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, October 6, 2020

9:00 AM **Call to Order**
Approval of Minutes
- **September 29, 2020**

Review Agenda

Consent Agenda

Auditor
a. Agreement w/Washington Student Association for Student Engagement Coordinator @ WSU
b. Cancellation of Unclaimed Warrants

Commissioners
c. Line Item Transfer, Fund No. 0305-101, Dept. 000
d. Line Item Transfer, Fund No. 0153-101, Dept. 000
e. Line Item Transfer, Fund No. 0131-101, Dept. 000

Facilities
f. First Amended Contract w/Meir Architecture & Engineering for the Courtroom Audio Visual Upgrade Project

Human Services

g. Agreement w/Benton-Franklin Community Action Committee for Projects Under the WA State Community Development Block Grant

h. Ratifying Agreement w/Tri-Cities Hispanic Chamber of Commerce for Outreach Services

Parks

i. First Amended Contract w/Meier Architecture & Engineering for Shooting Range Facility Design

Planning

j. First Amended Agreement w/Selah-Moxee Irrigation District for Water Rights Acquisition; Amending Resolution 2019-925

Public Works

k. Granting a Utility Easement to Cascade Natural Gas on the East Side of the Wiser Parkway Property

l. Purchase of 500-Gallon Waste Oil Tank From Arrow Construction Supply

Sheriff

m. Purchase of Tactical Jumpsuits From Seattle Sewing Solutions

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

Scheduled Business

2nd Administrative Agreement w/TRIDEC for CARES Act ~ A Fyall

Change Order No. 1 w/V K Powell Construction For the Courthouse Upgrades Project ~ R Blain

Treasurer's Office Position Request for Office Assistant III ~ K Spencer, K Yniguez & L Wingfield

Supplemental Requests for Public Hearing ~ L Ivey

- Current Expense Fund No. 0000-101, Dept. 139 – CARES Act
- VIT Impact, Fund No. 0153-101, Dept. 000

2021/2022 Budget Discussion ~ L Ivey & B Chilton

Other Business

Executive Session

Union Negotiations ~ L Wingfield & S Hallstrom

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, September 29, 2020, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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

Absent: Chairman James Beaver (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Robert Blain, Director of Operations/Capital Programs; Greg Wendt, Planning Manager; Michelle Cooke, Planning; Darryl Banks, Juvenile Administrator; Superior Court Judge Alex Ekstrom (via/WebEx); District Court Judge Katie Butler (via/WebEx); Chief Scott Souza (via/WebEx); Paul Schut, Procurement/Contract Coordinator.

Approval of Minutes

The Minutes of September 22, 2020 were approved.

Review Agenda

The Board added an executive session to discuss the performance of a public employee.

Consent Agenda

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

Corrections

a. Incentive Payment MOU with Social Security Administration
b. RFQ and Proposals for Inmate Food Services – CB 20-24
c. 2nd Contract Amendment with Tri-Cities Chaplaincy
d. Third Amendment to Professional Services Agreement w/Ideal Options

District Court

e. Line Item Transfer – Current Expense Fund – Dept. 111

Facilities

f. Ratify Emergency Purchase from Compunet

g. Ratify Emergency Purchase from Amplivox Sound Systems
h. Ratify Emergency Purchase from Brutzmans

Human Services

i. Creating & Appointing the Criminal Justice Treatment Account Panel
j. Ratify 1st Amendment to Agreement w/WA St. Dept. of Commerce - Eviction Rent Assistance Program
k. Ratify 1st Amendment to Agreement w/WA St. Dept. of Commerce – COVID-19 Emergency Housing Grant
l. Ratify Agreement w/Goodwill Industries of Columbia, Inc.

Information Technology

m. Lease Agreement for Copier with Ricoh for Human Resources Dept.
n. Purchase IBM Video Streaming Service from SHI International Corp.

Juvenile

o. Public Works Contract w/Apollo Heating & Air
p. Personal Services Contract w/Karyn Oldfield
q. Fee for Services Truancy Contract w/Pasco School District

Prosecuting Attorney

r. Line Item Transfer – Current Expense Fund 0000-101, Dept. 117

Public Works

s. Approval of Franchise Agreement – Oasis Water Corporation
t. Approval of Franchise Agreement – Benton Irrigation District
u. Approval of Franchise Agreement – Paterson Heights Water Association
v. Approval of Franchise Agreement – Sundance Improvement Association
w. Extension of Contract w/Coleman Oil – Card Lock Service for Fuel
x. Approval to Purchase and Install Baffles in Water Tank Trailer from Tankmax, Inc.
y. Approval to Purchase Two Axle Assemblies from Six States Distributors, Inc.
z. Approval of Construction Plans – Moore Road Extension

Sheriff

aa. Purchase of Night Vision Sights from The Bunker

Public Comment

None.

Ratify Emergency Contract with Chervenell Construction Co.

Robert Blain presented the emergency contract with Chervenell Construction Co. for ratification by the Board. He said the contract was adding audio/video communication to courtrooms on site, in Prosser, and in the Jail for hearing rooms. He said this plan started awhile back and a small portion was in the capital plan; however, with COVID-19, they added to the design through the emergency order and entered into a contract with Chervenell Construction.

Paul Schut discussed funding of the project, including CARES Relief Funds ($3,575,752.00), WA State AOC Funds ($556,175.00) and Trial Court Improvement funds ($466,713.00).

Judge Ekstrom (via/WebEx) thanked everyone who made this possible by hosting their courtrooms in various parts of the facility. He mentioned that absent the changes in the jail itself, none of the installation would operate as it should, and that portion was key to making it work. He mentioned that all parties involved had been very flexible in making this work (including Prosecuting attorneys, defense attorneys, and District Court as well). He said a lot of conveniences were becoming expectations and there would be reasonable expectations of the public of the Courts going forward. Additionally, he discussed changes made to the design due to the CARES Act and they wanted to make sure they were using the public funds responsibly.

Judge Butler (via/WebEx) also thanked everyone and said this was essential to providing an efficient court system.

Chief Souza (via/WebEx) echoed it was a cooperative team experience and the project would improve safety in the jail, streamline the process for the court experience, inmates, attorneys and everyone involved.

MOTION: Commissioner Small moved to ratify the emergency contract with Chervenell Construction Company for the construction of the Courtroom Technology Upgrade as presented. Chairman Pro Tem Delvin seconded and upon vote, the motion carried.

FEMA Community Assistance Visit, Corrective Action Plan, and Professional Services Contract w/Safe Built LLC

Greg Wendt and Michelle Cooke, Planning updated the Board on the FEMA Community Assistance Visit.

Mr. Wendt said that every 10 years FEMA comes through and does an evaluation and a tour, and looks at procedures, policies and codes. They wrote Benton County a letter in June outlining their concerns and findings through that process and one of Benton County's duties is to present a corrective action plan.

- Improvements
    - Permitting process improvements – with both Planning Department and Building Departments co-located in Public Services Building has helped with coordination
    - All planners and building inspectors taking FEMA training
    - New floodplain and development permit process
    - Smartgov software platform – both departments working on the same software – provides coordination and consistency
    - Developing amendments to flood plain management regulations – will be presenting in the next 60 days

- Items to be addressed
    - Properties that need remediation – 83 violations were identified – Permit, Planning and Building have resolved 18 and submitted 11 for consideration; active violations down to 54 properties, most of which are documentation issues

- Corrective Action Plan – outlines each property and summarizes the remediation and steps
- Five (5) violations are quite complex and outside their current abilities – asking for outside assistance and ability to pursue a professional contract and have identified Safe Built as a good option for this service

The Planning Department requested the Board approve the Resolution and letter to FEMA and allow Planning Department to pursue a contract with Safe Built.

