Resource Center to Acknowledge a Working Relationship

- e. Purchase of One Polygraph Sensor Box Package From Axciton Computerized Polygraphs

Facilities

- f. Contract w/Campbell Underground LLC for Backflow Inspection & Repair
- g. Contract w/Craftsman Cabinets & Flooring Inc for Public Services Building Countertop Replacement Project
- h. Contract w/TCA Enterprises for the Badger Mtn Maintenance Building Asphalt Project
- j. Contract w/Western States for the Backup Generator Service & Repair
- k. Change Order No. 1 w/Cliff Thorn Construction

Human Services

- l. Ratifying Agreement w/WA State Dept. of Commerce Community Services & Housing Assistance Unit for Rental Assistance
- m. Agreement w/Michelle Santo for Community Prevention Coordinator
- n. Agreement w/Breanna Zavicar for Community Prevention Coordinator

Information Technology

- o. Purchase of a 3-Year Subscription for Cisco Flex From CompuNet
- p. Purchase of a 3-Year Subscription for Social Media Archiving From Pagefreezer

Juvenile

- q. Truancy Contract w/Finley School District
- r. Agreement w/State of WA Administrative Office of the Courts for BECCA Bill Program

Planning

- s. Line Item Transfer, Fund No. 0000-101, Dept. 116
- t. Final Plat of Steeplechase Phase 1 – SUB 2020-006
- u. Vacation of Ten Foot Drainage Easement – SV 19-02

Public Safety Sales Tax

- v. Line Item Transfer, Fund No. 0148-101, Dept. 115
- w. Line Item Transfer, Fund No. 0148-101, Dept. 120

Public Works

- x. Line Item Transfer, Fund No. 0101-101, Dept. 500
- y. Granting A Franchise to Sunheaven Farms for Water Lines Systems & Facilities in County Road Rights of Way
- z. Granting A Franchise to Eddie Farms Inc for Irrigation Pipe Systems & Facilities in County Road Rights of Way
- aa. Granting A Franchise to Plymouth Water District for Water Delivery System & Facilities in County Road Rights of Way
- bb. Purchase of John Deere Grader from Pape Machinery Inc.
- cc. Purchase of Asphalt Emulsion for From Albina Holdings
- dd. Declaring Snipes Road Bituminous Surface Treatment Project an “Emergent Project”
- ee. Rural Arterial Program Final Prospectus for Construction of County Well Road Phase 1 & County Well Road Phase 2

Sheriff

- ff. Purchase of Communication Equipment From Motorola Solutions
- gg. MOU Modification w/United States Marshal for Joint Law Enforcement Operations

Treasurer

- hh. Agreement w/FHN Financial Main Street Advisors - Oversight of Investment Program

Workforce Development

- ii. Contract w/Career Path Services for Youth Services

Consent Agenda “i” - One-Time Payment Authorization for Carpet Squares From Great Floors

Robert Blain explained the Resolution was needed because the purchase was done outside the procurement policy to get enough lead time to order the carpet for installation. They previously had quotes for the carpet that were less expensive, but they determined the quotes were too old to use. Commissioner Small asked when the new procurement policy would be complete, and Mr. Blain said it was currently in review in the PA’s office and he anticipated finalizing it in the next month or two.

MOTION: Commissioner Small moved to approve the Resolution Authorizing Payment to Great Floors as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Public Comment

None.

CARES Act Agreement with Dept. of Commerce

Adam Fyall presented a new CARES Act Agreement with the Department of Commerce, specifically for disbursement of grants to small businesses. He said this money was designed to flow through the ADO (TRIDEC), but they had an agreement with Commerce to channel the money through the County, similar to the first CARES Act Agreement. Mr. Fyall recommended the Board approve the new contract with the Dept. of Commerce, to be followed by a new contract with TRIDEC in two weeks (both nearly identical to the first contracts approved for the CARES Act).

MOTION: Commissioner Small moved to approve the new grant agreement with the Department of Commerce for additional CARES Act funds as presented. Commissioner Delvin seconded, and upon vote, the motion carried unanimously.

Agreement with Washington Dept. of Ecology

Adam Fyall presented the new restated Agreement with Washington Department of Ecology for rent received for uses associated with a lease on the Hanford site; the original Interagency Agreement was amended 26 times after being entered into in 1993.

MOTION: Commissioner Delvin moved to approve the Resolution and new Interagency Agreement with Department of Ecology as presented. Commissioner Small seconded and upon vote, the motion carried.

Agreement w/PowerDMS – Sheriff’s Office

Commander Jon Law and Detective Todd Carlson, Sheriff’s Office, presented the Agreement with PowerDMS. They explained it was a document, training, and accreditation management software program and was used and recommended by many statewide law enforcement agencies. They

explained the need for the program to reduce staff workload to aid the Sheriff's office in getting accredited; they lost their accreditation three years ago. Additionally, Mr. Carlson said the most difficult part of his job was tracking 70+ employees and this would assist in training, inventory, certifications and expiration of equipment, and reminders.

Commissioner Delvin expressed concern about using this program after discussing it with the IT Department and requested a one-on-one meeting with the Commander and IT before deciding. The Board agreed with postponing a decision until after that meeting.

Agreement w/Lexipol – Sheriff's Office

Commander Jon Law and Detective Todd Carlson presented the Agreement with Lexipol and said this agreement was separate from PowerDMS. Commander Law said it was the same program the jail was using for updating policy manuals and training bulletins. Commissioner Delvin said this program was already supported by IT and he did not have an issue approving this.

MOTION: Commissioner Delvin moved to authorize this agreement to be on the next consent agenda for approval by the Board. Commissioner Small seconded and upon vote, the motion carried unanimously.

Amendment No. 3 w/MMEC for the Administration Building

Robert Blain presented Amendment No. 3 with MMEC Architecture & Interiors to provide additional design services to add, at the request of the County, the access control systems to the doors and to integrate the new building into the existing system by the County. The total amount of the amendment was \$19,800.00 plus WSST.

MOTION: Commissioner Delvin moved to approve Amendment No. 3 to the Professional Services Contract with MMEC Architecture & Interiors as presented. Commissioner Small seconded and upon vote, the motion carried.

Request for Office Assistant III Position to be Posted & Filled – Treasurer's Office

Lexi Wingfield via/WebEx, Treasurer Ken Spencer and Deputy Treasurer Kirsten Yniguez requested the Board authorize posting and filling of an Office Assistant III position. One of the positions with prior approval per Resolution 2020-602 was an Accounting Assistant II position within the Treasurer's Office. That position was filled by a current employee within the Treasurer's Office leaving an Office Assistant III position vacant. They requested the Board authorize filling that position to give them time to train a new employee for the tax season. Ms. Yniguez added that this was the only tax collecting position in Prosser.

MOTION: Commissioner Delvin moved to approve the Resolution authorizing the Treasurer's Office to post and fill the Office Assistant III position as presented. Commissioner Small seconded and upon vote, the motion carried.

Keep Washington Working Act Policy

Adam Morasch presented a policy to adopt legislation passed in 2019 establishing statewide practices regarding the enforcement of federal immigration laws and provide improved support of economic opportunities for Washingtonians, regardless of their immigration or citizenship status.

MOTION: Commissioner Delvin moved to approve the Resolution adopting the “Keep Washington Working Act” Policy as presented. Commissioner Small seconded and upon vote the motion carried.

Quit Claim Deeds

Matt Rasmussen stated that in 1948 the County was dedicated a 10-foot wide alleyway in the Island View area and subsequently the area was annexed by the City of Richland. The County assumed ownership of the alley transferred to the City with the annexation. However, an ownership issue was discovered when a property owner adjacent to the alley attempted to subdivide their property. In order to resolve the issue, Mr. Rasmussen recommended the Board approve and sign quit claim deeds to quit claim any remaining interest the County had in the alley to the adjoining landowners. The City indicated this would resolve their issues and the County, taking the position it had no interest in the land, was effectively granting nothing.

MOTION: Commissioner Delvin moved to authorize the Chairman to execute seven (7) quit claim deeds conveying whatever interest Benton County has in portions of a strip of land dedicated to Benton County for public use and purposes to the adjoining property owners as presented. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Fairgrounds – Emergency Boarding of Livestock

Adam Fyall said the Fair Association brought up the idea of using the Fairgrounds for emergency boarding of livestock, if needed, as other Fairgrounds were doing. Mr. Fyall said he reviewed and discussed the idea, along with the potential issues, including safety and security, liability, access, etc. and did not recommend moving forward with this at the present time.

Commissioner Delvin said they had not been asked to provide this service but wanted to have the groundwork done so they were prepared in the event it was needed. The Board agreed. Mr. Fyall said he would continue to research the issue.

Payroll

Check Date: 09/04/2020

Payroll Checks

Total all funds: \$2,396,478.27

Warrant #: 242733-242788

Direct Deposit #: 155574-156182

Payroll Deductions/Transfers
Total all funds: \$2,307,847.23
Taxes #: 101200901-101200911
ACH #: 1420-1426

Payroll Deductions/Warrants
Total all funds: \$132,336.25
Warrant #: 209566-209573

Accounts Payable

Check Date: 09/04/2020

EFT #: 1418-1419
Transfers #: 09042001
Total all funds: \$13,892.77

Warrants #: 209475-209565
Total all funds: \$1,816,079.53

Check Date: 09/10/2020

P-Cards #: 0920
Total all funds: \$351,928.84

Resolutions

2020-604: Surplus and Disposition of Personal Property
2020-605: Memorandum of Understanding w/LifeNet Health Northwest
2020-606: Line Item Transfer, Fund No. 0000-101, Dept. 120
2020-607: MOU Between Corrections and SARC to Acknowledge a Working Relationship
2020-608: Purchase of Polygraph Sensor Box Package From Axciton Computerized Polygraphs
2020-609: Contract w/Campbell Underground LLC for Backflow Inspection & Repair
2020-610: Contract w/Craftsman Cabinets & Flooring Inc for Public Services Building Countertop Replacement Project
2020-611: Contract w/TCA Enterprises - Badger Mtn Maintenance Building Asphalt Project
2020-612: Contract w/Western States for the Backup Generator Service & Repair
2020-613: Ratifying Agreement w/WA State Dept. of Commerce Community Services & Housing Assistance Unit for Rental Assistance
2020-614: Agreement w/Michelle Santo for Community Prevention Coordinator
2020-615: Agreement w/Breanna Zavicar for Community Prevention Coordinator
2020-616: Purchase of a 3-Year Subscription for Cisco Flex From CompuNet
2020-617: Purchase of a 3-Year Subscription for Social Media Archiving From Pagefreezer
2020-618: Truancy Contract w/Finley School District

- 2020-619: Agreement w/State of WA Administrative Office of the Courts for BECCA Bill Program
- 2020-620: Line Item Transfer, Fund No. 0000-101, Dept. 116
- 2020-621: Final Plat of Steeplechase Phase 1 – SUB 2020-006
- 2020-622: Vacation of Ten Foot Drainage Easement – SV 19-02
- 2020-623: Line Item Transfer, Fund No. 0148-101, Dept. 115
- 2020-624: Line Item Transfer, Fund No. 0148-101, Dept. 120
- 2020-625: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 2020-626: Granting A Franchise to Plymouth Water District for Water Delivery System & Facilities in County Road Rights of Way
- 2020-627: Purchase of John Deere Grader from Pape Machinery Inc.
- 2020-628: Granting A Franchise to Sunheaven Farms for Water Lines Systems & Facilities in County Road Rights of Way
- 2020-629: Granting A Franchise to Eddie Farms Inc for Irrigation Pipe Systems & Facilities in County Road Rights of Way
- 2020-630: Purchase of Asphalt Emulsion for From Albina Holdings
- 2020-631: Declaring Snipes Road Bituminous Surface Treatment Project an Emergent Project
- 2020-632: Rural Arterial Program Final Prospectus for Construction of County Well Road Phase 1 & County Well Road Phase 2
- 2020-633: Purchase of Communication Equipment From Motorola Solutions
- 2020-634: MOU Modification w/United States Marshal for Joint Law Enforcement Operations
- 2020-635: Agreement w/FHN Financial Main Street Advisors - Oversight of Investment Program
- 2020-636: Contract w/Career Path Services for Youth Services
- 2020-637: Grant Agreement w/Dept. of Commerce – CARES Act Funds
- 2020-638: Interagency Agreement w/Dept. of Ecology
- 2020-639: Approving Change Order No. 1 w/Cliff Thorn Construction
- 2020-640: Amendment No. 3 w/MMEC Architecture & Interiors
- 2020-641: Approving Position 1507 – Office Assistant III to be Posted and Filled
- 2020-642: Approving the Keep Washington Working Act Policy
- 2020-643: Executing Quit Claim Deeds – Alley Way in the City of Richland
- 2020-644: Authorizing One-Time Payment to Great Floors

There being no further business before the Board, the meeting adjourned at approximately 9:54 a.m.

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
ELECTION RESERVE FUND NUMBER 0111101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

CHILTON

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.401	4201	Postage	\$5,000	514.401	1163	Chief Deputy	\$2,500
				514.901	1163	Chief Deputy	\$2,500
TOTAL			\$5,000	TOTAL			\$5,000

Explanation:

Per res. 2017-089, Chief Deputy Salary set at 85% of elected salary of \$7,942/mo.

Prepared by: Date: 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 102.

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

CHILTON

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: 102

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
514.300	1139	Prosser Ofc. Supervisor	\$5,000	514.300	1163	Chief Deputy	\$2,500
				514.810	1163	Chief Deputy	\$2,500
TOTAL			\$5,000	TOTAL			\$5,000

Explanation:

Per res. 2017-089, Chief Deputy Salary set at 85% of elected salary of \$7,942/mo.

Prepared by: Brenda Chilton

Date: 9/10/20

Approved ☐

Denied ☐

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020
Subject:	Establish Jail Commander Classification Description
Presenter:	Lexi Wingfield
Prepared By:	Karlee Ainsworth
Reviewed By:	Lexi Wingfield
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The Human Resources Manager worked with the Chief of Corrections to change the Jail Captain classification description to a Jail Commander description. The Human Resources Manager has created the job classification description attached to this resolution.

Fiscal Impact

No supplement required. This is purely cleanup and no salary changes will be requested.

Recommendation

Recommend approving the Jail Commander classification description.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING THE JAIL CAPTAIN CLASSIFICATION DESCRIPTION TO A JAIL COMMANDER CLASSIFICATION DESCRIPTION.

WHEREAS, the Chief of Corrections has expressed a need to update the Jail Captain classification description and retitle it as a Jail Commander; and

WHEREAS, the Human Resources Manager worked with the Chief of Corrections to update the Jail Captain and establish a classification description for a Jail Commander; and

WHEREAS, the Jail Commander classification description will replace the Jail Captain classification description **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners, hereby approves the recommended Jail Commander classification description; and

BE IT FURTHER RESOLVED that the Jail Commander classification description will replace the Jail Captain classification description; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED that this Resolution is not intended nor shall it be interpreted as limiting or compromising the County's "at will" employer status.

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

BENTON COUNTY CLASSIFICATION DESCRIPTION**10/19****JAIL COMMANDER****PAGE 1**

TITLE: Jail Commander

DEPARTMENT: Commissioners – Corrections Department

REPORTS TO: Chief of Corrections

SUPERVISES: Jail staff

FLSA: Exempt

SUMMARY:

Plans, administers, organizes, and manages the activities of the Jail and relevant correctional programs. Responsible for the professional leadership and technical administration, management coordination, and direction of the Jail and its relevant correctional programs. Analyzes and evaluates operations to assure efficiency and adequacy of service. Directs and oversees all Corrections Department's facilities, programs and activities that involve in-custody and out-of-custody criminal justice system participants through enforcing department policies and procedures. Researches, develops and implements programs ensuring compliance with regulations and mandates, community safety, services to the courts and criminal justice system, and treatment and rehabilitation.

EXAMPLES OF JOB DUTIES: (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Provides managerial leadership to assigns, supervises, trains, disciplines, and evaluates assigned personnel and their activities; ensures adequate coverage for all shifts. Initiates and implements disciplinary actions as warranted and assures disciplinary measures are fair and consistent. Monitors workloads and assignments; changes priorities and schedules as needed to assure work is completed in an efficient and timely manner.

Participates in the selection and background investigation of new employees and makes recommendations regarding the hiring and termination of personnel.

Assumes command in serious or sensitive cases or operating problems; evaluates trends and adjusts assignments as needed.

Participates in developing and implementing procedures, work rules, and safety requirements. Develops, prepares and maintains special and regular reports to provide proper evaluation, control, and documentation of assigned functions.

Assists in developing the budget. Manages department operations to achieve goals with budgeted funds and available personnel; plans and organizes workloads and staff assignments, monitors progress, sets priorities, and makes changes as needed to meet department goals and demands.