MOTION: Commissioner Small moved to approve the Resolution allowing the Planning Department to finalize and submit the Corrective Action Plan to FEMA prior to the October 6, 2020 deadline and authorize the Planning Manager to sign the Response Letter to FEMA on the Board's behalf. Chairman Pro Tem Delvin seconded and upon vote, the motion carried unanimously.

MOTION: Commissioner Small moved to authorize the Planning Department to pursue a Professional Services Contract with Safe Built LLC to assist with the implementation of the County's Corrective Action Plan for those properties that may require a more complex remediation process, in an amount not to exceed $17,500.00. Chairman Pro Tem Delvin seconded and upon vote, the motion carried unanimously.

Position Request – Temporary Truancy Counselor

Darryl Banks, Juvenile Administrator requested the Board approve posting and filling a temporary part-time seasonal Truancy Counselor. He said they use this position to help the schools monitor the attendance and provide case management services to youth.

Commissioner Small asked if Franklin County approved this position and Mr. Banks said they did not have currently have a requirement to approve positions before being posted and filled.

MOTION: Commissioner Small moved to approve position 1911 – Temporary Help Truancy Counselor to be posted and filled. Chairman Pro Tem Delvin seconded and upon vote, the motion carried unanimously.

Position Request – Relief Detention Officer

Darryl Banks, Juvenile Administrator said this was an on-call position they used to backfill vacation and sick leave and helped them manage their overtime budget and was an ongoing posting.

MOTION: Commissioner Small moved to approve an open posting for the Relief Detention Officer position and fill such positions as necessary. Chairman Pro Tem Delvin seconded and upon vote, the motion carried.

CARES Act Amendment "A" to Agreement w/WA State Department of Commerce

County Administrator Jerrod MacPherson presented Amendment "A" to the original CARES Act agreement. He said the original agreement provided for over $11 million for expenses and community grants related to COVID-19. Benton County was notified that was an additional $4 million available from the Dept of Commerce and they have been working to identify needs in the community. He said that Mr. Rasmussen identified a need for child-care providers in the area, as well as upgrades to audio and video recording equipment, and ongoing COVID related expenses for Benton County. Additionally, the Amendment "A' would extend the deadline through the end of November 2020.

MOTION: Commissioner Small moved to authorize the Chairman to sign Amendment "A" to the contract with the Department of Commerce in the amount of $4,036,000.00 for a total contract amount of $15,135,000.00 as presented. Chairman Pro Tem Delvin seconded and upon vote, the motion carried unanimously.

Executive Session – Pending/Potential Litigation

Mr. MacPherson announced at 9:30 a.m. the Board would be going into executive session for up to 20 minutes to discuss pending/potential litigation. The Board briefly recessed to reconvene in the Executive Conference Room.

The Board went into executive session at 9:37 a.m. for up to 20 minutes with Attorney Mike Kitson (via/teleconference) to discuss pending/potential litigation. Present were Chairman Pro Tem Delvin, Commissioner Small (via/teleconference), Jerrod MacPherson, Matt Rasmussen and Cami McKenzie. The Board came out of executive session at 9:58 a.m. and briefly recessed to reconvene back in the Commissioners' Conference Room.

Chairman Pro Tem Delvin announced that no decisions were made in executive session.

MOTION: Commissioner Small moved to approve the letter to Alan Harvey in response to the additional whistleblower complaint of September 16, 2020 as presented. Chairman Pro Tem Delvin seconded and upon vote, the motion carried.

Executive Session - Review Performance of Public Employee

At 10:00 a.m. Mr. MacPherson announced the Board would go back into executive session for up to 10 minutes to review the performance of a public employee. The Board briefly recessed to reconvene in the Executive Conference Room.

The Board went into executive session at 10:00 a.m. for up to 10 minutes to discuss the performance of a public employee. Present were Chairman Pro Tem Delvin, Commissioner Small (via/teleconference), Jerrod MacPherson, Matt Rasmussen and Cami McKenzie. The Board came out of executive session at 10:04 a.m. and briefly recessed to reconvene back in the Commissioners' Conference Room.

The Chairman announced that no decisions were made in executive session.

Resolutions

2020-660: Incentive Payment MOU with Social Security Administration
2020-661: RFQ and Proposals for Inmate Food Services – CB 20-24
2020-662: 2nd Contract Amendment with Tri-Cities Chaplaincy
2020-663: Third Amendment to Professional Services Agreement w/Ideal Options
2020-664: Line Item Transfer – Current Expense Fund – Dept. 111
2020-665: Ratify Emergency Purchase from Compunet
2020-666: Ratify Emergency Purchase from Amplivox Sound Systems
2020-667: Ratify Emergency Purchase from Brutzmans
2020-668: Creating & Appointing the Criminal Justice Treatment Account Panel
2020-669: Ratify 1st Amendment to Agreement w/WA St. Dept. of Commerce - Eviction Rent Assistance Program
2020-670: Ratify 1st Amendment to Agreement w/WA St. Dept. of Commerce – COVID-19 Emergency Housing Grant
2020-671: Ratify Agreement w/Goodwill Industries of Columbia, Inc.
2020-672: Lease Agreement for Copier with Ricoh for Human Resources Dept.
2020-673: Purchase IBM Video Streaming Service from SHI International Corp.
2020-674: Public Works Contract w/Apollo Heating & Air
2020-675: Personal Services Contract w/Karyn Oldfield
2020-676: Fee for Services Truancy Contract w/Pasco School District
2020-677: Line Item Transfer – Current Expense Fund 0000-101, Dept. 117
2020-678: Approval of Franchise Agreement – Oasis Water Corporation
2020-679: Approval of Franchise Agreement – Benton Irrigation District
2020-680: Approval of Franchise Agreement – Paterson Heights Water Association
2020-681: Approval of Franchise Agreement – Sundance Improvement Association
2020-682: Extension of Contract w/Coleman Oil – Card Lock Service for Fuel
2020-683: Approval to Purchase and Install Baffles in Water Tank Trailer from Tankmax, Inc.
2020-684: Approval to Purchase Two Axle Assemblies from Six States Distributors, Inc.
2020-685: Approval of Construction Plans – Moore Road Extension
2020-686: Purchase of Night Vision Sights from The Bunker
2020-687: Ratifying Emergency Contract with Chervenell Construction Company
2020-688: National Flood Insurance Program Community Assistance Visit – FEMA – Benton County's Corrective Action Plan
2020-689: Approval of Amendment A to WA State Dept. of Commerce Agreement – Cares Act – Covid-19

There being no further business before the Board, the meeting adjourned at approximately 10:05 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	Agreement for Student Engagement Coordinator (WSA)
Presenter:	Brenda Chilton
Prepared By:	Brenda Chilton
Reviewed By:	Reid Hay, DPA

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 legislature passed ESB 6313 in 2020 providing funding for the implementation of a provision of Section 10 of the bill to establish a Student Engagement Hub (HUB) at WSU Tri-Cities. Benton County applied for and received $25,112.44 in funding for implementation of the HUB at WSU Tri-Cities. Benton County, along with several other counties falling under the same requirements of ESB 6313 have agreed to use a portion of the grant dollars to fund a statewide Student Engagement Coordinator, with duties as set forth in the Agreement. Benton County's contribution to the Student Engagement Coordinator position is $2,000.00.