In connection with the Human Resources Department and/or Prosecuting Attorney's

Office, investigates complaints against personnel; coordinates the resolution of inquiries, complaints, or problems affecting the availability or quality of services.

Establish department policies and procedures to implement executive and legislative directions, develop organizational structures including lines of authority, responsibility, and communication in order to carry out the policies and goals.

Development and implementation of department policies and concepts and long-range strategic planning for the Jail addressing current and projected needs and demands of the community.

Develops, recommends, and implements policy and procedure to assure efficient and effective operations in compliance with department goals and objectives. Analyzes and recommends improvements to existing facilities, equipment, and operating systems.

Assures adequate training for department personnel to make full use of individual capabilities; develops, coordinates, and implements training programs.

Requires resolving department personnel problems, participating in the handling of grievance and disciplinary procedures, ensure adequacy of methods and adherence to solid employment practices, rules, regulations, and policies.

Oversees the department's program of computerized systems; remains current on new technology and makes appropriate recommendations.

Review and implement appropriate training for staff and skills development. Ensure that staff has the resources needed to attain the goals and expectations of the Corrections Departments.

Review grants that become available and could benefit the Corrections Department.

Develop and maintain good working relationship between the Corrections Department, the local law enforcement agencies and other agencies and community groups. Be involved with the local Criminal Justice Advisory Committee.

Represent the county and the department at local, state and federal agencies and other organization's meetings regarding matters of interest to Corrections Department.

Coordinate and attend training seminars, conferences and others to ensure up-to-date and modern skills and knowledge that pertain to the proper execution of the duties and responsibilities of this position. Monitor, analyze and brief department staff on relevant developments and changes of interest or legislation that affects the procedures followed and services provided.

Monitors Jail capacity and adjusts booking/release policies as necessary.

Reviews and responds to inmate complaints, such as grievances.

Perform other duties as assigned by the Board of County Commissioners and County

Administrator.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of County, state, and federal laws and administrative codes relating to area of assignment including but not limited to affecting the services provided to offenders.

Knowledge of law enforcement principles, procedures, techniques, and equipment.

Knowledge of practices, principles, and procedures of all phases of law enforcement and the criminal justice system.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of recent court decisions and how they affect jail operations; search and seizure laws, use of force, laws of arrest, and laws regarding forfeiture of real and personal property.

Knowledge of legal requirements, regulations and laws applicable to assigned programs.

Knowledge of principles, practices and procedures of jail administration, care and custody of inmates, custody organization and operation; records management; care and custody of property; laws, ordinances, and regulations affecting the operations of the Benton County Jail.

Knowledge of program planning and evaluation and budget development.

Skill in directing and managing the operations of a large department.

Skill in planning and supervising the work of a diverse group of employees.

Skill to interpret and apply a variety of rules, regulations and legislation affecting the operations of a correctional function.

Skill in operating computers, printers, scanners, peripheral equipment, and using modern software, including Microsoft Office (word processing, database management, and spread sheets), and Apple Products such as iPad, iPhone, etc.

Skills to research, analyze data, and arrive at conclusions. Able to make recommendations and propose plans of action, even with controversial issues.

Ability to exercise judgement and discretion of sensitive or confidential matters.

Ability to monitor work schedules and supervise and evaluate the work of subordinates.

Ability to perform effectively in emergency and stressful situations.

Ability to analyze and evaluate operations and develop and implement corrective action to resolve problems.

Ability to establish and maintain effective working relationships with employees and the general public.

Ability to communicate effectively, both orally and in writing.

Ability to work independently as well as possessing the ability to work well in a team environment.

Ability to organize and prioritize in order to effectively work in a multi-task and busy work environment with demands from multiple sources and projects. Efficiently work in a demanding and political environment.

Ability to interpret and apply pertinent federal, state and local laws, codes and regulations.

WORKING ENVIRONMENT:

Working environment includes activities or contacts in multiple indoor or outdoor venues. Physical abilities required for this position are ones typically related to corrections activities in challenging environments. Ability to perform tasks such as sitting, standing, bending, squatting, kneeling, grabbing, carrying, holding, walking, running, and ability to move/push/pull or lift heavy objects exceeding fifty (50) pounds. Ability to perform strenuous physical tasks such as controlling inmates and able to work long and protracted hours of the day and night depending on the complexities of unique situations. Subject to being on-call and 24-hour call-back for emergencies; great mental ability and exertion is required daily.

EDUCATION AND EXPERIENCE:

Bachelor's degree in Law Enforcement, Social Science, Business Administration, Public Administration or related field; a minimum of five years progressively responsible in the field of criminal justice, and two years of managerial and supervisory experience including budget administration, developing and administering programs targeted for the criminal justice system and offenders, or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Washington State Driver's License.

First Aid Certificate.

Certification of Corrections Officers Academy.

Successful completion of the executive management course offered by the Washington State Criminal Justice Training Commission within six months from date of hire.

Successfully pass a background investigation.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020
Subject:	Update and adopt the 2020 Managers' and Administrators' Salary Schedule
Presenter:	Lexi Wingfield
Prepared By:	Karlee Ainsworth
Reviewed By:	Lexi Wingfield
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

There is a need to do an administrative clean up to match job titles, job descriptions, and budget titles. As part of the clean up there is a need to update the Jail Captain to Jail Commander on the 2020 Managers' and Administrators' salary schedule.

Fiscal Impact

No supplement required. This is purely cleanup and no salary changes will be requested.

Recommendation

Recommend adopting the updated 2020 Managers' and Administrators' salary schedule.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING THE UPDATED 2020 MANAGERS' AND ADMINISTRATORS' SALARY SCHEDULE WHEREIN THE TITLE OF THE JAIL CAPTAIN WILL BE UPDATED TO JAIL COMMANDER

WHEREAS, as part of the job titles, job descriptions, and budget titles administrative clean-up project, there is a need to change the title of the Jail Captain to Jail Commander; and

WHEREAS, the 2020 Managers' and Administrators' salary schedule has been updated to reflect Jail Commander instead of Jail Captain; and

WHEREAS, a job description for a Jail Commander has been approved and established; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the title change of the Jail Captain to the Jail Commander; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners hereby adopts the revised and attached 2020 Managers' and Administrators' salary schedule; and

BE IT FURTHER RESOLVED that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

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

2020 SALARY SCHEDULE

EXHIBIT A

GRADE	A	B	C	D	E
13	9839	10331	10848	11390	11960
12	9370	9839	10331	10848	11390
11	8924	9370	9839	10331	10848
10	8499	8924	9370	9839	10331
9	8094	8499	8924	9370	9839
8	7709	8094	8499	8924	9370
7	7342	7709	8094	8499	8924
6	6992	7342	7709	8094	8499
5	6659	6992	7342	7709	8094
4	6342	6659	6992	7342	7709
3	6040	6342	6659	6992	7342
2	5752	6040	6342	6659	6992
1	5478	5752	6040	6342	6659

Job Title	Grade
Deputy Administrator	13
OPD Manager	13
Public Works Administrator	13
Chief of Corrections	13
County Engineer	11
Director of Operations & Capital Assets	11
IT Manager	10
Chief Staff Defender	10
Jail Commander	10
Finance Manager	9
Human Services Manager	8
HR Manager	8
Planning Manager	8
IT Assistant Manager	7
Facilities Manager	6
Building Manager	6
Assistant Finance Manager	6
Risk Manager	6
Sustainable Development Manager	5
Assistant Planning Manager	5
Assistant HR Manager	5

cc: Payroll, HR, and Stephen Hallstrom

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020
Subject:	Line item transfer to reflect a title change from Jail Captain to Jail Commander in the budget
Presenter:	Lexi Wingfield
Prepared By:	Karlee Ainsworth
Reviewed By:	Lexi Wingfield
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

There is a need to do an administrative clean up to match job titles, job descriptions, and budget titles. As part of the clean up there is a need to update the Jail Captain to Jail Commander in the budget. Approval of the presented line item transfer will satisfy this need

Fiscal Impact

No supplement required. This is purely cleanup and no salary changes will be requested.

Recommendation

Recommend approving the line item transfer to update the Jail Captain title to Jail Commander in the budget.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	1813	Jail Captain	\$22,166	523.620	1813	Jail Commander	\$22,166
TOTAL			\$22,166	TOTAL			\$22,166

Explanation:

Title change from Jail Captain to Jail Commander ; resolutions approving the job description and updated salary schedule are on for the 09/22/2020 Commissioners meeting

Prepared by:

Date

Approved ☐

Denied ☐

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/15/20 BC 09/22/20
Subject:	Sign Interagency Agreement with AOC for support of CASA programs via No. IAA21468
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
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-Franklin Counties Juvenile Justice Center would like to enter into an Agreement with the State of Washington, Administrative Office of the Courts (AOC), to provide Court Appointed Special Advocate (CASA) representation to dependent youth of Benton and Franklin Counties. Benton-Franklin Counties Juvenile Justice Center has been receiving funding from AOC in support for CASA program since 2000.

The term of the Interagency Agreement No. IAA21468 is July 1, 2020, through June 30, 2021. The Program Agreement is backdated to July 1, 2020, so that services are not interrupted, and the Benton-Franklin Counties Juvenile Justice Center can maximize the use of available funds effective on July 1, 2020.

The delay in execution is a result of the Agreement not being received by AOC until August 21, 2020

Fiscal Impact

This project is grant funded. The Program Agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center. The maximum reimbursement amount is not to exceed \$81,811.00.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Interagency Agreement No. IAA21468.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners, and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign, on behalf of their respective county, the Interagency Agreement No. IAA21468 between the Benton-Franklin Juvenile Justice Center and the State of Washington Administrative Office of the Courts, for the term of July 1, 2020, through June 30, 2021.

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 INTERAGENCY AGREEMENT IAA21468 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS FOR SUPPORT OF CASA PROGRAMS

WHEREAS, Benton and Franklin Counties had an Interagency Agreement with the State of Washington Administrative Office of the Courts for support of CASA programs via Benton County Resolution numbered 2019 634 and Franklin County Resolution numbered 2019 255 which is Interagency Agreement No. IAA20031; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement No. IAA21468 between the State of Washington Administrative Office of the Courts, and the Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2020 and terminating on June 30, 2021, and

WHEREAS, the new Program Agreement was not received by the State of Washington Administrative Office of the Courts until August 21, 2020 and is backdated to July 1, 2020, so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2020; **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 concur with the Juvenile Administrator's recommendation and hereby approves the State of Washington Administrative Office of the Courts Interagency Agreement No. IAA21468 in support of CASA programs. The Program Agreement is based on expenditure reimbursement in which the maximum amount is not to exceed \$81,811.00.

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Interagency Agreement No. IAA21468; and

BE IT FURTHER RESOLVED, the term of the attached Program Agreement commences July 1, 2020 and expires on June 30, 2021.

DATED this _____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

INTERAGENCY AGREEMENT IAA21468
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON/FRANKLIN COUNTY JUVENILE COURT
FOR THE
SUPPORT OF THE CASA/VOLUNTEER GUARDIAN AD LITEM PROGRAM

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Benton/Franklin County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASA's)/volunteer guardians ad litem as defined by RCW 13.34.030(11) in dependency matters or to reduce the average caseload of volunteers to recommended standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA/volunteer guardian ad litem program as defined in RCW 13.34.030(12) to serve juvenile dependency cases. The COURT will ensure that the program and volunteers comply with the statutory requirements contained in RCW 13.34.100 -107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA/Volunteer GAL Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/20 - 12/31/20	01/31/21
01/01/21 - 06/30/21	07/31/21

Failure to submit a report by the due date may adversely affect state funding of the CASA/Volunteer GAL program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2020 regardless of the date of execution and it

shall end on June 30, 2021, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$81,811**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA/Volunteer GAL Program Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA/Volunteer GAL programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, Bi-Annual Reports will be distributed to the Washington Association of Child Advocate Programs. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASAs /Volunteer GALs, and subcontractors who have access to children, prior to any access under this agreement pursuant to RCW 13.34.100(3);
- Based on the results from the criminal background check, determine each employee, CASA/Volunteer GAL, and subcontractor is suitable for access to children;

The **AOC** will:

- Reimburse for CASA/Volunteer GAL criminal background checks.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) business days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party

will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties; however, nothing herein prohibits either party from seeking judicial relief.

GOVERNANCE

This Agreement 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 Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five (5) business day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to

reflect a budget reduction without terminating the contract if all parties agree to the amendment.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a scanned or facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

ENTIRE AGREEMENT

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

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Association Coordinator PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov 360 705-5276	Darryl Banks Juvenile Court Administrator 5606 W Canal Pl, Ste 106 Kennewick, WA 99336-1300 darryl.banks@co.benton.wa.us 509-222-2316

AGREED:

Administrative Office of the Courts

Benton/Franklin County Juvenile Court

Signature

Date

See attached signature page

Signature

Date

Ramsey Radwan

Name

Name

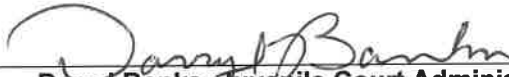
Director, AOC Management Services

Title

Title

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

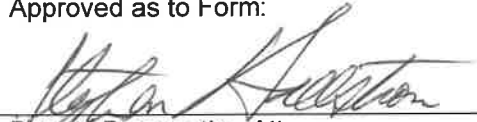
BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER


Darryl Banks, Juvenile Court Administrator

8-26-2020
Date

BENTON COUNTY APPROVAL

Approved as to Form:


Deputy Prosecuting Attorney


Date

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Attest:

Clerk of the Board: _____

Clerk of the Board: _____

EXHIBIT A
CASA/VOLUNTEER GAL PROGRAM COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for court-appointed special advocate (CASA)/Volunteer GAL program reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. DEFINITIONS

Volunteer Guardian ad Litem. As defined in RCW 13.34.030(11): "Guardian ad litem" means a person, appointed by the court to represent the best interests of a child in a proceeding under this chapter, or in any matter which may be consolidated with a proceeding under this chapter. A "court-appointed special advocate" appointed by the court to be the guardian ad litem for the child, or to perform substantially the same duties and functions as a guardian ad litem, shall be deemed to be guardian ad litem for all purposes and uses of this chapter.

CASA/Volunteer Guardian ad Litem Program. As defined in RCW 13.34.030(12): "Guardian ad litem program" means a court-authorized volunteer program, which is or may be established by the superior court of the county in which such proceeding is filed, to manage all aspects of volunteer guardian ad litem representation for children alleged or found to be dependent. Such management shall include but is not limited to: Recruitment, screening, training, supervision, assignment, and discharge of volunteers.

C. GENERAL

The legislature has previously stated that CASA/Volunteer GAL program funds are provided solely for court-appointed special advocate/volunteer GAL programs in dependency matters. The guidelines take into consideration the financial needs of a court working with court-appointed child advocates in dependency cases. These guidelines recognize the restrictions placed on CASA/Volunteer GAL program reimbursements and attempts to identify those costs that can and cannot be reimbursed.

D. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the CASA/Volunteer GAL program contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central point of contact with the court
- Approves invoices and submitted supporting documentation for CASA/Volunteer GAL program reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the CASA/Volunteer GAL program agreement

3. Management Services Director

- Resolves policy and procedural issues related to CASA/Volunteer GAL program funding

4. AOC Comptroller

- Determines CASA/Volunteer GAL program annual fund allocation based on monies received from the legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves CASA/Volunteer GAL program agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with CASA/Volunteer GAL program

E. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Payroll record/time and attendance records related to the CASA/Volunteer GAL program must be kept locally. If employee is not assigned fulltime to working with the CASA/Volunteer GAL program then compensation reimbursement must be proportioned to the amount of time the employee works with the CASA/Volunteer GAL program and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent. Document the process for determining the amount of time the person(s) spend on CASA/Volunteer GAL duties. For example, keep track of time for at least a week and then determine the percentage to be charged.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards

must be kept locally. All work must be related to the CASA/Volunteer GAL program and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

- Attorney – Invoice must identify the specific case for which reimbursement is requested, hours worked, and the hourly rate that was charged. Reimbursement is only for the legal representation of the CASA/Volunteer GAL with regard to a specific case. There is no reimbursement for representation of a minor child. If the CASA/Volunteer GAL has legal representation there must be a court order that: (1) states the need for the representation; and (2) identifies the attorney being appointed to represent the CASA/Volunteer GAL. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for the CASA/Volunteer GAL program and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must also be on file locally.

4. Equipment

- Actual Costs – Reimbursement request does not need to include the vendor invoice if directly related to the program; however, it must be kept locally. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total maintenance costs. Vehicle and other high cost items are not allowable purchases.
- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform CASA/Volunteer GAL program work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference is provided, not to exceed the published AOC travel and per diem rates. Any other paid training program where attendee is seeking reimbursement must be approved by the AOC Project Manager in advance of the training.