Fiscal Impact

None. Grant funds have been received and are being used.

Recommendation

Sign the Agreement between the Washington Student Association and Benton County.

Suggested Motion

Move to authorize the Chairman of the Board to sign the Agreement between the Washington Student Association and Benton County to provide $2,000.00 in funding for the services of a Student Engagement Coordinator as set forth in the Agreement, which services cover the period of September 1, 2020 through December 31, 2020.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT BETWEEN THE WASHINGTON STUDENT ASSOCIATION AND BENTON COUNTY,

WHEREAS, the legislature passed ESB 6313 in 2020 providing funding for the implementation of a provision of Section 10 of the bill to establish a Student Engagement Hub (HUB) at WSU Tri-Cities;

WHEREAS, Benton County applied for and received $25,112.44 in funding for implementation of the HUB at WSU Tri-Cities;

WHEREAS, Benton County, along with several other counties falling under the same requirements of ESB 6313 have agreed to use a portion of the grant dollars to fund a statewide Student Engagement Coordinator, with duties as set forth in the Agreement;

WHEREAS, Benton County's contribution to the Student Engagement Coordinator position is $2,000.00; **NOW, THEREFORE,**

BE IT RESOLVED, the Chairman of the Board is authorized to sign the Agreement between the Washington Student Association and Benton County to provide $2,000.00 in funding for the services of a Student Engagement Coordinator as set forth in the Agreement, which services cover the period of September 1, 2020 through December 31, 2020.

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

B. Chilton; L. Roe; A. Hatfield

AGREEMENT BETWEEN BENTON COUNTY
AND
WASHINGTON STUDENT ASSOCIATION

1. Grantee	2.Contract Amount	3. Tax ID#
Washington Student Association 901 Columbia St. SW, Ste 201 Olympia, WA 98501	$2,000	91-1192925

4. Grantee Representative	5. County's Representative
Zackary Turner, Executive Director Washington Student Association 901 Columbia St. SW, Ste 201 Olympia, WA 98501 (425) 205-8544 zack@wastudents.org	Amanda Hatfield, Elections Manager Benton County Auditor's Office PO Box 470 Prosser, WA 99350 (509) 736-3085 amanda.hatfield@co.benton.wa.us

6. DUNS#	7. Start Date	8. End Date
602898884	09/01/2020	12/31/2020

9. CFDA #	10. State Agency:
N/A	Washington Office of the Secretary of State

11. Grant Purpose & Description: Pursuant to Section 23 of Engrossed Senate Bill 6313, Chapter 208, Laws of 2020 (ESB 6313), funding shall be provided for the establishment of Student Engagement Hubs at universities and institutions.

12. IN WITNESS WHEREOF BENTON COUNTY and WASHINGTON STUDENT ASSOCIATION, acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. 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 hereto.

FOR THE GRANTEE:	FOR BENTON COUNTY:
Zackary Turner 9/22/2020 Signature Date	Signature Date
Zackary Turner Name	Name
Executive Director Title	Title
	Approved as to Form: _____ Reid Hay, Deputy Prosecuting Attorney

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

The WASHINGTON STUDENT ASSOCIATION (WSA) shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

The COUNTY shall reimburse the WSA an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The WSA's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in Attachment "B". Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the COUNTY's representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the COUNTY. Requests for reimbursement by the WSA shall be made on or before the 10th of each month for the previous month's expenditures. In conjunction with each reimbursement request, the WSA shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. December's reimbursement **request must be received no later than January 10th** to be allowable under this AGREEMENT. **Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

A reimbursement voucher is provided and required for requests for payment. Requests for reimbursement shall be submitted electronically and/or in paper form to:

Amanda Hatfield, Elections Manager
Benton County Auditor's Office
PO Box 470
Prosser, WA 99350

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the WSA.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this

AGREEMENT. WSA and/or employees, agents or any subrecipient contractors performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. WSA will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will WSA make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Benton County, Washington.

SECTION NO. 6: COUNTY REPRESENTATIVE

The COUNTY hereby appoints and the WSA hereby accepts the COUNTY's representative or his/her designee as identified on the FACE SHEET as the COUNTY's liaison for the purpose of administering this AGREEMENT. The WSA hereby appoints and the COUNTY hereby accepts the WSA's representative or his/her designee as identified on the FACE SHEET as the WSA's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 7: COMPLIANCE WITH LAWS

WSA and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, WSA shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

A. WSA must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.

B. WSA shall comply with and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW

90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

WSA shall comply with all applicable federal/state non-discrimination laws, regulations and policies. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the WSA, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. WSA is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 8: NONCOMPLIANCE WITH NON-DISCRIMINATION LAWS

During the performance of this AGREEMENT, the WSA shall comply with all federal, state and local nondiscrimination laws, regulations and policies. In the event of the WSA's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The WSA shall however, be given a reasonable time in which to cure the noncompliance. Any dispute may be resolved in accordance with the Dispute Resolution Section of this AGREEMENT.

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE ADA 28 CFR PART 35

The WSA must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 10: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, WSA may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the second day after mailing to WSA. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed WSA pursuant to Section No. 33 below, or prohibit WSA from incurring additional obligations of funds. In the event of termination, WSA shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 11: TERMINATION OR SUSPENSION FOR CAUSE

In the event the COUNTY, in its sole discretion, determines WSA has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders WSA unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify the WSA in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow WSA an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate WSA's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows WSA an opportunity to cure, the COUNTY shall notify the WSA in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed WSA pursuant to Section No. 34 below, or prohibit WSA from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by WSA, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, WSA shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that WSA: (1) was not in default or material breach, or (2) failure to perform was outside of WSA's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

SECTION NO. 12: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, WSA shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require WSA to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, the COUNTY shall pay to WSA an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, the amount agreed upon by WSA and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to WSA for termination. The COUNTY may withhold from any amounts due to WSA such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, WSA shall:

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

B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;

C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of the WSA under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;

E. Complete performance of such part of the work as shall not have been terminated by the COUNTY in compliance with all contractual requirements; and

F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of WSA and in which the COUNTY has or may acquire an interest.

SECTION NO. 13: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 14: CONFLICT OF INTEREST

No officer or employee or governing body member of the COUNTY or WSA exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to WSA terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided above, the COUNTY shall be entitled to pursue the same remedies against WSA as it could pursue in the event of a breach of the AGREEMENT by WSA. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 15: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or WSA at the address set forth on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-tine designate by notice in writing to the other Party.

SECTION NO. 16: AMENDMENTS

This AGREEMENT may be amended by mutual consent of the PARTIES. No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and signed by the personnel authorized to bind each of the PARTIES.

SECTION NO. 17: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION NO. 18: INDEMNIFICATION

WSA shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with this AGREEMENT, PROVIDED, that the WSA's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the WSA, any subcontractor, volunteer, 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 WSA or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the WAS expressly waives any immunity the WSA might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this AGREEMENT, the WSA 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 WSA makes with any subcontractor or agent performing work hereunder. WSA's obligations under this Section 18 shall survive termination and expiration of this AGREEMENT.

The WSA'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 WSA, or the WSA's employees, volunteers, agents, or subcontractors.

SECTION NO. 19: ALL WRITINGS CONTAINED HEREIN

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 hereto. The WSA has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the WSA to execute the same.

SECTION NO. 20: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 21: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contain within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT and 3) violation of any laws or regulations that renders WSA unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by WSA and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' experience. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and the pertinent provisions of the laws of the State of Washington, relating to arbitration. The situs of any proceeding before the panel shall occur in Benton County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

SECTION NO. 22: NO THIRD-PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 23: SURVIVAL

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

SECTION NO. 24: INSURANCE

WSA shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: WSA shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that BENTON COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Benton County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN BENTON COUNTY AND WASHINGTON STUDENT ASSOCIATION".

WORKERS COMPENSATION: If WSA has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be WSA's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: WSA shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of $1,000,000.00.

Any exclusion to WSA's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Benton County Risk Management Department. WSA's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for WSA and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Benton County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on WSA's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance

afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by WSA.

Failure of WSA to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve WSA from liability in excess of such amounts.

SECTION NO. 25: AUDIT

A. General Requirements

WSA shall procure audit services based on the following guidelines.

The WSA shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

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

The COUNTY reserves the right to recover from the WSA all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The WSA must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

The WSA, expending $750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, is required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the WSA is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the WSA in accordance with 2 CFR Part 200.

The WSA shall include the above audit requirements in any subcontracts.

In any case, the WSA's financial records must be available for review by the COUNTY and the Washington State Department of Commerce.

C. Documentation Requirements

The WSA must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 2 COMPENSATION.

In addition to sending a copy of the audit, when applicable, the WSA must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
- Copy of the Management Letter.

SECTION NO. 26: SITE SECURITY

While on COUNTY premises, the WSA, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION NO. 27: RIGHT OF INSPECTION

The WSA shall provide right of access to its facilities to the COUNTY, or any of its officers, or to any other authorized agent or COUNTY official at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 28: TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the WSA's income or gross receipts, any other taxes, insurance or expenses for the WSA or its staff shall be the sole responsibility of the WSA.

SECTION NO. 29: SUBCONTRACTORS

The WSA may only subcontract work contemplated under this AGREEMENT if it obtains the prior written approval of the COUNTY.

If the COUNTY approves subcontracting, the WSA shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the COUNTY in writing may: (a) require the WSA to amend its subcontracting procedures as they

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. The WSA is responsible to the COUNTY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The WSA shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of the WSA to the COUNTY for any breach in the performance of the WSA's duties.

Every subcontract shall include a term that the COUNTY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

SECTION NO. 30: SUBCONTRACTOR DATA COLLECTION

The WSA will submit reports, in a form and format to be provided by the COUTNY and at intervals as agree by the PARTIES, regarding work under this AGREEMENT performed by subcontractors and the portion of the AGREEMENT funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned and veteran-owned business subcontractors.

SECTION NO. 31: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by WSA.

SECTION NO. 32: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 33: RECORDS

A. WSA agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect WSA's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").

B. WSA's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by WSA with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.

C. The records shall be made available by WSA for such inspection, and audit together with suitable space for such purpose, at any and all times during WSA's normal working day.

D. WSA shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT.

SECTION NO. 34: LOSS OR REDUCTION OF FUNDING

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 or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing WSA an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

SECTION NO. 35: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

1. All material provided to WSA by the COUNTY that is designated as "confidential" by the COUNTY;
2. All material produced by WSA that is designated as "confidential" by the COUNTY; and
3. All personal information in the possession of WSA that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. WSA shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. WSA shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the COUNTY or as may be required by law. WSA shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, WSA shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. WSA shall make the changes within the time period specified by the COUNTY. Upon request, WSA shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by WSA against unauthorized disclosure.

C. Unauthorized Use or Disclosure. WSA shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 36: ACCESS TO DATA

In compliance with RCW 39.26.180, the WSA shall provide access to data generated under this AGREEMENT to the COUTY, at no additional cost. This includes access to all information that supports the finding, conclusions and recommendations of the WSA's reports, including computer models and the methodology for those models.

SECTION NO. 37: POLITICAL ACTIVITIES

Political activity of the WSA employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 38: PUBLICTY

WSA agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

SECTION NO. 39: RECAPTURE

In the event the WSA fails to perform this AGREEMENT in accordance with state laws, federal laws and/or the provisions of the AGREEMENT, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the WSA of funds under this recapture provision shall occur within the time-period specified by the COUNTY.

SECTION NO. 40: LICENSING, ACCREDITATION, AND REGISTRATION

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

EXHIBIT "A"

STATEMENT OF WORK – STATEWIDE STUDENT ENGAGEMENT COORDINATOR

The purpose of the Statewide Student Engagement Coordinator is to increase civic engagement, voter registration, and voter turnout by public four year students of higher education that would previously be served by section 10 of Senate Bill 6313. The Statewide Student Engagement Coordinator will work as a point of contact for County Auditors, college administrators, student government officials, and the office of the Secretary of State. Additionally, the Coordinator will work to implement a statewide communications strategy and assist student government officials in their GOTV/VR work. The Coordinator position will be funded for a total of ten weeks, starting September 1st and ending the week after the general election.

The Coordinator position will be administered by the Washington Student Association, and will be subject to the WSA's Personnel Policy.

The timeline and activities set forth below will not be entirely covered with the funding amount as set forth within this Agreement. It is anticipated that seven other additional Washington State Counties will contract with WSA to ensure that funding is available to complete the below scheduled timeline and activities. It is anticipated that the total funding amount from all Counties, including Benton County will amount to $16,000. The timeline and activities are as follows:

Aug 14	Application Posted	
Aug 25 - 1	Application Closes	Interviews, hiring
Sep 1 - 4	Training/Develop Outreach Plan	Onboarding process, familiarity to position
Sep 7 - 11	Stakeholders	Meet with stakeholders, continuation of plan development
Oct	Trainings	Coordinator hosts several training sessions for students on how to run a hub, online VR tactics, etc.
Sep - Nov	Implementation	Coordinator works to implement the outreach plan.
Nov 2 - 3	Statewide Student GOTV	Coordinator hosts a statewide virtual GOTV event
Nov 3	Communications	Coordinator acts as a communication hub between auditors and students, provides logistical support for in person hubs.
Nov 4 -Dec 31	Wrap Up & Debrief	Coordinator works with stakeholders to hold debrief meetings and write up summary report for WSA, County Auditors and Universities.

EXHIBIT "B"

BUDGET DETAIL

Statewide Student Engagement Coordinator	$2,000.00
Total	**$2,000.00**

In order to be eligible for reimbursement, all expenses must include supporting documentation.