6. Travel

Travel/Expense Vouchers from staff or volunteers for travel expense reimbursement for child, witness, parent, or other interviews related to a case filed with the court to which volunteer or CASA/Volunteer GAL program staff was assigned. CASA/Volunteer GAL program staff or volunteer may also be reimbursed for travel to and from the annual WACAP program (or CASA program depending on the court's affiliation) and the Children's Justice Conference. Travel expenses to any other training programs must be pre-approved by AOC Project Manager, and reimbursement is limited to the published AOC travel and per diem rates.

- Supporting Documentation – All travel reimbursement requests must be kept locally for audit purposes.
- All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

CASA/Volunteer GAL Program Allocation Process

Each biennium, an appropriation is provided by the WA State Legislature to the AOC for child advocate program costs as reported by the courts.

Allocation of the funding is based on caseload data from each county for active DEP cases per year. The caseload includes the following activity docket codes:

DEPENDENCY PETITION
DEPENDENCY REVIEW HEARING
DEPENDENCY REVIEW HEARING ORDER
DISMISSAL HEARING
DISPOSITION HEARING-USE FOR CASETYPE 7 CASES ONLY
FACT FINDING HEARING
FACT-FINDING AND DISPOSITION HEARING
FIRST DEPENDENCY REVIEW HEARING
FIRST DEPENDENCY REVIEW HEARING ORDER
ORDER OF DEPENDENCY
ORDER OF DISMISSALS
ORDER OF DISPOSITION
ORDER OF DISPOSITION ON DEPENDENCY
ORDER ON REVIEW HEARING
PERMANENCY PLANNING HEARING
PERMANENCY PLANNING HEARING ORDER
PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP
REVIEW HEARING
SHELTER CARE HEARING: CONTESTED
SHELTER CARE HEARING: UNCONTESTED
SHELTER CARE ORDERS
ORDER OF CONTINUANCES
GENERAL ORDER CODE

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated DEP data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts available to counties.

Audit Process

The AOC Comptroller will periodically audit CASA/Volunteer GAL program reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to CASA/Volunteer GAL program reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of the CASA/Volunteer GAL program in that county.

Following this review, the AOC Comptroller (or designee) will provide a signed report to the county and to the AOC CASA/Volunteer GAL program audit file certifying compliance with audit requirements. See next page for sample report.

**Washington State
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the CASA/Volunteer GAL program reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- ☐ Documentation is in compliance with CASA/Volunteer GAL program cost reimbursement requirements.
- ☐ Documentation is **not** in compliance with CASA/Volunteer GAL program cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

CASA/VOLUNTEER GAL PROGRAM MONTHLY DETAIL REPORT

EXHIBIT B

Administrative Office of the Courts
(submit monthly with A-19 invoice)

COURT: _____

MONTH/YEAR: _____

ADMINISTRATIVE

Computer Set-Up
CASA/WACAP Membership Dues

Total \$ _____ -

STAFF/FTE

Salaries
Benefits

Total \$ _____ -

CONTRACTS/ SERVICE DELIVERY

Advertising

Total \$ _____ -

GOODS/SERVICES

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ _____ -

TRAVEL

- Mileage
- Per Diem
- Other (Registrations fees)

Total \$ _____ -

GRAND TOTAL

\$ _____ -

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 9/8/20 BC 9/22/20
Subject:	Professional Services Amendment No. 2 with Career Path Services
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
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

Benton and Franklin Counties Juvenile Justice Center currently contracts with Career Path Services to employ an Employment Specialist at the Benton-Franklin Counties Juvenile Justice Center in order to provide comprehensive workforce development employment training and connect youth to Workforce Innovation and Opportunity Act Programming (WIOA).

The purpose of Professional Services Contract Amendment No. 2 is to suspend contract as permitted under Section 5(b), "Amendments and Changes in Work". Both parties are in mutual agreement to suspend contract due to the impact from COVID-19 and the loss of key employee at Career Path Services.

The attached Professional Services Contract Amendment No. 2 shall commence on October 1, 2020 and expire on December 31, 2020.

Fiscal Impact

There is no fiscal impact.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Professional Services Contract Amendment No. 2 between Career Path Services and the Benton-Franklin Counties Juvenile Justice Center.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Professional Services Contract Amendment No. 2 between Benton-Franklin Counties Juvenile Justice Center and Career Path Services.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 2 BETWEEN CAREER PATH SERVICES AND BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER APPROVED BY BENTON COUNTY RES. NO. 2019 169 AND FRANKLIN COUNTY RES. NO. 2019 048

WHEREAS, Benton Franklin Counties Juvenile Justice Center currently contracts with Career Path Services; and

WHEREAS, the purpose of Professional Services Contract Amendment No. 2 is to utilize Section 5(b) of the contract "Amendments and Changes in Work" whereby both parties are in mutual agreement to suspend contract due to the impact from COVID-19 and the loss of key employee at Career Path Services; and

WHEREAS, the Juvenile Administrator recommends approving Professional Services Contract Amendment No. 2; **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 concur with the Juvenile Administrator's recommendation and approves the Professional Services Contract Amendment No. 2 between Career Path Services and Benton-Franklin Counties Juvenile Justice Center to suspend contract; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Professional Services Contract Amendment No. 2; and

BE IT FURTHER RESOLVED, the term of the Professional Services Contract Amendment No. 2 shall commence on October 1, 2020 and expire on December 31, 2020.

DATED this ____ day of _____ 2020
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2020
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

PROFESSIONAL SERVICES CONTRACT AMENDMENT NO. 2

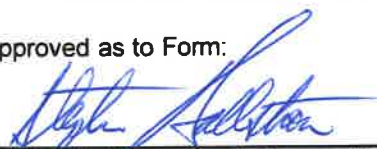
This Contract Amendment No. 2 is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Career Path Services, with their principal offices located at 10 N. Post Street, Suite 200, Spokane, WA 99201 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2019 169 and executed on February 26, 2019 and Franklin County Resolution No. 2019 048 and executed on February 5, 2019 (the "Contract"), the parties agree to amend the Contract as follows:

1. Under Section 5(b) of the Contract ("Amendments and Changes in Work"), both parties are in mutual agreement to suspend contract due to the impact from COVID-19 and the loss of key employee at Career Path Services. Effective October 1, 2020 contract will be suspended until it is safe to resume services as directed by Washington State's Safe Start Plan or the expiration of the contract on 12/31/2020.

Except as expressly provided in this Contract Amendment No. 2, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall be effective on October 1, 2020.

Career Path Services	Benton-Franklin Counties Juvenile Justice Center
 Cami Eakins, _____ Date 8.17.2020	 Darryl Banks, _____ Date 8/24/2020 Juvenile Court Administrator
BENTON COUNTY APPROVAL Approved as to Form: _____  Stephen Hallstrom, Deputy Prosecuting Attorney Date 0828100	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ _____ Civil Deputy Prosecuting Attorney Date
By: _____ Title: <u>Chair, Board of Commissioners</u>	By: _____ Title: <u>Chair, Board of Commissioners</u>
Date: _____	Date: _____
Attest: _____	Attest: _____
Clerk of the Board: _____	Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	4115	Recreation	\$1,000	527.100	1905	Temporary Help	\$31,000
527.100	4131	Security	\$30,000				
TOTAL			\$31,000	TOTAL			\$31,000

Explanation:

LIT is needed to add additional dollars to the Temporary Help line item, as we have had several staff out on sick leave and have been short staffed in Detention.

Prepared by: Date: Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020
Subject:	Amending the Local Solid Waste Financial Assistance Grant Res. 2019-606
Presenter:	N/A
Prepared By:	Blanca Parham
Reviewed By:	Douglas D'Hondt
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

Benton County entered into an agreement with the Washington State Department of Ecology ("Ecology") for the 2019-2021 Local Solid Waste Financial Assistance grant (LSWFA) (Res. 2019-606). Ecology approved a grant to Benton County in the amount of \$248,402.00 for household hazardous waste collection events. The LSWFA reimburses up to 75 percent of the expenditures for the Benton County Solid Waste Program.

Due to the unexpected COVID-19 pandemic starting in March 2020, the County was unable to conduct the amount of household hazardous waste events required in order to fulfill the original agreement.

The Benton County Solid Waste Program is proposing an amendment to the grant agreement with Washington State Department of Ecology in order to allow for unused grant funds to be put towards construction costs associated with the retrofit of a Moderate Risk Waste Facility.

Fiscal Impact

Amount: \$0

Recommendation

The County Engineer recommends that the Board approve the proposed amendment and authorize the Chairman to sign on the Board's behalf.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2019-606 AND APPROVING AMENDMENT NO. 1 BETWEEN THE BENTON COUNTY SOLID WASTE PROGRAM AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY

WHEREAS, Res. 2019-606 approves an agreement between the Benton County Solid Waste Program and the Washington State Department of Ecology (Ecology) for reimbursement of solid waste expenditures through a Local Solid Waste Financial Assistance grant (LSWFA) for the 2019-2021 biennium; and

WHEREAS, the agreement required the County to conduct 3 household hazardous waste events within the 2-year term; and

WHEREAS, due to the unexpected COVID-19 pandemic starting in March 2020, the County was unable to conduct the amount of household hazardous waste events required in order to fulfill the original agreement; and

WHEREAS, funds are needed to cover construction costs for the retrofit of a moderate risk waste facility; and

WHEREAS, Ecology and the Benton County Solid Waste Program have drafted an amendment to the LSWFA agreement that would permit reimbursement of these costs; and

WHEREAS, the drafted amendment has been reviewed and approved as to form by the Prosecuting Attorney's office; and

WHEREAS, the County Engineer recommends that the Board of County Commissioners approve the attached amendment and authorize the Chairman to sign on their behalf; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of County Commissioners hereby approves Amendment No. 1 to the 2019-2021 LSWFA agreement adopted by Res. 2019-606, permitting the reimbursement of funds be expended on construction costs of a moderate risk waste facility; and

BE IT FURTHER RESOLVED, the Board of County Commissioners hereby approves the attached Amendment No. 1 and authorizes the Chairman to sign the same on the Board's behalf.

Dated this 22nd day of September, 2020

Chairman of the Board.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

Blanca Parham

From: Reid Hay
Sent: Friday, September 11, 2020 11:53 AM
To: Blanca Parham
Subject: RE: Ecology Amendment Review

Blanca,

I have reviewed the proposed amendment, and it is approved as to form.

-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting 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: Blanca Parham <Blanca.Parham@co.benton.wa.us>
Sent: Friday, September 11, 2020 10:54 AM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: Ecology Amendment Review

Reid,

There is no signature block on Ecology's attached agreement but we still need you to review it prior to sending it to the commissioner's agenda. We are amending the original agreement because we weren't able to conduct household hazardous waste events this year due to COVID-19. This amendment is so that we can put those funds towards the solid waste facility we are trying to retrofit.

Thank you,

Blanca Parham
Assistant Operations Manager
Benton County Public Works
Phone: 509-786-5611
Email: blanca.parham@co.benton.wa.us



AMENDMENT NO. 1
TO AGREEMENT NO. SWMLSWFA-2019-BeCoSW-00105
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
BENTON COUNTY SOLID WASTE

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and BENTON COUNTY SOLID WASTE (RECIPIENT) for the 2019-21 LSWFA Benton IMP (PROJECT).

RECIPIENT used approximately \$450,000 of local funds to purchase the old Kennewick Road Maintenance Shop to retrofit it into a moderate risk waste facility in September 2016. The RECIPIENT spent \$168,947.26 of a total of \$387,690.67 of the 2015-17 Coordinated Prevention Grant (CPG) hiring a consulting company to retrofit the facility design. The RECIPIENT did not use the 2017-19 LSWFA grant for any costs associated with the construction of the MRW facility as the RECIPIENT wanted to allocate LSWFA grant for the household hazardous waste collection events and business recycling.

Due to unexpected COVID-19 pandemic starting in March 2020, the RECIPIENT is not able to complete a total of two (2) of three (3) household hazardous waste collection events identified in the original agreement.

The purpose of this amendment is to amend the scope of work for Task 1 - "Moderate Risk Waste Collection and Management" to add a new activity and allow the RECIPIENT to use \$173,510.91 of the remaining task budget for the construction costs of a Moderate Risk Facility located in the City of Kennewick in Benton County. The RECIPIENT estimates that the construction costs of the facility could be up to \$1.2 million. The RECIPIENT expects the facility to start construction in November or December of 2020, and to be completed by June 2021, with supplemental local funds.

The total grant of the agreement remains the same.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Project Short Description:

Original:

RECIPIENT will spend \$248,402.00 to collect moderate risk waste (MRW) resulting in 120 tons of MRW collected and recycled or properly managed.

Amended:

RECIPIENT will spend \$248,402.00 to collect moderate risk waste (MRW) from one (1) collection event resulting in 47 tons of MRW collected and recycled or properly managed, and to construct a new MRW facility.

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost:** \$248,402.00

Task Title: MRW Collection and Management

Task Description:

Activity – Collection Events

RECIPIENT has not been able to hold collection events as originally scoped due to the state restrictions surrounding the continuing COVID-19 pandemic. The RECIPIENT may resume the normal scope of work or perform a modified version that complies with the state restrictions. The RECIPIENT may also use the task budget to support a new activity, MRW Facility Construction.

Activity – MRW Facility Construction

Background: In the 2015-17 biennium, The RECIPIENT purchased the old Kennewick Road Maintenance Shop with local funds in 2016 for approximately \$450,000 to retrofit it into a county moderate risk waste (MRW) facility. The RECIPIENT contracted to complete a retrofit design using \$168,947.26 of a \$387,690.67 Coordinated Prevention Grant (CPG). The design was approved by ECOLOGY and Benton-Franklin Health District. The project stalled shortly thereafter. The RECIPIENT restarted the project in 2020 and has estimates of \$1.2 million dollars to complete construction.

New scope: The RECIPIENT intends to use local funds for the project after the task budget is exhausted. Because LSWFA's contribution to this project is roughly 10 percent of the total cost to construct the facility, Ecology proposes to select the costs for reimbursement, targeting tangible, expensive items in order to spend the budget quickly and to provide a short list of outcomes achieved with LSWFA for publication in the end of biennium report.

The RECIPIENT will consult with the Ecology Project Manager prior to submitting for reimbursement or provide a list of costs through email. Ecology will identify costs, such as facility equipment, building materials and installation charges, and notify the recipient to itemize those costs for reimbursement in the Payment Request Progress Report forms. The RECIPIENT is encouraged to submit for reimbursement frequently to expend the budget but not more frequent than monthly. When submitting for reimbursement, payable invoices must include sufficient detail to identify the item, and include dates of costs incurred.

The RECIPIENT must update progress on facility construction in the Progress Report form of each PRPR or at least quarterly if costs are not requested for reimbursement in the same quarter.

The RECIPIENT agrees to participate in a status check-in of progress and expenses with Ecology by mid-February 2021. Parties will discuss progress towards construction and spending and determine budget needs for the remainder of the biennium. Ecology and recipient may immediately terminate the agreement in order to free-up remaining funds for spending by the end of the biennium, if conditions warrant.

The following expenses will not be considered for reimbursement:

- 1) The Recipient staff salaries and benefits for managing MRW facility contracted work.
- 2) Contract management hours.

Reimbursement for costs incurred by contractor(s) or purchased services is subject to the same eligibility and reimbursement requirements as the RECIPIENT.

Task Goal Statement:

The goal of this task is to support the construction of an MRW facility that will offer Benton County residents and businesses an opportunity to properly manage their MRW and protect human health and the environment.

Task Expected Outcome:

The RECIPIENT expects to collect at least 47 tons of HHW from residents for proper management, and for new MRW facility construction to progress towards completion in 2021.

Recipient Task Coordinator: Blanca Parham

Deliverables

Number	Description	Due Date
1.1	Work as described in the Scope of Work for this Agreement is implemented	06/30/2021

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/01/2019.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

BENTON COUNTY SOLID WASTE

By: _____

Laurie Davies

Date

Solid Waste Management
Program Manager

By: Blanca Parham 9/14/2020

Blanca Parham

Date

Assistant Operations Manager

Jim Beaver

Chairman of the Board

Date

Template Approved to Form by
Attorney General's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020		
Subject:	Forgiving the loan to ER&R from the Capital Improvement Fund		
Presenter:			
Prepared By:	Robert Blain		
Reviewed By:	Robert Blain		
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

In January 2015 the ER&R began construction of a new vehicle maintenance facility on Wiser Parkway in Kennewick. The ER&R fund did not have the resources to fund the construction internally so it was agreed that the County Capital Improvement Fund would be used to construct the facility and that the ER&R fund would repay the costs of construction over time.

In 2016, the Board approved Resolution 2016-551 establishing a repayment plan from ER&R Fund to Capital Improvement Fund in the amount of \$3,062,335.06, the total amount used to finance the Kennewick Shop Building.

ER&R includes the repayment costs in the overhead calculations of operating the shop. This cost is divided into the mechanic's billable time which is then paid for through vehicle rates or direct billings of other departments.

Staff has reviewed the loan and the repayment process and has determined it is in the best interest of the County to forgive the loan to ER&R from the Capital Improvement Fund.

The current balance of the loan is \$2,472,052.20

Fiscal Impact

No impact on County Wide finances

Recommendation

Staff recommends the Board approve forgiving the loan between ER&R and the Capital Improvement Fund.

Suggested Motion

Approve as part of the consent agenda

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF FORGIVING THE LOAN TO THE ER&R FUND 0501101 FROM THE CAPITAL IMPROVEMENT FUND 0305101

WHEREAS, in 2015, the County built a new vehicle and road maintenance facility located at 102808 Wiser Parkway, Kennewick; and

WHEREAS, the Equipment Rental and Revolving Fund (ER&R Fund) did not have the resources to directly fund the cost of construction, therefore, the County's Capital Improvement Fund paid all expenses related thereto in a principal amount of \$3,062,335.86; and

WHEREAS, ER&R includes the repayment costs of the loan in the overhead calculations of operating the shop and this cost is divided into the mechanic's billable time which is then paid by other departments; and

WHEREAS, Staff has reviewed the loan and the repayment process and has determined it is in the best interest of the County to forgive the loan to the ER&R Fund from the Capital Improvement Fund; and

WHEREAS, it is an appropriate use of the Capital Improvement Fund to fund the construction of Benton County Facilities; and

WHEREAS, the current balance of the loan is \$2,472,052.20; **NOW THEREFORE**

BE IT RESOLVED the loan from the Capital Improvement Fund 0305101 to the ER&R Fund 0501101 with a remaining balance of \$2,472,052.20 is forgiven effective July 31, 2020.

Dated this 22nd day of September 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020
Subject:	Purchase of guardrail from Coral Sales Company utilizing State Contract No. 00118
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Doug D'Hondt
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

The Benton County Public Works Department needs to purchase guardrail, terminals, cable and components to replace guardrail and guardrail components that become damaged. Guardrail, terminals, cable and components can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 00118 from Coral Sales Company.

Fiscal Impact

Amount: Not to exceed \$40,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of guardrail, terminals, cable and components from Coral Sales Company utilizing Washington State Contract No. 00118 from October 1, 2020 through September 30, 2022 at or below the current state contract rate, in an amount not to exceed \$40,000.00 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 THE PURCHASE OF GUARDRAIL, TERMINALS, CABLE AND COMPONENTS UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 00118 FROM CORAL SALES COMPANY, PORTLAND, OREGON

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, the Benton County Public Works Department needs to purchase guardrail, terminals, cable and components to replace guardrail and guardrail components that become damaged; and

WHEREAS, guardrail, terminals, cable and components are listed on Contract 00118 and are available from Coral Sales Company, Portland, Oregon; and

WHEREAS, the County Engineer recommends the approval of the purchase of guardrail, terminals, cable and components utilizing the Master Contract Usage Agreement-Contract No. 00118; NOW, THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners concurs with the recommendation of the County Engineer and authorizes the Public Works Department to purchase guardrail, terminals, cable and components from Coral Sales Company, Portland, Oregon utilizing the Washington State Master Contract Usage Agreement-Contract No. 00118 from October 1, 2020 through September 30, 2022, at or below the current state contract rate in an amount not to exceed \$40,000.00 including WSST.

Dated this 22nd day of September, 2020.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020		
Subject:	Execution of On-Call Right-of-Way Services contract with Epic Land Solutions, Inc.		
Presenter:			
Prepared By:	Shannon Christen		
Reviewed By:	Doug D'Hondt		
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed:		
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion	
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution	
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance	
	☐ Sign Letter/Document	☒ Execute Contract	

Summary / Background Information

The Public Works Department anticipates a need for right-of-way services and wishes to obtain the on-call services of a consultant. A Request for Qualifications was solicited with four firms responding. Epic Land Solutions, Inc. from Spokane, WA was selected, and a contract was negotiated by the County Engineer.

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

Fiscal Impact

Amount: Not to exceed \$200,000.00 including WSST

Fund: Road Fund (0101-101)

Recommendation

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

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT FOR ON-CALL RIGHT-OF-WAY SERVICES WITH EPIC LAND SOLUTIONS, INC. OF SPOKANE, WASHINGTON

WHEREAS, the Public Works Department anticipates a need for right-of-way services and wishes to obtain the on-call services of a consultant; and

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

WHEREAS, the Department has negotiated with Epic Land Solutions, Inc. of Spokane, Washington to provide as-needed right-of-way services; and

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

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

BE IT RESOLVED the Board of Benton County Commissioners concurs with the County Engineer's recommendation and the Personal Services Contract with Epic Land Solutions, Inc. of Spokane, Washington to provide on-call right-of-way services in an amount not to exceed \$200,000.00, including applicable taxes, is hereby approved; and the Board of County Commissioners is hereby authorized to sign said Contract; and

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

Dated this 22nd day of September 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**BENTON COUNTY
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **EPIC LAND SOLUTIONS, INC.**, a corporation organized under the laws of the State of California with its principal offices at 2601 Airport Drive, Suite 115, Torrance, CA 90505 (hereinafter "CONSULTANT").

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

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the attached Exhibit A – Billing Rates.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

- a. The CONSULTANT shall provide on-call right-of-way task services. Services shall include, but not be limited to, appraisal, acquisition/negotiations, deed preparation, legal descriptions, condemnation, relocation assistance and access management.
- b. When a specific project is identified, individual task assignments are authorized by the Contract Representatives in Section 4 below based upon a "not to exceed" amount using Exhibit A – Billing Rates, which is attached hereto and incorporated by reference. These task assignments will terminate when the task budget is exhausted, or the task time frame has expired.
- c. The CONSULTANT shall provide detailed reports for completed work. Reports shall be provided to Benton County to review before final submission. Final versions of all work shall also be provided in electronic format. Reports shall be provided in Microsoft Word and/or Excel as appropriate.
- d. All work shall be done in accordance with the standards and specifications of Benton County, the Washington State Department of Transportation, the Federal Highway Administration and Washington State Law as applicable.
- e. All services will comply with the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and the Washington State Department of Transportation (WSDOT) Local Agency Guidelines.

- f. The CONSULTANT agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- g. The CONSULTANT shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- h. The CONSULTANT shall confer with the COUNTY from time to time during the progress of the work. The CONSULTANT shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONSULTANT:

Name: Dianna Nausley-McKeon, Project Manager
Address: P. O. Box 1726
900 Jefferson Street SE
Olympia, WA 98507
Phone: 360-350-4786
Email: dnausleymckeon@epicland.com

b. For COUNTY:

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

5. COMPENSATION

- a. For the services performed under this Contract, the CONSULTANT shall be paid at the rates set forth in Exhibit A, Billing Rates, which is attached hereto and incorporated herein by reference. The billing rates provided include the WSDOT approved overhead rate and are suitable for state and federally funded projects and therefore, are subject to recalculation at the beginning of each calendar year.
- b. The maximum total amount payable by the COUNTY to the CONSULTANT under this Contract shall not exceed Two Hundred Thousand Dollars (\$200,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONSULTANT, except for work identified and set forth in this Contract.

- d. The CONSULTANT may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONSULTANT performed work for the COUNTY during the billing period. The COUNTY shall pay the CONSULTANT for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONSULTANT shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONSULTANT has failed to perform any substantial obligation to be performed by the CONSULTANT under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONSULTANT, withhold any and all monies due and payable to the CONSULTANT, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONSULTANT will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONSULTANT shall hold harmless, and indemnify the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reimbursement of reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, to the extent caused in whole or in part by negligence of the CONSULTANT or its subconsultants in connection with their work under this contract.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONSULTANT, any subconsultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages,

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

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

8. INSURANCE

The CONSULTANT shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONSULTANT'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONSULTANT'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONSULTANT'S insurance policies.
2. The CONSULTANT'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONSULTANT maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONSULTANT.**
7. The CONSULTANT shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONSULTANT is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONSULTANT hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONSULTANT to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONSULTANT enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONSULTANT under this Contract are expressly conditioned upon CONSULTANT'S strict compliance with all insurance requirements. Payment to CONSULTANT may be suspended in the event of non-compliance. Upon receipt

of evidence of CONSULTANT'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONSULTANT.

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

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

1. All insurance to be maintained by the CONSULTANT, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONSULTANT's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONSULTANT or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONSULTANT. In that event, the COUNTY shall pay the CONSULTANT for all costs incurred by the CONSULTANT in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONSULTANT. After the effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONSULTANT

- a. The CONSULTANT'S services shall be furnished by the CONSULTANT as an independent CONSULTANT and not as an agent, employee, or servant of the COUNTY. The CONSULTANT specifically has the right to direct and control CONSULTANT'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONSULTANT acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONSULTANT, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONSULTANT shall have and maintain complete responsibility and control over all its subconsultants, employees, agents, and representatives. No subconsultant, employee, agent, or representative of the CONSULTANT shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

- d. The CONSULTANT shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONSULTANT agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONSULTANT for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONSULTANT harmless therefrom to the extent such use is not agreed to in writing by the CONSULTANT.
- b. All design work done by the CONSULTANT shall be done on AutoCAD Civil 3D 2019 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONSULTANT, the record drawings from the CONSULTANT shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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

28. RISK ALLOCATION

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

(This section left blank intentionally)

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

Dated: _____

Dated: 9/4/2020

FOR: BENTON COUNTY

FOR: EPIC LAND SOLUTIONS, INC.

Chairman

Karen Starr
Signature

Member

President
Title:

Member

KAREN STARR
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Reid Hay
Reid Hay, Civil Deputy Prosecuting Attorney

EXHIBIT A
Billing Rates



Client: Benton County
Agency: Text
Project: On-Call
Scope of Services: Text
Date submitted: August 12, 2020

Fringe		G&A
0		0
OH		Profit
1.6159		0.25

Name	Staff Function	Direct Labor	Fringe	OH	G&A	Profit	Fully-Loaded Rate
Karen Starr	Principal In Charge	\$ 81.73	\$0.00	\$ 132.07	\$ -	\$ 20.43	\$ 234.23
Dianna Nausley	Advisory Manager	\$ 68.86	\$0.00	\$ 111.27	\$ -	\$ 17.22	\$ 197.35
TBD	Project Manager	\$ 59.55	\$0.00	\$ 96.23	\$ -	\$ 14.89	\$ 170.66
Kimberly Merritt	Assistant Project Manager	\$ 47.04	\$0.00	\$ 76.01	\$ -	\$ 11.76	\$ 134.81
Elizabeth Johnson	Senior ROW Agent	\$ 46.80	\$0.00	\$ 75.62	\$ -	\$ 11.70	\$ 134.12
Ellis Heindselman	ROW Agent	\$ 31.53	\$0.00	\$ 50.95	\$ -	\$ 7.88	\$ 90.36
BJ Swanner	ROW Development Manager	\$ 56.10	\$0.00	\$ 90.65	\$ -	\$ 14.03	\$ 160.78
Kelsey Kaszas	Assistant ROW Development Manager	\$ 38.25	\$0.00	\$ 61.81	\$ -	\$ 9.56	\$ 109.62
Steve Fox	Appraisal Manager	\$ 84.16	\$0.00	\$ 135.99	\$ -	\$ 21.04	\$ 241.19
John Arney	Senior Appraiser	\$ 55.08	\$0.00	\$ 89.00	\$ -	\$ 13.77	\$ 157.85
TBD	Appraiser	\$ 47.29	\$0.00	\$ 76.42	\$ -	\$ 11.82	\$ 135.53
Abigail Lopez	Budget & Financial Controls	\$ 49.17	\$0.00	\$ 79.45	\$ -	\$ 12.29	\$ 140.92
Colleen Hayes	Contract Manager	\$ 41.82	\$0.00	\$ 67.58	\$ -	\$ 10.46	\$ 119.85
Julie Neibauer	Project Support	\$ 41.82	\$0.00	\$ 67.58	\$ -	\$ 10.46	\$ 119.85
TBD	QA/QC	\$ 58.66	\$0.00	\$ 94.79	\$ -	\$ 14.67	\$ 168.11

The rates above reflect the direct salary rates for individuals that are currently anticipated to participate in work under this contract. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year.

Staff billing rates provided include the Washington Department of Transportation (WSDOT) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects.

If the NTP is received after 120 days from this proposal, fees and billing rates may require revision.

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Online Data Services	At Cost
Outside Services (Vendors & Subconsultants)	At Cost

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020
Subject:	Purchase of Fifteen (15) Radars from Kustom Signals, Inc.
Presenter:	Jon Law, Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

With the addition of new deputies funded through the Public Safety Tax, BCSO has identified the need to purchase additional speed measuring devices for patrol vehicles. The purchase of these devices, which will be installed into patrol vehicles, will assist in traffic safety and speed enforcement

The Benton County Sheriff's Office received and reviewed a quote from Kustom Signals, Inc attached hereto as Exhibit B for a total amount of \$28,035.00 plus any applicable W.S.S.T, based on the NASPO Contract No. 00218 for 15 Radars (Raptor RP-1, Dual Ka-Band Antenna, Directional & Same Lane Mode / VSS cable standard) for patrol deputies to utilize.

Fiscal Impact

Amount: \$28,035.00 plus any applicable W.S.S.T

Fund: 0000101.121 – Current Expense

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Kustom Signals, Inc. for a total amount of \$28,035.00 plus any applicable W.S.S.T and authorize the Chairman of the Board to sign said Agreement.

Suggested Motion

Approve as part of Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF RADAR EQUIPMENT FROM KUSTOM SIGNALS, INC UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICE NASPO (FORMALLY WSAC) CONTRACT NO. 00218 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, with the addition of new deputies funded through the Public Safety Tax, BCSO has identified the need to purchase additional speed measuring devices for patrol vehicles. The purchase of these devices, which will be installed into patrol vehicles, will assist in traffic safety and speed enforcement; **AND**

WHEREAS, The Benton County Sheriff's Office received and reviewed a quote from Kustom Signals, Inc attached hereto as Exhibit B for a total amount of \$28,035.00 plus any applicable W.S.S.T, based on the NASPO Contract No. 00218 for 15 Radars (Raptor RP-1, Dual Ka-Band Antenna, Directional & Same Lane Mode / VSS cable standard) for patrol deputies to utilize; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and authorizes the purchase of communication equipment for the Benton County Sheriff's Office from Kustom Signals, Inc. utilizing the Washington State Department of Enterprise Services NASPO Contract No. 00218 in the amount of \$28,035.00 plus any applicable W.S.S.T; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Purchase Agreement between Benton County and Kustom Signals, Inc. in the amount of \$28,035.00 plus any applicable W.S.S.T.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington

PURCHASE 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: Kustom Signals, Inc.

Vendor Code:

Vendor Contact: Robin Jess

Vendor Contact I(800) 458-7866

Vendor Principal Place of Business: 9652 Loiret Blvd Lenexa, KS 66219

Ship To:

Benton County Sheriff's Office
7122 W. Okanogan Pl. Bldg. A
Kennewick, WA 99336

Bill To:

Benton County Sheriff's Office
7122 W. Okanogan Pl. Bldg. A
Kennewick, WA 99336

AGREEMENT:

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

P.O. Date: 8/25/2020

Delivery Date: 10/9/2020

Line	Description	Qty	Unit Price	Total Price
1	Exhibit B - Kustom Signals Quote #-236962041733MT	15	1,869.00	28,035.00

The term of this Agreement shall be 3 months from the date of execution.
Payment is due by the County to Vendor after receipt of equipment and within
thirty (30) days of invoice date.

SUB TOTAL =	\$	28,035.00
8.60% SALES TAX =		2,411.01
TOTAL ORDER =	\$	30,446.01

This Purchase Agreement incorporates by reference all terms and conditions of
NASPO ValuePoint Agreement #00218 (attached hereto as Exhibit A), Motorola
Solutions quote #-236962041733MT (Exhibit B) and Products Price Schedule
(attached hereto as Exhibit C).

Questions and Clarifications should be
addressed to the Buyer Contact:

Contact: Jon Law

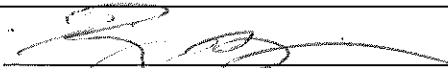
Vendor's signature on this purchase agreement certifies acceptance of this
agreement and all terms and conditions, and supersedes any conflicted terms.