Certificate Of Completion

Envelope Id: 04A78D23A0654E8FBA7B81C530440A8F
Subject: Benton-WSA Contract.pdf
Source Envelope:
Document Pages: 16
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Zackary Turner
zack@wastudents.org
IP Address: 64.207.219.9

Record Tracking

Status: Original
9/22/2020 2:56:55 PM

Holder: Zackary Turner
zack@wastudents.org

Location: DocuSign

Signer Events	Signature	Timestamp
Zackary Turner zack@wastudents.org Zackary Turner Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 24.18.22.99	Sent: 9/22/2020 2:56:56 PM Viewed: 9/22/2020 2:57:02 PM Signed: 9/22/2020 2:57:37 PM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2020 2:56:56 PM
Certified Delivered	Security Checked	9/22/2020 2:57:02 PM
Signing Complete	Security Checked	9/22/2020 2:57:37 PM
Completed	Security Checked	9/22/2020 2:57:37 PM

Payment Events	Status	Timestamps

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/06/2020
Subject:	Cancel Old Warrants
Presenter:	N/A
Prepared By:	Rayce Miller
Reviewed By:	Aileen Coverdell

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

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

Summary / Background Information

Pursuant to RCW 36.22.100 "Registered or interest bearing county warrants not presented within one year of the date of their call, and all other county warrants not presented within one year of the date of their issue shall be canceled by the legislative authority of the county and the auditor and treasurer of the county shall cancel all record of such warrants, so as to leave the funds as if such warrants had never been drawn".

Fiscal Impact

Amount: $2,692.95

Fund: Current Expense 0000-101

Recommendation

Pass the resolution

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CANCELLATION OF UNCLAIMED WARRANTS AS SET FORTH IN RCW 36.22.100.

WHEREAS, RCW 36.22.100, Cancellation of Unclaimed Warrants, specifies in part "…warrants not presented within one year of the date of their issue shall be canceled by legislative authority of the county…"; and

WHEREAS, certain warrants have not been presented for payment within one year of the date of their issue, from the following funds:

Name of Fund	Number	Outstanding Balance
Current Expense	0000-101	$2,692.95
		TOTAL $2,692.95

BE IT RESOLVED, by the Board of Benton County Commissioners, that all outstanding warrants issued on July 1,2017 thru June 30, 2018 are hereby canceled. The Auditor and Treasurer of Benton County are instructed to cancel all record of such warrants, so as to leave the funds as though such warrants had never been drawn.

BE IT FURTHER RESOLVED, the Auditor of Benton County is instructed to exclude outstanding warrants that are redeemed after the preparation, but before the passage of this resolution and all outstanding warrants that are requested in writing by the issuing departments to remain outstanding.

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Cc: L. Roe, R. Miller

Stale Dated Outstanding Warrants 06/30/2018

Benton County Current Expense

Check Date	Warrant #	Amount	Vendor Name
Current Expense			
7/6/2017	159898	$13.03	KENT, SANDRA
7/6/2017	159913	$16.35	LUND, TRACY
7/6/2017	159931	$17.69	MEYER, MANDY
7/6/2017	159939	$12.40	NEWCOMB, KEVIN
7/6/2017	159956	$16.23	QUINLAN-GREGO, DEVIN
7/6/2017	159995	$25.74	STEINWAND, ZACHERY
7/6/2017	160005	$13.23	THOMPSON, MICHAEL
7/6/2017	160007	$15.83	TORIE, CECELIA
7/21/2017	160614	$16.91	MILEV, TODD
8/4/2017	161305	$14.21	ANDERSON, NICOLE
8/4/2017	161339	$11.96	DUDDY, MICHAEL
8/4/2017	161342	$29.36	EVANS, RANA
8/4/2017	161397	$15.00	MOSCA, ANGELIQUE
8/4/2017	161424	$39.94	SPLETT, GAIL
8/4/2017	161427	$12.53	STEWART, RYAN
8/4/2017	161442	$12.99	WARREN, ROBERTA
8/11/2017	161596	$14.16	BROWN, ROBIN
8/11/2017	161602	$26.79	CARLSON, CLARK
8/11/2017	161639	$13.71	KILLEN, CLYDE
8/11/2017	161643	$13.87	LEE, CHRISTOPHER
8/11/2017	161647	$16.63	LINEBERRY, ASHLEY
8/11/2017	161697	$17.88	THOMAS, DAVID
8/25/2017	162328	$17.60	DIAZ, IRIS
9/1/2017	162529	$20.00	LOWE, CALEB
9/1/2017	162544	$17.39	PLUMLEE, GARRETT
9/15/2017	163034	$10.00	TAYLOR, CHRYSTAL
9/22/2017	163496	$18.67	CARLSTON, DEAN
9/22/2017	163525	$41.48	KAY, BRUCE
9/22/2017	163549	$50.34	PALMUS, PATRICK
10/6/2017	164097	$16.32	BISSON, TIM
10/6/2017	164131	$18.57	HOLLAND, MICHAEL
10/6/2017	164139	$18.10	KIMMEL, GREGORY
10/6/2017	164179	$11.44	ROLAND, TREVOR
10/20/2017	164487	$22.34	BLACKBURN, SHIRLEY
10/20/2017	164535	$6.79	MURSTIG, MARTHA
10/20/2017	164555	$14.24	THOMAS, JOSEPH
10/27/2017	165245	$16.54	HOOPES, SUNDAY
11/17/2017	165931	$14.22	LUCAS, DEBRA
11/17/2017	165942	$12.03	PAUL, JAMES
11/17/2017	165947	$17.04	PITKIN, BRADLEY
11/17/2017	165948	$18.43	PLAYTER, WILLIAM
12/8/2017	167002	$18.67	BESEL, KAROLA
12/8/2017	167012	$106.48	CARNAHAN, DANIELLE
12/8/2017	167026	$81.32	EDDY, MIKE
12/8/2017	167044	$24.78	FOX, JOEL
12/8/2017	167094	$18.85	MAYA, MELISSA
12/8/2017	167101	$14.01	MORALES, EDWIN
12/8/2017	167153	$15.93	TURNIDGE, TERESA
12/8/2017	167158	$21.19	WEBB, FREDERICK
12/22/2017	167640	$16.69	BURKHARDT, KEITH

Stale Dated Outstanding Warrants 06/30/2018

Benton County Current Expense

Check Date	Warrant #	Amount	Vendor Name
Current Expense			
12/22/2017	167646	$12.33	CHANEY, CARRIE
12/22/2017	167666	$18.39	GERHOLD, TRACY
12/22/2017	167672	$14.73	HARRISON, GREGORY
12/22/2017	167702	$16.76	MINOR, LIA
12/22/2017	167712	$13.32	PELL, JESSICA
12/22/2017	167746	$12.90	VALIANT, GARRETT
1/19/2018	168806	$12.78	NIX, KIMBERLY
2/2/2018	169586	$17.04	MARSH, CARL
2/2/2018	169589	$17.43	MCINTYRE, JANICE
2/2/2018	169643	$12.14	THOELKE, HAILEY
2/2/2018	169650	$15.45	WEINER, CECILLE
2/16/2018	169992	$12.46	BECKER, CHASE
2/16/2018	170013	$16.89	CARDENAS, JORDAN
2/16/2018	170049	$17.77	EDWARDS, MARY
2/16/2018	170066	$27.42	GAUDREAULT, JESSICA
2/16/2018	170106	$13.99	KEANE, KINDA
2/16/2018	170113	$17.16	KRISHER, AMANDA
2/16/2018	170119	$13.63	LEVY, CRAIG
2/16/2018	170165	$16.86	PETRICH-GUY, MARY
2/16/2018	170181	$11.41	ROSS, REBECCA
2/16/2018	170200	$18.03	SHIELDS, KEITH
2/16/2018	170244	$17.54	YOUNG, NIKOLE
3/2/2018	171109	$20.46	HARRIS, ALMA
3/2/2018	171129	$14.49	JONES, GREGORY
3/2/2018	171159	$13.26	LEE, KIM
3/2/2018	171194	$15.71	MILLS, KATHRYN
3/2/2018	171198	$17.12	MOORE, MICHAEL
3/2/2018	171261	$16.42	SILVAN, AMY
3/2/2018	171295	$29.51	THOMAS, DREW
3/2/2018	171305	$12.79	VAN DYKE, DAVID
3/2/2018	171308	$15.68	WALLACE, EMILY
3/23/2018	172176	$32.00	CLAYTON, KELLY
3/23/2018	172183	$19.40	CRAIG, PHILIP
3/23/2018	172229	$12.49	HERNANDEZ, JOSE
3/23/2018	172232	$31.92	HOOD, DERIK
3/23/2018	172267	$17.31	MCCALLUM, SHEPARD
3/23/2018	172282	$15.34	MUNGUIA, REFUGIO
3/23/2018	172287	$17.88	NOVAK, MEGAN
3/30/2018	172784	$18.34	GUTIERREZ, NICOLE
3/30/2018	172785	$14.69	HAGER, KIMBERLY
3/30/2018	172829	$15.49	NUNDAHL, RANDALL
3/30/2018	172831	$21.86	OLDHAM, JOHN
3/30/2018	172835	$13.24	OTTO, ERIC
3/30/2018	172848	$17.99	REINEMANN, ABIGAIL
3/30/2018	172878	$13.10	WANDLING, STACI
4/20/2018	173526	$11.94	AGBISIT, ADAM
4/20/2018	173538	$16.53	BILOW, COREY
4/20/2018	173539	$55.44	BLAIN, RYAN
4/20/2018	173563	$42.36	DUNCAN, KRENA
4/20/2018	173583	$30.20	KENNING, NICHOLAS

Stale Dated Outstanding Warrants 06/30/2018

Benton County Current Expense

Check Date	Warrant #	Amount	Vendor Name
Current Expense			
4/20/2018	173607	$23.88	RIHA, KRYSTIN
4/27/2018	174054	$13.63	BLATTER, KYLE
4/27/2018	174059	$15.59	BRANSON, JILL
4/27/2018	174082	$17.29	DE LA PENA, ANTONIO
4/27/2018	174085	$27.81	DELP, TONY
4/27/2018	174091	$26.94	EDISON, AMANDA
4/27/2018	174095	$11.06	FLANNERY, KERRIE
4/27/2018	174135	$11.69	KEEFE, RUTH
4/27/2018	174147	$27.60	LARSEN, STACY
4/27/2018	174151	$13.23	LOOMIS, ERIK
4/27/2018	174169	$11.22	MOREHOUSE, SUSAN
4/27/2018	174198	$16.90	RIVERA, JUSTIN
4/27/2018	174206	$15.69	SARGENT, ROGER
5/18/2018	174825	$17.02	BRUTSCHER, JARED
5/18/2018	174884	$16.95	KETHAN, JASON
5/18/2018	174902	$26.10	MC LAIN, ALEXANDER
5/18/2018	174903	$17.77	MCCOY, AMANDA
5/18/2018	174915	$14.68	MOULTON, WILLIAM
5/18/2018	174947	$12.58	SAUVE, MARY
5/18/2018	174964	$19.07	TAYLOR, VICTORIA
5/18/2018	174993	$69.45	YOUNT, JEREMIAH
6/1/2018	175639	$14.53	ANDERSON, BRADLEY
6/1/2018	175640	$35.76	ANDERSON, JOSH
6/1/2018	175642	$12.35	BALDERAS-MOORE, ELIZABETH
6/1/2018	175645	$34.72	BARR, BENJAMIN
6/1/2018	175658	$12.89	DIAZ, AMALIA
6/1/2018	175665	$40.28	EDIE, WILLIAM
6/1/2018	175800	$16.00	WEBER, KELLY
6/15/2018	176177	$71.90	CARLSON, TIMOTHY
6/15/2018	176395	$10.00	JESSUP, LESLIE
6/15/2018	176404	$20.90	LARSON, JAMIE R
6/15/2018	176398	$12.18	KEELING, CHRISTOPHER
		$2,692.95	
	TOTAL	**$2,692.95**	

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND NUMBER 0305101, 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

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Capital Projects | Fund Nbr: 0305101

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
594.130	6201	Buildings	$2,472,053	597.100	0501	T/O to Equip Rental and Revolving Fund	$2,472,053
TOTAL			$2,472,053	TOTAL			$2,472,053

Explanation:

The Capital Projects Fund forgave the loan with ER&R on 9/22/2020. The line item transfer appropriates budget so the Auditor's office can make the proper journal entries.

Prepared by: Linda Ivey | Date: 9/23/20

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 VIT IMPACT FUND NUMBER 0153101, 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

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Vit Impact | Fund Nbr: 0153101

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
511.711	4103	Professional Services	$58,730	597.100	0017	Transfer out to Capital Projects Fund	$658,730
594.110	4189	Contingency	$600,000				
TOTAL			$658,730	TOTAL			$658,730

Explanation:

Per Resolution 2019-279, The fund balance of the Vit Impact fund is approved to transfer to the Capital Projects Fund. The line item transfer appropriates budget so the Auditor's office can make the proper journal entries. The Vit Impact Fund is closed.

Prepared by: Linda Ivey | Date: 9/23/20

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 PROBATION ASSESSMENT FUND NUMBER 0131101, 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

L Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Probation Assessment | Fund Nbr: 0131101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.410	4103	Professional Services	$26,400
512.410	4201	Postage	$36,000
512.410	3101	Supplies	$9,572
TOTAL			$71,972

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
597.100	0005	Transfer out Current Expense	$71,972
TOTAL			$71,972

Explanation:

Per Resolution 2019-368, The fund balance of the Probation Assessment fund is approved to transfer to Current Expense. The line item transfer appropriates budget so the Auditor's office can make the proper journal entries. The Probation Assessment Fund is closed.

Prepared by: Linda Ivey | Date: 9/23/20

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	First Contract Amendment with Meier Architecture & Engineering, Inc. for the design of the Courtroom Audio Visual Upgrade Project
Presenter:	N/A
Prepared By:	Paul Schut
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

On May 26, 2020, the County Administrator entered into a contract with Meier Architecture & Engineering, Inc. to provide architectural and engineering services for the Courtroom Audio Visual Upgrade Project; and

Per Resolution 2020-381, the Board of County Commissioners ratified the contract with Meier Architecture & Engineering, Inc.; and

The attached amendment expands the scope of work to include additional electrical and mechanical engineering services associated with the expansion of the original design, and increasing the compensation from $193,000.00 to $200,800.00

Fiscal Impact

Amount: $7,800.00 Plus W.S.S.T

Funds: Current Expense – Department 139 -

Recommendation

Approve the attached contract Amendment with Meier Architecture & Engineering, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH MEIER ARCHITECTURE & ENGINEERING, INC. FOR THE COURTROOM AUDIO VISUAL UPGRADE PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER

WHEREAS, on May 26, 2020, the County Administrator entered into a contract with Meier Architecture & Engineering, Inc. to provide architectural and engineering services for the Courtroom Audio Visual Upgrade Project; and

WHEREAS, per Resolution 2020-381, the Board of County Commissioners ratified the contract with Meier Architecture & Engineering, Inc.; and

WHEREAS, the attached amendment expands the scope of work to include additional electrical and mechanical engineering services associated with the expansion of the original design, increasing the compensation from $193,000.00 to $200,800.00

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached first amendment to the professional services contract, to update the scope of work, and increase the compensation amount up to $200,800.00 including WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the first amendment to the professional services contract attached hereto.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: File – Facilities P. Schut
cc: Auditors; S.Araiza; Meier Enterprises, Inc.