In case of conflict, the order of precedence is:

1. Exhibit A - The NASPO ValuePoint Agreement #00218
2. Exhibit B - Kustom Signals Quote #-236962041733MT
3. Exhibit E - Products Price Schedule;
4. This Purchase Agreement

Address: 7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
Phone: (509) 735-6555 Ext. 3802
Email jon.law@co.benton.wa.us

Approved as to Form ..
(Deputy Prosecutor):


Ryan J. Lukson, Civil DPA

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

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this 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 shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Chris Abel Title: President Date: 9/2/2020

Vendor Signature: 

Chairman

Benton County

Board of Commissioners: _____ Date: _____

James Beaver, Chairman

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00218

POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

KUSTOM SIGNALS, INC.

Dated February 20, 2019

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00218

POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES

This Cooperative Purchasing Master Agreement ("Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Kustom Signals, a Kansas Corporation ("Contractor") and is dated and effective as of February 20, 2019.

RECITALS

- A.** Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B.** The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.
- D.** Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.

- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Request For Proposal (RFP) No. 00218 dated November 19, 2018, 2018 regarding Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories ("Police Radar/Lidar Products"). Twelve states indicated an intent to utilize the resulting cooperative purchasing master agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, South Carolina, California, and Oklahoma evaluated all responses to the RFP and identified Contractor as an Apparent Successful Offeror.
- G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Master Agreement is to enable Participating or Purchasing Entities to purchase Police Radar/Lidar Products as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement is twenty-four (24) months, commencing February 20, 2019 and ending February 19, 2021; *Provided, however*, that this Master Agreement may be extended for an additional thirty-six (36) months by mutual agreement between Enterprise Services and Contractor. Such extension, however, must be agreed to no later than one hundred and eighty (180) days prior to the end of the twenty-four (24) month term. Such extension shall be on the same terms and conditions as set forth in this Master Agreement. Such extension is further conditioned on the requirement that Contractor shall not be in breach of this Master Agreement or suspended for any reason.
2. **PARTICIPANTS AND SCOPE.** This Master Agreement may be utilized under the following conditions:
 - 2.1. **PARTICIPATING ENTITIES.** Contractor may not sell Police Radar/Lidar Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Master Agreement 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, and defaults on Orders.
 - 2.2. **PURCHASING ENTITIES.** Purchasing Entity means a state (as well as the District of Columbia and U.S territories), 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, that issues a Purchase Order or other commitment document against the Master Agreement and becomes financially committed to the purchase.
 - 2.3. **PARTICIPATING ADDENDUM.** 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. States or other entities permitted to participate may use an informal competitive or other process to determine which Master

Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are 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 databases.

- 2.4. PURCHASING ENTITY RIGHTS. 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. Contractor will apply the charges and invoice each Participating Entity individually.
- 2.5. PARTICIPATING ADDENDUM CHANGES. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between Enterprise Services and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; subsection 10.5, Confidentiality of Detailed Sales Data and Participating Addenda; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- 2.6. PARTICIPATING ADDENDUM APPROVAL. 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. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 2.7. RESALE. Resale means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prevent sales of Police Radar/Lidar Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

3. SCOPE – INCLUDED GOODS AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Master Agreement, Contractor is authorized to sell only those Police Radar/Lidar Products and set forth in *Exhibit A – Included Police Radar/Lidar Products* for the prices set forth in *Exhibit B – Police Radar/Lidar Products Prices*. Contractor shall not represent to any Participating or Purchasing Entity under this Master Agreement

that Contractor has contractual authority to sell any Police Radar/Lidar Products beyond those set forth in *Exhibit A – Included Police Radar/Lidar Products*.

- 3.2. **ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT.** Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Police Radar/Lidar Products included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.
- 3.3. **ECONOMIC ADJUSTMENT.** In the event that Enterprise Services and Contractor timely agree to extend the term of this Master Agreement as set forth in Section 1, the Police Radar/Lidar Product prices set forth herein (which are subject to a percentage discount) may be adjusted, annually, to account for changes in the producer price index. Beginning twenty-four (24) months after the effective date of this Master Agreement and for every annual anniversary thereafter, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Agreement commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of November 1st each year. Prices shall be adjusted on December 1st each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Agreement will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

PPI Name	Series ID
Metals and metal products	WPU10
Transportation of freight	WPU3012
Plastic resin and materials	WPU066

The PPI adjustment shall be weighted equally between the above three indices.

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to a Purchasing or Participating Entity during the term of this Master Agreement, Contractor guarantees to provide the Police Radar/Lidar Products at no greater than the prices set forth in *Exhibit B – Police Radar/Lidar Products Prices* (subject to economic adjustment as set forth herein). Notwithstanding any provision to the contrary, Contractor is authorized to provide volume discounts to any Purchasing or Participating Entity during the term of this Master Agreement.
- 3.5. **PRICE PROTECTION.** During the term of this Master Agreement, in the event of any price decreases at the product manufacturer's level or cost reductions for Police Radar/Lidar Products, Contractor shall notify Enterprise Services within fifteen (15) business days and

adjust Police Radar/Lidar Products pricing retroactive to the date of the price decline or cost reduction provided by manufacturer.

- 3.6. **MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to eligible The Participating Entity.
- 3.7. **RESALE.** Purchasing Entities may not resell Police Radar/Lidar Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for Products; sales of Police Radar/Lidar Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. For purposes of this provision, resell means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services.

4. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any order is placed pursuant to this Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and all Participating States, that Contractor possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington and all Participating States.
- 4.2. **PRODUCT MANUFACTURER AUTHORIZATION.** Contractor represents and warrants that, if Contractor is not the product manufacturer of the Police Radar/Lidar Product, Contractor is a distributor, dealer, or service representative authorized by such product manufacturer to sell such product manufacturer's Police Radar/Lidar Products.
- 4.3. **CONFORMING PRODUCT LIST.** Contractor represents and warrants that each and all of Contractor's Police Radar/Lidar Products offered pursuant to this Master Agreement (and set forth on Exhibit A) are on the Conforming Products List (CPL) dated August 15, 2018 or, if updated, the most current version of the CPL.
- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Police Radar/Lidar Products sold pursuant to this Master Agreement shall be merchantable, shall conform to this Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Participating or Purchasing Entity) any goods whose nonconformance is discovered and

made known to the Contractor. If, in Participating or Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, 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.

- 4.6. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.7. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Agreement for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Participating or Purchasing Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any agreement entered into pursuant to the Master Agreement.
- 4.8. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.9. SUBCONTRACTORS. Contractor represents and warrants that is shall incorporate all obligations and understandings of the Master Agreement into any subcontract and require such obligations and understandings flow down to all subcontractors of any tier.
- 4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited

to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to The Participating Entity' employees.

- 4.11. **MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Participating Entity are endorsing Contractor's goods and/or services or suggesting that such goods are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.
- 4.12. **MASTER AGREEMENT TRANSITION.** Contractor represents and warrants that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER AGREEMENT – PURCHASES.

- 5.1. **ORDERING REQUIREMENTS.** Eligible Purchasers (any Purchasing Entity authorized by a Participating Entity) shall order Police Radar/Lidar Products from this Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order").
- (a) All order documents must, at a minimum, reference
 - the Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
 - (b) Purchasing Entity may define project-specific requirements and informally compete the requirements among companies having a Master Agreement on an "as needed" basis. This procedure also may 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 Participating 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) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating

Entity's purchasing office, or to such other individual identified in writing in the Order.

- (d) 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 thereafter.
- (e) Notwithstanding the expiration, cancellation 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, cancellation, 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.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of Police Radar/Lidar Products will be made as required by this Master Contract, the Purchase Order used by Purchasing Entities, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.
- (b) 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 Purchasing Entity 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.
- (c) 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 Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

- (d) 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 Purchasing Entity's Purchase Order number.
- (e) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Agreement shall be identified by the Master Agreement number set forth on the cover of this Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (f) Purchasing Entities may return unopened or unused (non-specialty) Police Radar/Lidar Products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Police Radar/Lidar Products that are returned.
- (g) The prices are the delivered price of the Police Radar/Lidar Products to any Purchasing Entity, including all packing and/or crating charges. 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 Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- (h) 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 Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- (i) All Police Radar/Lidar Products must be delivered in the manufacturer's standard package. Shipping packages/containers shall be of durable construction, good condition, properly labeled and suitable in every respect for shipping and handling of the contents. Each shipping package/container shall be marked with the included applicable Police Radar/Lidar Products, quantity, Master Agreement number, and the Purchasing Entity's Purchase Order number.
- (j) Contractor shall use commercially reasonable efforts to offer product packaging with recycled content and made of recyclable material.

5.3. RECEIPT AND INSPECTION. Police Radar/Lidar Products purchased under this Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Purchasing Entity reserves the right to reject and refuse acceptance of goods that are not in accordance with this Master Agreement and Purchaser's Purchase

Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the Police Radar/Lidar Products at the time of delivery, Purchasing Entity promptly will notify Contractor. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged Police Radar/Lidar Products or, at Purchasing Entity's option, Purchasing Entity may note any damage to the Police Radar/Lidar Products on the receiving report, decline acceptance, and deduct the cost of rejected goods from final payment. Payment for any Police Radar/Lidar Products under such Purchase Order shall not be deemed acceptance of the Police Radar/Lidar Products.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Police Radar/Lidar Products are put to use. Acceptance of such Police Radar/Lidar Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Police Radar/Lidar Products rejected and returned, or for which Acceptance is revoked.
- (b) If any Police/Radar Lidar Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Police/Radar Lidar Product in conformity with the specifications.
- (c) The warranty period shall begin upon Acceptance.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.

6. QUALITY ASSURANCE.

- 6.1. NEW & CURRENT. All Police Radar/Lidar Products sold by Contractor pursuant to this Master Agreement shall be new, unused, and latest model or design of the manufacturer's product. All Police Radar/Lidar Products shall meet or exceed applicable governmental requirements, standards, specifications, practices, and/or procedures.
- 6.2. MINIMUM PRODUCT SERVICE LIFE. All Police Radar/Lidar Products shall have a minimum product service life of five (5) years from date of receipt by Purchasing Entity. Contractor guarantees replacement parts availability to Purchasing Entity for such minimum product service life. Contractor shall stock or have immediate access to replacement parts.
- 6.3. WARRANTY REQUIREMENTS. Contractor shall warrant all Police Radar/Lidar Products (full parts and labor) for a minimum of one (1) year after receipt of Police Radar/Lidar Products by Purchasing Entity. Contractor guarantees complete repair or replacement of any Police Radar/Lidar Product, or part thereof, that fails in operation during normal and proper use within one (1) year from date of Purchasing Entity's receipt due to defects in design,

material, or workmanship. Any warranty replacement or repair shall be at no cost to Purchasing Entity. The cost to install replacement parts, including shipping and delivery shall be paid by Contractor during the warranty period.

- 6.4. **PRODUCT MANUALS.** Contractor shall provide Purchasing Entity, free of charge, with operating manuals, installation manuals, and service manuals pertaining to the Police Radar/Lidar Products.

7. INVOICING & PAYMENT.

- 7.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 00218
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - (c) Contractor's Federal Tax Identification Number
 - (d) Date(s) of delivery
 - (e) Invoice amount; and
 - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Agreement prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 7.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 7.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Participating or Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 7.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any Police Radar/Lidar Products furnished by Contractor pursuant to this Master Agreement.
- 7.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 7.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement. Failure to do so shall constitute breach of this Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington or any applicable taxing jurisdiction on purchased Police Radar/Lidar Products. Contractor, however, shall not make any charge for federal excise taxes and Purchasing Entity agrees to furnish Contractor with an exemption certificate where appropriate.

8. CONTRACT MANAGEMENT.

- 8.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Agreement. Washington State contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Richard Worthy
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7932
Email: Richard.worthy@des.wa.gov

Contractor

Attn: Robin Jess
Kustom Signals
9652 Loiret Blvd
Lenexa, KS 66219
Tel: (800) 458-7866
Email: rjess@kustomsignals.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 8.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Participating or Purchasing Entity issues pertaining to this Master Agreement.
- 8.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Robin Jess
Kustom Signals
9652 Loiret Blvd
Lenexa, KS 66219
Email: rjess@kustomsignals.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

9. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

- 9.1. **NASPO VALUEPOINT ADMINISTRATIVE FEE.** 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 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.

- 9.2. PARTICIPATING STATE ADMINISTRATIVE FEES. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. 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 set forth above 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.

10. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS. In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.

- 10.1. SUMMARY SALES DATA. 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).
- 10.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating 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; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services 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 Exhibit A.
- 10.3. NASPO VALUEPOINT EXECUTIVE SUMMARY. 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.

- 10.4. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services 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.
- 10.5. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise 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. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

11. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 11.1. **NASPO VALUEPOINT COOPERATIVE PROGRAM.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 11.2. **LOGOS.** NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 11.3. **ANNUAL CONTRACT REVIEW.** Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

12 RECORDS RETENTION & AUDITS.

- 12.1 **RECORDS RETENTION.** 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 retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2 **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced the Purchasing Entity and

that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, 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 six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 12.3 OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participating Entity or Purchasing Entity, Contractor shall reimburse the Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records.

13 INSURANCE.

- 13.1 REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 13.2 WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any Purchasing Entity's rights to collect from Contractor that Purchasing Entity may have under applicable law. In addition, Contractor waives any statutory immunity to the extent it is required to indemnify, defend, and hold harmless the State of Washington, or any Participating Entity and its agencies, officials, agents, or employees.
- 13.3 INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to the Enterprise Services 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 for written notice of cancellation shall be delivered in accordance with the policy provisions, 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, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

14 PUBLIC INFORMATION.

- 14.1 This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

15 DEFAULTS AND REMEDIES

- 15.1 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Agreement, until such obligations have been fulfilled.
- 15.2 DEFAULT. Each of the following events shall constitute default of this Master Agreement by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Agreement;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 15.3 REMEDIES FOR DEFAULT.
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Agreement price and the replacement or cover price as well as any administrative and/or transaction costs

directly related to such replacement procurement – e.g., the cost of the competitive procurement.

- (c) Unless otherwise 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 this Master Agreement shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

15.4 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Participating Entity be liable to the other for exemplary or punitive damages.

15.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

16 INDEMNIFICATION.

- 16.1 Contractor shall defend, indemnify, and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Enterprise Services, 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 third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible 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.
- 16.2 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 and employees ("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") of another person or entity.

(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.

17 GENERAL PROVISIONS.

17.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Agreement.

17.2 FORCE MAJEURE. Neither party to this Master Agreement or Orders thereunder shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control which said party provides written notice of within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Master Agreement if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this

Master Agreement for more than thirty (30) days.

- 17.3 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 17.4 INTEGRATED AGREEMENT. This Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 17.6 AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.8 ASSIGNMENT. Contractor may not assign its rights under this Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Agreement notwithstanding any prior assignment of its rights.
- 17.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.10 PUBLIC INFORMATION. This Master Agreement and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 17.11 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, 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 in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Participating Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Participating Entity's state.
- 17.12 FEDERAL FUNDS. To the extent that any Participating Entity or Purchasing Entity uses federal

funds to purchase Police Radar/Lidar Products pursuant to this Master Agreement, such Participating Entity or Purchasing Entity shall propose for Contractor's consideration, with its order, any applicable requirement or certification that must be satisfied by Contractor. If agreeable to Contractor, such conditions may be added to the Purchase Order.