FIRST SERVICE CONTRACT AMENDMENT

THIS CONTRACT made and entered into this _____ day of _____ 2020 by and between **BENTON COUNTY,** a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **MEIER ARCHITECTURE & ENGINEERING, INC.,** a corporation organized under the laws of the State of Washington, with it principal address at 12 W Kennewick Ave, Kennewick WA 99336 (hereinafter "CONTRACTOR").

The parties entered into a Service Contract dated May 26, 2020 (the "CONTRACT") to provide Architectural and Engineering Services for the Courtroom Technology Project Upgrade; and

Whereas, upon mutual agreement of both parties, the original scope of work shall be expanded to include additional mechanical and electrical engineering services; and

Whereas, this first amendment is necessary to update the current Scope of Work, and Compensation to include the agreed upon additional services.

The parties agree that all provisions of their contact remain in effect except for the following amendments:

1. **CONTRACT DOCUMENTS** existing Exhibit A, Scope of Work shall be updated to include the additional services as described in the attached hereto as:

   Exhibit C, Additional Scope of Work; and

5. **COMPENSATION- SECTION 5** shall be amended and replaced in its entirety with the following:

   a) For services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A & C which is attached hereto and incorporated herein by reference.
   b) The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed two hundred thousand eight hundred dollars ($200,800.00), including W.S.S.T.
   d) The CONTRACTOR may, in accordance with Exhibit A & C, 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 the CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

Orig.: File – Facilities P. Schut
cc: Auditors; S.Araiza; Meier Enterprises, Inc.

IN WITNESS WHEREOF the Chairman of the Board of the Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract, on the day and year first above written.

BENTON COUNTY	**MEIER ARCHITECTURE & ENGINEERING , INC.**
_____	Bali Rai
Chairman of the Board	**Signature**
Date: _____	**Date:** 9/24/2020

Approved as to Form:

_____

Deputy Prosecuting Attorney

Orig.: File – Facilities
cc: Auditors; S.Araiza; Meier Enterprises, Inc.

P. Schut

Paul Schut

From: Eric Andrews
Sent: Thursday, September 24, 2020 3:16 PM
To: Paul Schut
Subject: RE: Contract Amendment Review - Meier

This contract is approved as to form.

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

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

From: Paul Schut <Paul.Schut@co.benton.wa.us>
Sent: Wednesday, September 23, 2020 10:26 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Contract Amendment Review - Meier

Eric,

Can you please review and approve to form the attached amendment for Meier Architecture? The original contract is attached as well.

Thanks,

Paul Schut
Procurement & Contract Coordinator
Benton County Commissioners' Office
509-737-3943

Change Request

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

PROJECT: BENTON COUNTY COURTROOM TECHNOLOGY UPGRADE

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

PROJECT UNDERSTANDING (Original):
We are modifying two (2) former jail cell pods into arraignment rooms. These once, mostly open rooms, now have six (6) small arraignment booths in each; the booths are approximately 3.5' x 4.5' in size, have a hard lid ceiling at 8.5', and an existing hard lid ceiling further up at 10'.

Each of these booth walls extend to the 10' hard lid ceiling. The existing ductwork to these cell pods is above that 10' hard lid ceiling, and diffusers into these rooms appear to be south of the new booth walls.

Modify the two (2) former jail cells HVAC so that the booths have air.

Modify the two (2) existing bathrooms in these cell pods.

Perform lighting calculations showing existing lighting and proposed lighting based on illumination engineering society recommendations (IES).

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

1. Provide Meier personnel with access to the rooms.
2. Provide any available drawings in PDF, and if available, DWG format.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide comments within five (5) working days from receipt of documents for review.
5. Pay for needed permits.

SCOPE OF SERVICES:

1. Remove ductwork in the area of each cell block back to main extending from existing VAV boxes that serve each area. Redistribute air available from each VAV box with new ductwork over the new arraignment booths and the arraignment pod common area and specify new grilles and diffusers to accommodate new ceiling configuration. Include

HVAC demolition and new layout plans, details as applicable, schedules, and specifications for all new items.

2. Existing plumbing: Note fixtures and piping to be removed and abandoned. Keep existing floor drains in the holding room area. Modify existing plumbing piping feeds to reconnect to items that remain in use. Plumbing drawings include plumbing demolition and new plans, details as applicable, schedules, and specifications.

ASSUMPTIONS:

1. All design and drawings will be done in accordance with Meier standards including Meier title blocks.
2. Existing HVAC system capacity in the area of the cell blocks to be converted into arraignment pods is assumed to be adequate. Due to the limited nature of the work and the similar occupancy quantities, no analysis or load calculations will be provided for the new arraignment pods or the existing HVAC system beyond redistribution of available airflow.
3. Available information on plumbing piping systems in the restroom areas to be modified into holding rooms is limited, and concealed items cannot be observed. Field re-routing and re-connection of items that are not to be abandoned may be needed to accommodate new configuration.
4. Security Combination Unit (SCU) fixture to be provided in the new holding room will be similar to the Metcraft brand item referenced by County personnel. Due to the configuration of the new stall, the exact unit cannot be used. A similar unit will be selected and specified by the Engineer.

DELIVERABLES:

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

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

COMPENSATION:
Meier will perform design services, and construction support services for a fixed fee of $7,800.

APPROVED BY:

Meier Architecture • Engineering

_____
Signature

_____
Print

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/06/2020
Subject:	Benton-Franklin Community Action Committee (CDBG)
Presenter:	Kyle Sullivan & Tammy McKeirnan
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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 County would like to enter into an agreement with Benton-Franklin Community Action Committee to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG).

Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee.

Services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to Benton-Franklin Community Action Committee. Services will continue to be provided in both English and Spanish languages.

Fiscal Impact

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a contract amount of $62,384.00.

Recommendation

- Sign the Resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

Suggested Motion

To approve signing Agreement #2020/2021-CDBG-CAC between Benton County and Benton-Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

RE: IN THE MATTER OF EXECUTING AGREEMENT #2020/2021-CDBG-CAC BETWEEN BENTON COUNTY AND BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE

WHEREAS, Benton County would like to enter into an agreement with Benton-Franklin Community Action Committee to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG), and

WHEREAS, Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee; and

WHEREAS, services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to Benton-Franklin Community Action Committee. Services will continue to be provided in both English and Spanish languages;

NOW THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #2020/2021-CDBG-CAC between Benton County and Benton-Franklin Community Action Committee, for an agreement amount of $62,384.00; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 1, 2020 and ends on June 30, 2021.

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

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Originals: Benton County Commissioners, Human Services

T.McKeirnan

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2020/2021-CDBG-CAC

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services** with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Benton-Franklin Community Action Committee**, a non-profit public benefit corporation organized under the laws of the State of Washington, doing business as Community Action Connections, with its principal offices at 710 West Court Street, Pasco, WA 99301, (hereinafter "Subrecipient").