- 17.13 SEVERABILITY. If any provision of this Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Agreement, and to this end, the provisions of this Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement.
- 17.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement, nor shall any purported oral modification or rescission of this Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision. Similarly, failure of any Participating Entity or Purchasing Entity to insist upon the strict performance of any of the terms and conditions of any Participating Addendum or Purchasing Order, or failure to exercise any rights or remedies provided therein or by law, or to notify Contractor in the event of breach, shall not release Contractor of any of its obligations under such Participating Addendum or Purchasing Order, nor shall any purported oral modification or rescission of such by either party operate as a waiver of any such terms thereof.
- 17.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement shall survive and remain in effect following the expiration or termination of this Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that 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 Participating Entity's State.
- 17.18 SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum 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 Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

- 17.19 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.20 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party hereto and its counsel has reviewed and revised this Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Agreement. Each term and provision of this Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.
- 17.21 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.
- 17.22 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.
- 17.23 CAPTIONS & Headings. The captions and headings in this Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement nor the meaning of any provisions hereof.
- 17.24 ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.
- 17.25 COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

KUSTOM SIGNALS,
a Kansas Corporation

By: 
Corinna Cooper
Its: Acting Statewide Goods & Services
Procurement Manager

By: 
Chris Abel
Its: President

INCLUDED POLICE RADAR/LIDAR PRODUCTS

Category A Speed Enforcement Systems
Description
Eagle II
Golden Eagle II
Directional Golden Eagle II
Falcon HR
Talon II
Directional Talon
Raptor RP-1
Eagle 3
LaserCam 4
ProLaser III
ProLaser 4
Pro-Lite +

Category B Speed Advisory Systems
Trailer Mounted Advisory Systems
Description
PMD 475 18" 2-digit dual display with 20" x 30" Graphical Message Sign, 120 VAC
PMD 450 18" 2-digit display, 120 VAC
PMD 400 12" 2-digit display, 120 VAC
PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC
PMD 350 18" 2-digit display, 120 VAC
PMD 275 12" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC
PMD 250 12" 2-digit display, 120 VAC
PMD 10
PMD 12
SMART VMS Model I changeable message sign with Kustom directional radar, 48" x 96" Full Matrix LED display, 2x 6VDC batteries, AC charger, electro-hydraulic mast, screw jacks and white paint.
SMART VMS Model II changeable message sign with Kustom directional radar, 48" x 76" Full Matrix LED display, 2x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, and white paint.
SMART VMS Model III changeable message sign with Kustom directional radar, 34" x 71" Full Matrix LED display, 2x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, and white paint.
SMART VMS Model HT bundle includes changeable message sign with Kustom directional radar, 48" x 76" Full Matrix LED display, 6x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, 80 W solar, Wi-Fi modem for local wireless access, and white paint.
SMART 800 (18" Fixed Display, Fold Down Speed Limit Sign)

SMART 850 (18" Fold-Down Display & Speed Limit Sign)
SMART 650 RADAR trailer with 12" fixed display, fold down speed sign
SMART 510 (12" display on 2-wheel dolly)
SMART 500 (12" display on 2-wheeler w/battery)
Stealthstat with TSC and Flashcard

Category D Parts & Accessories
Description
Eagle II Carrying Case (CRS 287)
Eagle II Separation Kit (CRS 62)
Eagle II Kustom Signals Video Interface (CRS 60)
Eagle II Radar/Video ASCII Interface (CRS 179)
Golden Eagle II Carrying Case (CRS 287)
Golden Eagle II Separation Kit (CRS 61)
Golden Eagle II Kustom Signals Video Interface (CRS 60)
Golden Eagle II Radar/Video ASCII Interface (CRS 179)
Directional Golden Eagle Carrying Case (CRS 287)
Directional Golden Eagle Separation Kit (CRS 61)
Directional Golden Eagle Kustom Signals Video Interface (CRS 60)
Directional Golden Eagle Radar/Video ASCII Interface (CRS 179)
Falcon HR Coiled Cord Upgrade (CRS 1647)
Falcon HR Battery Handle with Charger (CRS 1623)
Falcon HR Carrying Case (CRS 7031)
Falcon HR Kustom Signals Video Interface (CRS 1701)
Talon II Coiled Cord Upgrade (CRS 1647)
Talon II Battery Handle with Charger (CRS 1623)
Talon II Carrying Case (CRS 1629)
Talon II Kustom Signals Video Interface (CRS 1701)
Talon II Fastest Vehicle Option (CRS 1620)
Talon II Same Direction Option M/S Only (CRS 1621)
Directional Talon II Coiled Cord Upgrade (CRS 1647)
Directional Talon II Battery Handle with Charger (CRS 1623)
Directional Talon II Carrying Case (CRS 1629)
Directional Talon II Kustom Signals Video Interface (CRS 1701)
Directional Talon II Fastest Vehicle Option (CRS 1620)
Directional Talon II Same Direction Option M/S Only (CRS 1621)
Raptor Carrying Case (CRS 845)
Raptor Separation Kit (CRS 842)
Raptor Kustom Signals Video Interface (CRS 829, 840 or 841)
Raptor Motorcycle Kit (CRS 843)
Raptor Motorcycle Doppler Audio Amp Kit w/ Speaker (CRS 853)
ProLaser III Coiled Cord (CRS 733)
ProLaser III Motorcycle Holster (CRS 1730)
ProLaser III Motorcycle Saddlebag Sleeve (CRS 2019)
ProLaser 4 Motorcycle Holster (CRS 2015)

ProLaser 4 Shoulder Stock (CRS 2014)
ProLaser 4 Tripod Kit with Adapter (CRS 2013)
ProLaser 4 Motorcycle Saddlebag Sleeve (CRS 2019)
ProLite + Motorcycle Holster (CRS 1790-1794)
ProLite + Tripod (CRS 1764)
LaserCam 4 Tripod Kit (CRS 2110)
LaserCam 4 Rugged Mobile Color Printer (CRS 2111)
LaserCam 4 Video Memory of 32 GB (CRS 2112)
LaserCam 4 12 VDC Corded Handle - In-car Adapter (CRS 2114)
LaserCam 4 Add'l 3.7 VDC Li-Polymer Rechargeable Batt (CRS 2115)
LaserCam 4 Add'l 110/220 50/60Hz VAC Charger & Cord (CRS 2116)
Eagle II, Golden Eagle II, & Directional Golden Eagle II (Eagle 3 has Yr 3 included): 3rd Year Warranty (444-0002-03)
Eagle II, Golden Eagle II, Directional Golden Eagle II & Eagle 3: 4th Year Warranty (444-0002-04)
Eagle II, Golden Eagle II, Directional Golden Eagle II & Eagle 3: 5th Year Warranty (444-0002-05)
Falcon HR, Talon II and Directional Talon II: 3rd Year Warranty (444-0002-03)
Falcon HR, Talon II and Directional Talon II: 4th Year Warranty (444-0002-04)
Falcon HR, Talon II and Directional Talon II: 5th Year Warranty (444-0002-05)
Raptor RP-1 RADAR: 3rd Year Warranty (444-0002-03)
Raptor RP-1 RADAR: 4th Year Warranty (444-0002-04)
Raptor RP-1 RADAR: 5th Year Warranty (444-0002-05)
ProLaser III & ProLite + (PL4 has a 3rd YR warranty included): 3rd Year Warranty (444-0003-03)
ProLaser III, ProLaser 4 & ProLite+ : 4th Year Warranty (444-0003-04)
ProLaser III, ProLaser 4 & ProLite+ :5th Year Warranty (444-0003-05)
Pole Mounted Devices: CRS 5023 Violator Alert
Pole Mounted Devices: CRS 5024 Violator Alert
Pole Mounted Devices: CRS 5025 Violator Alert
Pole Mounted Devices: CRS 5026 Violator Alert
Pole Mounted Devices: CRS 5036 Violator Alert
Pole Mounted Devices: CRS 5042Power Upgrade from 120 to 220 VAC (at time of order)
CRS 5053 Traffic Data Recording System with Flash Card (First license included)
Pole Mounted Devices: CRS 5041 Pelco 4-1/2" Pole Installation Kit w 14' Pole
Pole Mounted Devices: CRS 5044 PMD 2" Automotive Hitch Mount
VMS Accessories: CRS 804 VMS Tamper Alarm
VMS Accessories: CRS 1539 VMS Anti-Corrosion Paint Upgrade (Includes Zinc Enriched Paint, Sealed Wiring, Galvanized Hitch & Battery Pad)
VMS Accessories: CRS 1550 Auxiliary Equipment Pedestal Wired for 12 VDS (ALPR Camera Ready)
VMS Accessories: CRS 1520 SMART VMS Wheel Lock
VMS Accessories: CRS 1521 SMART VMS Spare Tire w/Powder Coat
VMS Accessories: CRS 1525 SMART VMS Aluminum Wheel Upgrade
VMS Accessories: CRS 1526 Add VMS 80 Watt Solar Panel (Up to 3 Total)
VMS Accessories: CRS 1560 VMS AimStar Solar Assembly with 2 x 80 Watt Panels

VMS Accessories: CRS 1561 Add VMS 123 Watt Solar Panel (Up to 2 total)
VMS Accessories: CRS 1562 VMS AimStar Solar Assembly 2 x 123 Watt Panels
VMS Accessories: CRS 1551 VMS Wi-Fi Local Wireless Access
VMS Accessories: CRS 1552 VMS 4G Modem with GPS (Specify At&T, Verizon or Sprint) for Remote Wireless Access
VMS Accessories: CRS 1556 VMS Tongue Mounted Jack with 6" Swivel Wheel
VMS Accessories: CRS 1529 SMART VMS Spare Tire (Aluminum)
VMS Accessories: CRS 1534 Add 2x Additional Batteries (Up to 6 VMS II/III, Up to 8 VMS I)
VMS Accessories: CRS 1557 VMS Wireless Handheld Terminal
VMS Accessories: CRS 5053 Traffic Data Recording System w/Flas Card (First License Included)
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5022 Alarm System
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5023 Violator Alert, "Slow Down" for 18" Display
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5024 Violator Alert, Red/Blue Litebar for 18" Display
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5036 Violator Alert, White LED Flash for 18" Displays
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5027 10"x50" Graphical VMS Display (Available for SMART 850/850+ only)
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5028 Extra Group 27 AGM Battery (Limit 4), Charger Upgrade
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5029 Removable Trailer Tongue
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5030 The Club Tire Claw XL
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5034 Spare Tire Upgrade, Powder Coat
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5035 13" Saw-tooth Aluminum Wheel Spare Tire Kit
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5037 13" Saw-tooth Aluminum Wheel Upgrade
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5053 Traffic Data Recording System w/Flash Card (First License Included)
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5062 Upgrade Traffic Data Recording System w/Wireless Data Transfer
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5061 Traffic Data Recoding Software License (Additional Seat)
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5056 Arrowtrack GPS Tracking Theft Deterrent System
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5043 LED Trailer Lighting Package Upgrade
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5054 50 Watt Solar Panel
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5077 140 Watt Solar Panel
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5055 Trailer Cover

Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5058 Locking Lug Nuts (Set of Two)
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5059 Cable Wheel Lock
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5060 2" Ball Coupler Lock Kit, Stainless Steel
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5075 Battery Capacity Upgrade: 4 x 154 A/Hr. AGM Batteries and a 4 Bank, 40 Amp Charger
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5076 Two Level (Stacked) Steel Enclosure for Two (2) ALPR Cameras, One Facing Approaching & Receding Traffic, Vandal Resistant Lexan Shielding and Waterproof Cable Run to Main Enclosure
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5025 Violator Alert, "SLOW" for 12" Display
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5026 Violator Alert, Red/Blue Litebar for 12" Display
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5063 Violator Alert Package (Buy Both "Slow" & Red/Blue Litebar for 12" Display)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5036 Violator Alert, White LED Flash for 12" Displays
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5029 Removable Trailer Tongue (Available for SMART 650/650+ Only)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5054 50 Watt Solar Panel (Available for SMART 650/650+ Only)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5055 Trailer Cover (Available for SMART 650/650+ Only)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5070 Second 80 A/hr Marine Battery for Extended Operation (Available for SMART 650/650+ Only)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5071 Upgrade Marine Battery to AGM Technology - Each (Available for SMART 650/650+ Only)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5072 Upgrade to Built-in VAC Smart Charger (Available for SMART 650/650+ Only)
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5073 Spare Tire (Available for SMART 650/650+ Only)
StealthStat: CRS 296 Replacement Batteries
StealthStat: CRS 297 Pole Mounting Brackets
StealthStat: CRS 298 Strap Kit

Additional Items
Description
Eagle II (Base unit bid = single Ka-band antenna CRS 36) - Upgrade to dual antenna (CRS 39)
Golden Eagle II (Base unit bid = single Ka-band antenna CRS 54) - Upgrade to dual antenna (CRS 57)
Directional Golden Eagle II (Base unit bid = single Ka-band antenna CRS 825) - Upgrade to dual antenna (CRS 826)
Falcon HR (Base unit bid = Stationary w/Corded Handle CRS 7000) - Upgrade to Moving & Stationary Modes w/Corded Handle, Wireless Remote, 7" Dash Mount & Bracket (CRS

7001)
Falcon HR (Base unit bid = Stationary w/Corded Handle CRS 7000) - Upgrade to Moving & Stationary Modes w/Corded Handle & Same Direction Mode, Wireless Remote, 7" Dash Mount & Bracket (CRS 7002)
Talon II (Base unit bid = Stationary only, straight Corded Removable Handle, No Mount CRS 1600) - Upgrade to Moving Mode w/Pod Dash Mount & Stationary Mode w/Straight Corded Handle, Wired Remote, 7" Pod Dash Mount & Bracket (CRS 1601)
Talon II - Upgrade to Moving & Stationary Modes, Straight Corded Handle, Wireless Remove, 7" Dash Mount w/Handle & Bracket (CRS 1660)
Directional Talon (Base unit bid = Stationary Mode Only w/Corded Removable Handle and Fastest Vehicle Mode (Handheld no mount) CRS 1670) - Upgrade to Moving & Stationary Modes (Handle only), Corded Handle, Fastest Vehicle Mode, Same Direction Mode, Wireless Remote, 7" Dash Mount w/Handle (CRS 1671)
Directional Talon - Upgrade to Moving Mode w/Pod Mount, Stationary Mode w/Corded Handle, Fastest Vehicle Mode and Same Direction Mode, Wired Remote, 7" Pod Dash Mount (CRS 1672)
Raptor (Base unit bid = single, K-band antenna) - Upgrade to include Same Lane Mode (CRS 831)
Raptor - Upgrade to include dual, K-band antenna (CRS 832)
Raptor - Upgrade to include dual, K-band antenna with Same Lane Mode (CRS 833)
Raptor - Upgrade to single, Ka-band antenna (CRS 846)
Raptor - Upgrade to single, Ka-band antenna with Same Lane Mode (CRS 847)
Raptor - Upgrade to dual, Ka-band antenna (CRS 848)
Raptor - Upgrade to dual, Ka-band antenna with Same Lane Mode (CRS 849)
Eagle 3 (Base unit bid = single, Ka-band antenna CRS 8002) - Upgrade to dual, Ka-band antenna (CRS 8003)
PMD 475 - Upgrade to PMD 475 18" 2-digit dual display with 20" x 30" Graphical Message Sign, 120 VAC w/Solar Power 140W for PMD 400/450/475(CRS 5065/CRS 5038)
PMD 375 - Upgrade to PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC w/Solar Power 50 Watt (CRS5014/CRS 5045)
PMD 375 - Upgrade to PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC w/Solar Power 140 Watt (CRS 5014/CRS 5031)
PMD 250 - Upgrade to PMD 250 12" 2-Digit display w/ Solar Power 50 Watt (CRS 5019/CRS 5046)
PMD 10 - Upgrade With Solar (50W) (CRS 5103)
PMD 12 - Upgrade With Solar (50W) (CRS 5104)
SMART 800 - Upgrade to SMART 800+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer) (CRS 5004)
SMART 850 - Upgrade to SMART 850+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer) (CRS 5008)
SMART 650 - Upgrade to SMART 650+ RADAR trailer bundle includes 12" fixed display, fold down speed sign, red/blue flashing bars & red "SLOW" LEDs violator alerts, & traffic statistics computer. (CRS 5003)

POLICE RADAR/LIDAR PRODUCTS PRICES

Category A Speed Enforcement Systems	
Description	Price
Eagle II	\$1,308.00
Golden Eagle II	\$1,818.00
Directional Golden Eagle II	\$2,175.00
Falcon HR	\$645.00
Talon II	\$1,006.00
Directional Talon	\$1,312.00
Raptor RP-1	\$1,104.00
Eagle 3	\$1,930.00
LaserCam 4	\$5,995.00
ProLaser III	\$2,546.00
ProLaser 4	\$2,195.00
Pro-Lite +	\$1,395.00

Category A Speed Enforcement Systems	
Trailer Mounted Speed Advisory Systems	
Description	Price
PMD 475 18" 2-digit dual display with 20" x 30" Graphical Message Sign, 120 VAC	\$5,995.00
PMD 450 18" 2-digit display, 120 VAC	\$4,895.00
PMD 400 12" 2-digit display, 120 VAC	\$3,395.00
PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC	\$3,595.00
PMD 350 18" 2-digit display, 120 VAC	\$3,050.00
PMD 275 12" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC	\$2,595.00
PMD 250 12" 2-digit display, 120 VAC	\$2,495.00
PMD 10	\$2,524.00
PMD 12	\$2,728.00
SMART VMS Model I changeable message sign with Kustom directional radar, 48" x 96" Full Matrix LED display, 2x 6VDC batteries, AC charger, electro-hydraulic mast, screw jacks and white paint.	\$18,934.00
SMART VMS Model II changeable message sign with Kustom directional radar, 48" x 76" Full Matrix LED display, 2x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, and white paint.	\$17,608.00
SMART VMS Model III changeable message sign with Kustom directional radar, 34" x 71" Full Matrix LED display, 2x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, and white paint.	\$16,078.00

SMART VMS Model HT bundle includes changeable message sign with Kustom directional radar, 48" x 76" Full Matrix LED display, 6x 6 VDC batteries, AC charger, electro-hydraulic mast, screw jacks, 80 W solar, Wi-Fi modem for local wireless access, and white paint.	\$19,648.00
SMART 800 (18" Fixed Display, Fold Down Speed Limit Sign)	\$8,149.00
SMART 850 (18" Fold-Down Display & Speed Limit Sign)	\$9,419.00
SMART 650 RADAR trailer with 12" fixed display, fold down speed sign	\$5,100.00
SMART 510 (12" display on 2-wheel dolly)	\$2,575.00
SMART 500 (12" display on 2-wheeler w/battery)	\$4,246.00
Stealthstat with TSC and Flashcard	\$3,043.00
SMART 800 (18" Fixed Display, Fold Down Speed Limit Sign)	\$8,149.00

Category D Parts & Accessories	
Description	Price
Eagle II Carrying Case (CRS 287)	\$100.00
Eagle II Separation Kit (CRS 62)	\$197.00
Eagle II Kustom Signals Video Interface (CRS 60)	\$114.00
Eagle II Radar/Video ASCII Interface (CRS 179)	\$222.00
Golden Eagle II Carrying Case (CRS 287)	\$100.00
Golden Eagle II Separation Kit (CRS 61)	\$57.00
Golden Eagle II Kustom Signals Video Interface (CRS 60)	\$114.00
Golden Eagle II Radar/Video ASCII Interface (CRS 179)	\$222.00
Directional Golden Eagle Carrying Case (CRS 287)	\$100.00
Directional Golden Eagle Separation Kit (CRS 61)	\$57.00
Directional Golden Eagle Kustom Signals Video Interface (CRS 60)	\$114.00
Directional Golden Eagle Radar/Video ASCII Interface (CRS 179)	\$222.00
Falcon HR Coiled Cord Upgrade (CRS 1647)	\$34.00
Falcon HR Battery Handle with Charger (CRS 1623)	\$229.00
Falcon HR Carrying Case (CRS 7031)	\$118.00
Falcon HR Kustom Signals Video Interface (CRS 1701)	\$112.00
Talon II Coiled Cord Upgrade (CRS 1647)	\$34.00
Talon II Battery Handle with Charger (CRS 1623)	\$229.00
Talon II Carrying Case (CRS 1629)	\$118.00
Talon II Kustom Signals Video Interface (CRS 1701)	\$112.00
Talon II Fastest Vehicle Option (CRS 1620)	\$180.00
Talon II Same Direction Option M/S Only (CRS 1621)	\$224.00
Directional Talon II Coiled Cord Upgrade (CRS 1647)	\$34.00
Directional Talon II Battery Handle with Charger (CRS 1623)	\$229.00
Directional Talon II Carrying Case (CRS 1629)	\$118.00
Directional Talon II Kustom Signals Video Interface (CRS 1701)	\$112.00
Directional Talon II Fastest Vehicle Option (CRS 1620)	\$180.00
Directional Talon II Same Direction Option M/S Only (CRS 1621)	\$224.00
Raptor Carrying Case (CRS 845)	\$100.00
Raptor Separation Kit (CRS 842)	\$117.00

Raptor Kustom Signals Video Interface (CRS 829, 840 or 841)	\$86.00
Raptor Motorcycle Kit (CRS 843)	\$447.00
Raptor Motorcycle Doppler Audio Amp Kit w/ Speaker (CRS 853)	\$177.00
ProLaser III Coiled Cord (CRS 733)	\$51.00
ProLaser III Motorcycle Holster (CRS 1730)	\$192.00
ProLaser III Motorcycle Saddlebag Sleeve (CRS 2019)	\$76.00
ProLaser 4 Motorcycle Holster (CRS 2015)	\$200.00
ProLaser 4 Shoulder Stock (CRS 2014)	\$131.00
ProLaser 4 Tripod Kit with Adapter (CRS 2013)	\$126.00
ProLaser 4 Motorcycle Saddlebag Sleeve (CRS 2019)	\$76.00
ProLite + Motorcycle Holster (CRS 1790-1794)	\$242.00
ProLite + Tripod (CRS 1764)	\$100.00
LaserCam 4 Tripod Kit (CRS 2110)	\$699.00
LaserCam 4 Rugged Mobile Color Printer (CRS 2111)	\$699.00
LaserCam 4 Video Memory of 32 GB (CRS 2112)	\$196.00
LaserCam 4 12 VDC Corded Handle - In-car Adapter (CRS 2114)	\$252.00
LaserCam 4 Add'l 3.7 VDC Li-Polymer Rechargeable Batt (CRS 2115)	\$196.00
LaserCam 4 Add'l 110/220 50/60Hz VAC Charger & Cord (CRS 2116)	\$367.00
Eagle II, Golden Eagle II, & Directional Golden Eagle II (Eagle 3 has Yr 3 included): 3rd Year Warranty (444-0002-03)	\$227.00
Eagle II, Golden Eagle II, Directional Golden Eagle II & Eagle 3: 4th Year Warranty (444-0002-04)	\$252.00
Eagle II, Golden Eagle II, Directional Golden Eagle II & Eagle 3: 5th Year Warranty (444-0002-05)	\$277.00
Falcon HR, Talon II and Directional Talon II: 3rd Year Warranty (444-0002-03)	\$151.00
Falcon HR, Talon II and Directional Talon II: 4th Year Warranty (444-0002-04)	\$176.00
Falcon HR, Talon II and Directional Talon II: 5th Year Warranty (444-0002-05)	\$201.00
Raptor RP-1 RADAR: 3rd Year Warranty (444-0002-03)	\$227.00
Raptor RP-1 RADAR: 4th Year Warranty (444-0002-04)	\$252.00
Raptor RP-1 RADAR: 5th Year Warranty (444-0002-05)	\$277.00
ProLaser III & ProLite + (PL4 has a 3rd YR warranty included): 3rd Year Warranty (444-0003-03)	\$352.00
ProLaser III, ProLaser 4 & ProLite+ : 4th Year Warranty (444-0003-04)	\$402.00
ProLaser III, ProLaser 4 & ProLite+ :5th Year Warranty (444-0003-05)	\$453.00
Pole Mounted Devices: CRS 5023 Violator Alert	\$439.00
Pole Mounted Devices: CRS 5024 Violator Alert	\$439.00
Pole Mounted Devices: CRS 5025 Violator Alert	\$357.00
Pole Mounted Devices: CRS 5026 Violator Alert	\$357.00
Pole Mounted Devices: CRS 5036 Violator Alert	\$301.00
Pole Mounted Devices: CRS 5042Power Upgrade from 120 to 220 VAC (at time of order)	\$301.00

CRS 5053 Traffic Data Recording System with Flash Card (First license included)	\$740.00
Pole Mounted Devices: CRS 5041 Pelco 4-1/2" Pole Installation Kit w 14' Pole	\$1,012.00
Pole Mounted Devices: CRS 5044 PMD 2" Automotive Hitch Mount	\$459.00
VMS Accessories: CRS 804 VMS Tamper Alarm	\$97.00
VMS Accessories: CRS 1539 VMS Anti-Corrosion Paint Upgrade (Includes Zinc Enriched Paint, Sealed Wiring, Galvanized Hitch & Battery Pad)	\$2,341.00
VMS Accessories: CRS 1550 Auxiliary Equipment Pedestal Wired for 12 VDS (ALPR Camera Ready)	\$510.00
VMS Accessories: CRS 1520 SMART VMS Wheel Lock	\$152.00
VMS Accessories: CRS 1521 SMART VMS Spare Tire w/Powder Coat	\$285.00
VMS Accessories: CRS 1525 SMART VMS Aluminum Wheel Upgrade	\$505.00
VMS Accessories: CRS 1526 Add VMS 80 Watt Solar Panel (Up to 3 Total)	\$1,015.00
VMS Accessories: CRS 1560 VMS AimStar Solar Assembly with 2 x 80 Watt Panels	\$2,239.00
VMS Accessories: CRS 1561 Add VMS 123 Watt Solar Panel (Up to 2 total)	\$1,525.00
VMS Accessories: CRS 1562 VMS AimStar Solar Assembly 2 x 123 Watt Panels	\$2,943.00
VMS Accessories: CRS 1551 VMS Wi-Fi Local Wireless Access	\$607.00
VMS Accessories: CRS 1552 VMS 4G Modem with GPS (Specify AT&T, Verizon or Sprint) for Remote Wireless Access	\$1,525.00
VMS Accessories: CRS 1556 VMS Tongue Mounted Jack with 6" Swivel Wheel	\$189.00
VMS Accessories: CRS 1529 SMART VMS Spare Tire (Aluminum)	\$505.00
VMS Accessories: CRS 1534 Add 2x Additional Batteries (Up to 6 VMS II/III, Up to 8 VMS I)	\$403.00
VMS Accessories: CRS 1557 VMS Wireless Handheld Terminal	\$791.00
VMS Accessories: CRS 5053 Traffic Data Recording System w/Flash Card (First License Included)	\$740.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5022 Alarm System	\$164.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5023 Violator Alert, "Slow Down" for 18" Display	\$439.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5024 Violator Alert, Red/Blue Litebar for 18" Display	\$439.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5036 Violator Alert, White LED Flash for 18" Displays	\$301.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5027 10"x50" Graphical VMS Display (Available for SMART 850/850+ only)	\$3,927.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5028 Extra Group 27 AGM Battery (Limit 4), Charger Upgrade	\$373.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS	\$138.00

5029 Removable Trailer Tongue	
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5030 The Club Tire Claw XL	\$128.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5034 Spare Tire Upgrade, Powder Coat	\$255.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5035 13" Saw-tooth Aluminum Wheel Spare Tire Kit	\$469.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5037 13" Saw-tooth Aluminum Wheel Upgrade	\$505.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5053 Traffic Data Recording System w/Flash Card (First License Included)	\$740.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5062 Upgrade Traffic Data Recording System w/Wireless Data Transfer	\$271.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5061 Traffic Data Recoding Software License (Additional Seat)	\$505.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5056 Arrowtrack GPS Tracking Theft Deterrent System	\$674.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5043 LED Trailer Lighting Package Upgrade	\$57.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5054 50 Watt Solar Panel	\$811.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5077 140 Watt Solar Panel	\$944.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5055 Trailer Cover	\$46.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5058 Locking Lug Nuts (Set of Two)	\$26.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5059 Cable Wheel Lock	\$85.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5060 2" Ball Coupler Lock Kit, Stainless Steel	\$50.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5075 Battery Capacity Upgrade: 4 x 154 A/Hr. AGM Batteries and a 4 Bank, 40 Amp Charger	\$2,255.00
Accessories for RADAR Speed Sign Trailers with 18" Displays: CRS 5076 Two Level (Stacked) Steel Enclosure for Two (2) ALPR Cameras, One Facing Approaching & Receding Traffic, Vandal Resistant Lexan Shielding and Waterproof Cable Run to Main Enclosure	\$944.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5025 Violator Alert, "SLOW" for 12" Display	\$357.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5026 Violator Alert, Red/Blue Litebar for 12" Display	\$357.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5063 Violator Alert Package (Buy Both "Slow" & Red/Blue Litebar	\$607.00

for 12" Display)	
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5036 Violator Alert, White LED Flash for 12" Displays	\$301.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5029 Removable Trailer Tongue (Available for SMART 650/650+ Only)	\$138.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5054 50 Watt Solar Panel (Available for SMART 650/650+ Only)	\$811.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5055 Trailer Cover (Available for SMART 650/650+ Only)	\$46.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5070 Second 80 A/hr Marine Battery for Extended Operation (Available for SMART 650/650+ Only)	\$184.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5071 Upgrade Marine Battery to AGM Technology - Each (Available for SMART 650/650+ Only)	\$189.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5072 Upgrade to Built-in VAC Smart Charger (Available for SMART 650/650+ Only)	\$133.00
Accessories for RADAR Speed Sign Trailers with 12" Displays: CRS 5073 Spare Tire (Available for SMART 650/650+ Only)	\$220.00
StealthStat: CRS 296 Replacement Batteries	\$223.00
StealthStat: CRS 297 Pole Mounting Brackets	\$37.00
StealthStat: CRS 298 Strap Kit	\$64.00

Additional Items	
Description	Price
Eagle II (Base unit bid = single Ka-band antenna CRS 36) - Upgrade to dual antenna (CRS 39)	\$1,461.00
Golden Eagle II (Base unit bid = single Ka-band antenna CRS 54) - Upgrade to dual antenna (CRS 57)	\$1,971.00
Directional Golden Eagle II (Base unit bid = single Ka-band antenna CRS 825) - Upgrade to dual antenna (CRS 826)	\$2,379.00
Falcon HR (Base unit bid = Stationary w/Corded Handle CRS 7000) - Upgrade to Moving & Stationary Modes w/Corded Handle, Wireless Remote, 7" Dash Mount & Bracket (CRS 7001)	\$1,145.00
Falcon HR (Base unit bid = Stationary w/Corded Handle CRS 7000) - Upgrade to Moving & Stationary Modes w/Corded Handle & Same Direction Mode, Wireless Remote, 7" Dash Mount & Bracket (CRS 7002)	\$1,364.00
Talon II (Base unit bid = Stationary only, straight Corded Removable Handle, No Mount CRS 1600) - Upgrade to Moving Mode w/Pod Dash Mount & Stationary Mode w/Straight Corded Handle, Wired Remote, 7" Pod Dash Mount & Bracket (CRS 1601)	\$1,430.00
Talon II - Upgrade to Moving & Stationary Modes, Straight Corded Handle, Wireless Remove, 7" Dash Mount w/Handle & Bracket (CRS	\$1,354.00

1660)	
Directional Talon (Base unit bid = Stationary Mode Only w/Corded Removable Handle and Fastest Vehicle Mode (Handheld no mount) CRS 1670) - Upgrade to Moving & Stationary Modes (Handle only), Corded Handle, Fastest Vehicle Mode, Same Direction Mode, Wireless Remote, 7" Dash Mount w/Handle (CRS 1671)	\$1,863.00
Directional Talon - Upgrade to Moving Mode w/Pod Mount, Stationary Mode w/Corded Handle, Fastest Vehicle Mode and Same Direction Mode, Wired Remote, 7" Pod Dash Mount (CRS 1672)	\$1,944.00
Raptor (Base unit bid = single, K-band antenna) - Upgrade to include Same Lane Mode (CRS 831)	\$1,257.00
Raptor - Upgrade to include dual, K-band antenna (CRS 832)	\$1,350.00
Raptor - Upgrade to include dual, K-band antenna with Same Lane Mode (CRS 833)	\$1,395.00
Raptor - Upgrade to single, Ka-band antenna (CRS 846)	\$1,461.00
Raptor - Upgrade to single, Ka-band antenna with Same Lane Mode (CRS 847)	\$1,563.00
Raptor - Upgrade to dual, Ka-band antenna (CRS 848)	\$1,767.00
Raptor - Upgrade to dual, Ka-band antenna with Same Lane Mode (CRS 849)	\$1,869.00
Eagle 3 (Base unit bid = single, Ka-band antenna CRS 8002) - Upgrade to dual, Ka-band antenna (CRS 8003)	\$2,542.00
PMD 475 - Upgrade to PMD 475 18" 2-digit dual display with 20" x 30" Graphical Message Sign, 120 VAC w/Solar Power 140W for PMD 400/450/475(CRS 5065/CRS 5038)	\$7,413.00
PMD 375 - Upgrade to PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC w/Solar Power 50 Watt (CRS5014/CRS 5045)	\$4,790.00
PMD 375 - Upgrade to PMD 375 18" 2-digit display in MUTCD Compliant YOUR SPEED sign, 120 VAC w/Solar Power 140 Watt (CRS 5014/CRS 5031)	\$5,145.00
PMD 250 - Upgrade to PMD 250 12" 2-Digit display w/ Solar Power 50 Watt (CRS 5019/CRS 5046)	\$3,166.00
PMD 10 - Upgrade With Solar (50W) (CRS 5103)	\$3,163.00
PMD 12 - Upgrade With Solar (50W) (CRS 5104)	\$3,367.00
SMART 800 - Upgrade to SMART 800+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer) (CRS 5004)	\$9,623.00
SMART 850 - Upgrade to SMART 850+ Bundle (18" Display, Red/Blue & Slow Down Violator Alerts, & Traffic Data Computer) (CRS 5008)	\$10,847.00
SMART 650 - Upgrade to SMART 650+ RADAR trailer bundle includes 12" fixed display, fold down speed sign, red/blue flashing bars & red "SLOW" LEDs violator alerts, & traffic statistics computer. (CRS 5003)	\$6,222.00

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Participating or Purchasing Entities (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds

listed above including, at a minimum, the State of Washington and/or any Participating or Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Participating or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Participating or Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.



Quotation

Page 1 of 2

Date 08/24/2020

To... JOHN LAW
BENTON CO SHERIFF'S OFFICE

7122 W OKANOGAN PL
KENNEWICK WA 99336

Quote # -236962041733MT
Terms Per Approved Terms
This Quote Expires on 11/22/2020
Phone 509-735-6555
Fax 509-783-5852

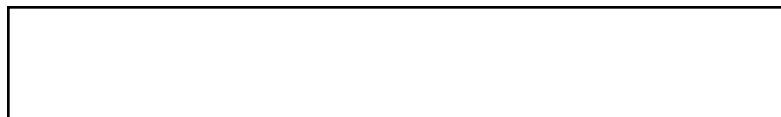
<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
15	Raptor RP-1, Dual Ka-Band Antenna, Directional & Same Lane Mode / VSS cable standard Washington State Contract # 00218-01 / includes shipping applicable tax applies...	\$1,869.00	\$28,035.00

Total \$28,035.00

Signature

A handwritten signature in dark ink that reads 'Chuck Romy'.

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020 mf
Subject:	Subscription Agreement with Lexipol, LLC
Presenter:	Jon Law, Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Lexipol, LLC is a uniquely qualified company that helps to manage, disseminating and archive policies and training records delivering its services through a web-based development system that will support the Benton County Sheriff's Office with policies and procedures customized for the State of Washington.

Lexipol, LLC provided Benton County Sheriff's Office a proposal for a Law Enforcement Policy Manual & Daily Training Bulletins for a rate based on 72 commissioned law enforcement employees for a total prorated annual subscription amount of \$5,234.00 for September 1, 2020 to December 31, 2020 and an annual subscription cost of \$15,699.00 and the Implementation option is Law Enforcement Full Implementation for a one-time rate of \$25,500.00.

Fiscal Impact

Amount: \$30,734.00 plus any applicable W.S.S.T

Fund: 0000101.121 – Current Expense

Recommendation

Pass the attached Resolution and Agreement for Subscription with Lexipol, LLC to help assist the Benton County Sheriff's Office with Policy Management and Accreditation.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL FROM LEXIPOL, LLC IN ORDER TO PROVIDE POLICY MANUALS AND DAILY TRAINING BULLETINS FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, Lexipol, LLC is a uniquely qualified company that helps to manage, disseminating and archive policies and training records delivering its services through a web-based development system that will support the Benton County Sheriff's Office with policies and procedures customized for the State of Washington; and

WHEREAS, Lexipol, LLC provided Benton County Sheriff's Office a proposal for a Law Enforcement Policy Manual & Daily Training Bulletins for a rate based on 72 commissioned law enforcement employees for a total prorated annual subscription amount of \$5,234.00 for September 1, 2020 to December 31, 2020 and an annual subscription cost of \$15,699.00 thereafter; and

WHEREAS, the Implementation option is Law Enforcement Full Implementation for a one-time rate of \$25,500.00 Exhibit A attached hereto; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the subscription with Lexipol, LLC to assist the Benton County Sheriff's Office with Sheriff's Office Policy Manuals and Training bulletins with Supplemental Publication Service for a prorated annual amount of \$5,234 for September 1, 2020 to December 31, 2020, with an annual ongoing subscription cost of \$15,699.00, plus a one-time implementation cost of \$25,500.00 and any applicable W.S.S.T and authorizes the Chairman of the Board to sign the Services Agreement to be paid out of Current Expense, Department 121; and

BE IT FURTHER RESOLVED said subscription agreement shall commence September 1, 2020 and expire December 31, 2020. The term will automatically renew for one (1) year periods on January 1st of each year unless the County provides written notice of termination to Lexipol 30 days in advance.

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



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Benton County Sheriff's Office
Agency's Address: 7122 W Okanogan Pl
Kennewick, Washington 99336

Attention: Commander Jon Law

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Attention: Rosemarie Curran

Effective Date: 9/1/2020
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Approved as to form:

Agency

Lexipol

Signature: _____

Signature: _____

DocuSigned by:
Van Holland
E730CB10CB094D0...

Print Name: _____

Print Name: _____

Van Holland

Title: _____

Title: _____

Chief Financial Officer

Date Signed: _____

Date Signed: _____

9/8/2020

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Prorated Subscription
September through December

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 9/1/2020 End: 12/31/2020)	USD 6,157.00	15%	USD 923.00	USD 5,234.00
	Subscription Line Items Total			USD 923.00	USD 5,234.00
				USD 923.00	USD 5,234.00
Prorated Subscription September through December Discount:					USD 923.00
Prorated Subscription September through December TOTAL:					USD 5,234.00

Implementation Full

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 30,000.00	15%	USD 4,500.00	USD 25,500.00
	One-Time Line Items Total			USD 4,500.00	USD 25,500.00
				USD 4,500.00	USD 25,500.00
Implementation Full Discount:					USD 4,500.00
Implementation Full TOTAL:					USD 25,500.00

Subscription January 2021

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (12 Months)	USD 18,469.00	15%	USD 2,770.00	USD 15,699.00
	Subscription Line Items Total			USD 2,770.00	USD 15,699.00
				USD 2,770.00	USD 15,699.00
Subscription January 2021 Discount:					USD 2,770.00
Subscription January 2021 TOTAL:					USD 15,699.00

*Law Enforcement pricing is based on 72 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

Referral Discount - Year One

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22 nd , 2020
Subject:	City of Richland; Franchise Renewal
Presenter:	Cristina Woods; Engineer Tech III, Public Works
Prepared By:	Cristina Woods, Public Works
Reviewed By:	Douglas D'Hondt, County Engineer
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda	☐ Discussion Only ☒ Pass Motion
☒ Public Hearing	☐ Decision / Direction ☐ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Benton County has received an application to renew a Franchise Order and Agreement for a water, sewer, stormwater, electrical, facilities and systems from City of Richland.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with City of Richland, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with City of Richland, subject to the 6 items listed in the report to the Commissioners.



September 22nd, 2020

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: City of Richland

Commissioners:

City of Richland has filed a petition for a nonexclusive franchise to have a water, sewer, stormwater, electrical, facilities and systems 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,

A handwritten signature in blue ink, appearing to read "DDH", is written over a light blue circular background.

Douglas D'Hondt, P.E.
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF

City of Richland

(Please print name of company exactly as it will appear in franchise)

FOR A

NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN,
OPERATE USE REPAIR, AND IF NECESSARY REPLACE A

water, sewer, stormwater, electrical, facilities 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:

City of Richland

, 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 VISA ^{Point & Pay or VISA}
(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 31st day of August, 2020.

Respectfully submitted by:

Cynthia D. Reents, City Manager

Name of Authorized Agent PLEASE PRINT

Signature of Authorized Agent

6025 Swift Blvd.

Address of Applicant

Richland WA 99352

City

State

Zip

Creents@ci.richland.wa.us

E-mail address

509-942-7381

Phone Number of Applicant

509-942-7379

FAX Number of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

2nd Signature of Authorized Agent (if required)

Exhibit A

All unincorporated Benton County, of which part is physically located in the unincorporated area of the Urban Growth Area (UGA) of the City of Richland.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	September 22, 2020		
Subject:	Request post and fill position 1794		
Presenter:	Andy Miller		
Prepared By:	Ginny Baddley		
Reviewed By:	Andy Miller		
PA Review, Approval to Form:	☐ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☒ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract		

Summary / Background Information

We are requesting permission to fill the receptionist position, line 1794. We were notified yesterday that this position will be vacated on September 30, 2020. The receptionist position is an extremely important position as it is the first point of contact for victims, witnesses, law enforcement, defense attorneys and members of the public in general. The receptionist is responsible for fielding, screening and routing all incoming calls to the appropriate individual. This position is responsible for processing and distributing office mail. In addition to the receptionist responsibilities, this position also has legal secretarial duties supporting our Juvenile Division which are vital in helping to effectively managing the ever-increasing workload. These duties include:

- ☐ Pull weekly dockets/First appearances (if there are any paper files to pull)
- ☐ Dispo Wednesday AM/PM docket
- ☐ Dispo first appearance dockets every afternoon
- ☐ Process/file cases with the Clerk's office
- ☐ Process/file 72 hour holds
- ☐ Diversions
- ☐ ENTF's (Elect not to file)
- ☐ Send Discovery to Defense Attorneys
- ☐ Process supplement reports from LEA
- ☐ Diversion monthly reports
- ☐ Sort Mail on Monday mornings
- ☐ Ex Parte Thursday afternoon
- ☐ Rounds everyday – 3 pm (10AM too once things go back to normal)
- ☐ Pronto Mail every morning
- ☐ Out List every morning once things go back to normal

Emphasis should be noted that this position handles/processes 72 hour holds. Those are the serious cases where law enforcement officers and prosecutors believe that the defendant needs to remain in custody because they are a threat to community safety or are likely to not appear in court. By court rule we only have 72 hours to file the case (excluding weekends) and our office needs to track down the police reports, review

the case, prepare the paperwork and get court approval. The role of the receptionist in getting the initial work done in a timely basis is crucial.

Fiscal Impact – This position was budgeted for in the current biennium.

Recommendation – To authorize position 1794, a Legal Secretary II, in the Prosecuting Attorney's office to be posted and filled.

Suggested Motion - I move to authorize position 1794, a Legal Secretary II, in the Prosecuting Attorney's Office to be posted and filled.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	22 September 2020	
Subject:	Sto;lo First Nations Tribe of Kennewick	
Presenter:	Adam J. Fyall	
Prepared By:	AJF	
Reviewed By:	AJF	
PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary

Benton County has been requested to support and assist a local effort to achieve legal recognition of the *Sto;lo First Nations Tribe of Kennewick*. For Board consideration is a resolution stating the County's support for said effort.

Background

County personnel were approached by Cynthia and Wayne Daily of Kennewick regarding this effort they have been spearheading for years. Mrs. Daily is a member of the Sto;lo First Nations Tribe in Canada, and seeks legal recognition of a branch of that tribe here in the United States. Sto;lo is not a recognized Native American nation, tribe, or band in the US at the federal or state level.

Staff will present the topic. The Daily's have provided additional background information, which is attached.

Fiscal Impact

None.

Recommendation

Staff recommends signing the resolution of support.

Suggested Motion

"I move for County support of the request by Stolo First Nations Tribe of Kennewick and signing of the resolution."

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SUPPORT FOR FEDERAL RECOGNITION
OF THE "STO;LO FIRST NATIONS TRIBE OF KENNEWICK"

WHEREAS, Cynthia Daily of Kennewick, a member of the Sto;lo First Nations of Canada, has devoted much of her life's work to the furtherance and understanding of First Nations and Native American history and culture in the Tri-Cities area and throughout the Pacific Northwest; and,

WHEREAS, one of Cynthia Daily's goals is federal recognition of the *Sto;lo First Nations Tribe of Kennewick*, and the possession of certain inherent rights of self-government and entitlements to certain benefits, services, and protections that come with said recognition; and,

WHEREAS, Benton County is a geopolitical subdivision of the State of Washington, and will follow the State's lead in matters of formal and legal recognition of and relationships with Native American tribes; and,

WHEREAS, Benton County commends the sustained advocacy, educational work, and struggles for recognition by Cynthia Daily and other Sto;lo First Nations members; **NOW, THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners supports the work of Sto;lo First Nations members and their allies in their continued efforts to be granted official federal recognition of the *Sto;lo First Nations Tribe of Kennewick*, and with such recognition the accompanying government-to-government relationship with the United States, and with all of the responsibilities, powers, limitations, and obligations attached to said recognition.

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: Cynthia Daily

April 14, 2020

RE: Sto;lo - First Nations Kennewick Tribe
Cindy Daily, Chief

An Introduction:

Chief Cindy has long pursued and achieved Native Recognition in Benton County Washington USA. She is recognized by Indian and Northern Affairs of Canada as a diaspora member of the NW regional tribe: Sto;lo First Nation.

The historical First Nations lands were thorough-out the Northwest where many native people of Sto;lo First Nation and its 13 Bands are currently scattered. Chief Cindy holds herself out as Chief, not de-facto, but the actual Chief of Kennewick Tribe, family/tribe members, privately owned lands, practiced traditions, and religious cultures.

The Tribe's information booth presented at the 2017 Benton/Franklin Fair was warmly received by elected officials and the public. The attached informative brochure was distributed, along with other tribal facts and memorabilia, including hats and t-shirts with the Tribe's distinctive 13 Star - Blue Feather logo.

Sto;lo - First Nations Kennewick Tribe LLC is a registered legal entity in the State of Washington, UBI# 601-930-974.

Cindy Daily, Chief of Sto;lo - First Nations Kennewick Tribe has proven her identity, has achieved standing in US District Court for the Eastern District of WA and in the 9th Circuit Court of Appeals, has held herself out as Chief of her Tribe, has practiced her native customs, has owned and developed private lands in Washington, and has leased and is developing BLM mining properties in California. National Recognition of Chief Cindy and her Kennewick Tribe is timely and ripe for Congressional action.

The Quest to achieve federal tribal recognition for Sto;lo - First Nations Kennewick Tribe (logo):

Many years ago, Cindy's mother gave Cindy the family heirloom, including the family tree with old news clippings and photographs. Cindy's mother requested that Cindy complete their family's life-long goal of re-gaining the Native American heritage their family had lost due to inter-racial marriages.

Cindy's 2nd Great Grandfather was a Tribal Chief at the beginning of the recorded record by early Methodist missionaries. Oral history predates this record by 10,000 years. This genealogical record has been verified by the *Sto;lo Research and Resource Management Centre (SRRMC)* a registry of Canada, the Whatcom County WA Historical and Genealogical Society, the State of WA Genealogical Society, and the Vital Records Offices of both the states of WA and OR. Chief Cindy was also presented with an extensive genealogical Pedigree Chart, issued by the SRRMC.

From the record, Canada assigned Cindy to a Chilliwack (Tribe #572) BC Canada based, known as the Soowahlie Tribe. The Aitchelitz First Nation, also known as the Aitchelitz Band, is a First Nations band government of the Sto;lo people,

Brief History:

US Congress realized that a separate Civilization did exist, and their land, traditions, and religious cultures were taken and seized with treaties and Acts of War. Following the Indian Wars, the Bureau of Indian Affairs (BIA) took over the responsibility of the U.S. Government to act on behalf of Native Americans, who were considered a "Ward" of the United States.

History has not been kind to the North American Indian. Canada and the USA has transformed what was once a Great Nation and Civilization, into over 575 separate Indian Nations in the USA, and over 550 separate Indian Nations in Canada. Both the USA and Canada have seen the injustice and have set out to reconcile this by Status Recognition by Congress, with all the rights and treaties that apply.

Justification for Prescribed routes to Federal Tribal Recognition:

The Bureau of Indian Affairs (BIA) has had its' successes in fulfilling requests for Recognition, but unfortunately its failures out-number requests for Recognition by a factor of 1/1000. Recently, the "Little Shell Tribe of Chippewa of Montana" was a win, but via congressional bill. Another failure by the BIA can be attributed to the length of the process, which has been known to take decades, if not more.

STATE REPRESENTATIVE
8th LEGISLATIVE DISTRICT
LARRY HALER

State of
Washington
House of
Representatives



APPROPRIATIONS
HIGHER EDUCATION
JUDICIARY
JT. LEGISLATIVE AUDIT AND
REVIEW COMMITTEE
RULES

September 5, 2017

Mrs. Cynthia A. Daily
2212 S Vancouver Street
Kennewick WA 99337

Dear Mrs. Daily,

The hard work that you have completed in registering your Native American Status with the Government of Canada and documenting your heritage is truly amazing. Our individual heritage is what makes us uniquely part of our Columbia Valley Community.

I look forward to supporting your efforts to achieve recognition in the United States within the Federal framework that exists for Native Americans to gain rightful recognition.

Best of luck to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Haler", written in a cursive style.

Larry Haler
State Representative
8th Legislative District

LEGISLATIVE OFFICE: 122-H LEGISLATIVE BUILDING • PO BOX 40600, OLYMPIA, WA 98504-0600 • 360-786-7986
DISTRICT OFFICE: 713 JADWIN AVENUE, RICHLAND, WA 99352 • 509-372-7997
E-MAIL: Larry.Haler@leg.wa.gov
TOLL-FREE LEGISLATIVE HOTLINE: 1-800-562-6000 • TDD: 1-800-635-9993 • www.leg.wa.gov

PRINTED ON RECYCLED PAPER