County's Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: kyle.sullivan@co.benton.wa.us

Subrecipient Contact Information:
Judith A. Gidley, Executive Director
Benton-Franklin Community Action Committee
710 West Court Street
Pasco, WA 99301
Phone: 509.545.4042
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E-Mail: jgidley@bfcac.org

Agreement Start Date ..... July 1, 2020
Agreement End Date ..... June 30, 2021

Consideration $62,384.00

Attachment A ..... Scope of Work
Attachment B ..... Services Budget
Attachment C ..... Partner Participation Agreement
Attachment D ..... Housing Resource Center Guidelines
Attachment E ..... Department of Commerce CDBG Contract 20-62210-002

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Subrecipient:

Judith A Gidley 9/25/20
Executive Director Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Department of Human Services

Approved as to Form:
Benton County Prosecutor's Office

WHEREAS, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of the COUNTY selected to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant (CDBG) Program in compliance with all applicable local, state, and federal laws, regulation, and policies; and

WHEREAS, the COUNTY has applied for and received a CDBG award, contract number 20-62210-002, to fund the Project with Federal Award Identification Number (FAIN) B-18-DC-53-001; and

WHEREAS, it benefits the COUNTY to engage the Subrecipient to accomplish the Scope of Work (Attachment A) and the objectives of the local CDBG project;

NOW THEREFORE, the parties agree that:

1. SCOPE OF WORK

A. COUNTY Responsibilities

The COUNTY is responsible for administration of the CDBG contract and for ensuring that CDBG funds are used in accordance with all program requirements (24 CFR 570.501(b)) and the COUNTY's CDBG contract with Commerce, attached hereto as Attachment E and incorporated herein by reference. The COUNTY will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient agrees to the terms, conditions, obligations, and requirements of this Agreement and those set forth in the CDBG contract with Commerce (Attachment E).

The Subrecipient will complete in a satisfactory and proper manner, as determined by the COUNTY, the tasks described in the Scope of Work in Attachment A and the Budget in Attachment B, both of which are attached hereto and incorporated herein by reference, in order to accomplish the objectives of the CDBG project.

The Subrecipient agrees to participate with Benton and Franklin Counties' Department of Human Services in the Housing Resource Center's Coordinated Entry System. Accordingly, Subrecipient agrees to enter into a Partner Participation Agreement with the Department of Human Services, as set forth by the Partner Participation Agreement (Attachment C, which is attached hereto and incorporated herein by reference), and designate an individual within its organization to attend all housing provider meetings set up by the Department of Human Services. Subrecipient agrees to follow the Housing Resource Center guidelines set forth by Attachment D, attached hereto and incorporated herein by reference.

The Subrecipient will periodically meet with the COUNTY, at the COUNTY's discretion, to review the status of these tasks.

2. TIME OF PERFORMANCE

The time of performance for this Agreement is July 1, 2020 through June 30, 2021, unless otherwise terminated as set forth herein.

3. BUDGET

The Subrecipient shall follow the budget approved by Commerce and the COUNTY (see Attachments B and E). The COUNTY may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the

COUNTY. Any amendments to the budget must first be reviewed by the COUNTY for a determination as to whether the amendment is consistent with the County's CDBG contract with Commerce and, if determined to be consistent, then may be approved in writing by the COUNTY and the Subrecipient.

4. PAYMENT

The COUNTY shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Work (Attachment A).

Reimbursement under this Agreement will be based on billings supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

5. PERFORMANCE MONITORING

The COUNTY will monitor the performance of the Subrecipient as outlined in the attached Scope of Work (Attachment A) by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG funds, overseeing compliance with CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement.

The COUNTY shall notify the Subrecipient when it identifies substandard performance. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

6. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

1. The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG); and

2. All other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement.

B. CDBG National Objective

The Subrecipient certifies the activities carried out under this Agreement will meet a CDBG Program National Objective as defined in 24 CFR 570.208.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA,

retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless and Indemnification

The Subrecipient will hold harmless, defend, and indemnify the COUNTY and it officers, officials, employees, and agents from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Provided, that the Subrecipient's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the Subrecipient, anyone directly or indirectly employed by the Subrecipient, or anyone for whose acts any of them may be liable, the indemnification obligation in this Agreement 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 Subrecipient under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Subrecipient expressly waives any immunity the Subrecipient might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, the Subrecipient 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 Subrecipient makes with any sub-subrecipient or agent performing work hereunder. Subrecipient's obligations under this section shall survive termination and expiration of this Agreement.

The Subrecipient'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 Subrecipient or the Subrecipient's employees, agents, or subrecipients.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Subrecipient shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Subrecipient and employees of any subrecipient or sub-subrecipient. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Subrecipient 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, Subrecipient waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation, employers liability, commercial liability, or commercial umbrella liability insurance.

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

F. Insurance & Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum, will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

Professional Liability Insurance: Prior to the start of work under this Agreement, the Subrecipient shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Subrecipient's profession, which must be written subject to limits of not less than one million dollars ($1,000,000) for 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 Subrecipient's services defined in this Agreement. Coverage shall not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Subrecipient's services as defined by this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Subrecipient 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 Agreement. Subrecipient shall annually provide COUNTY with proof of all such insurance.

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

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

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

The Subrecipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification provisions of this Agreement. Subrecipient'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.

Subrecipient 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

Automobile Liability: The Subrecipient shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (Policy Form CA0001, or equivalent coverage) in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect Subrecipient from claims which may arise from the performance of this Agreement, whether such operations are by the Subrecipient or by anyone directly or indirectly employed by the Subrecipient.

Commercial Auto Liability Insurance shall include coverage for owned, non-owned, and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Subrecipient waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

Other Insurance Provisions:

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

2. The Subrecipient'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 Subrecipient'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 Subrecipient shall include all Subrecipients as insureds under its policies or shall furnish separate certificates and endorsements for each subrecipient. All coverage for Subrecipients shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure, nor are they limitations on indemnification.

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

Verification of Coverage and Acceptability of Insurers:

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

2. Certificates of Liability Insurance must be provided to the COUNTY's Contract Representative set forth on the Agreement cover sheet.

3. All written notices under this section, and notice of cancellation or change of required insurance coverages, shall be mailed to the COUNTY's Contract Representative referenced on the Agreement cover sheet.

4. The Subrecipient or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the COUNTY's Contract Representative on the Agreement cover sheet.

5. Prior to receiving funds under this Agreement, the Subrecipient must furnish to the COUNTY a properly executed certificate of insurance or a signed policy endorsement that clearly evidences all insurance required under this section. The certificate(s) must, at a minimum, list limits of liability and coverage. The certificate(s) must provide that the underlying insurance contract may not be cancelled or allowed to expire except upon thirty (30) days prior written notice to the COUNTY.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the Washington State CDBG program, and the COUNTY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor may they relieve or release the COUNTY or Subrecipient from their obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the COUNTY may suspend or terminate this Agreement if the Subrecipient fails to materially comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

2. Failure of the Subrecipient, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the COUNTY of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the COUNTY or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient must maintain all records required by the federal regulations specified in 24 CFR 570.506 pertinent to the activities to be funded under this Agreement and those described in the CDBG Management Handbook. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the civil rights components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable federal, state, and local laws and regulations applicable to CDBG-funded construction projects; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

The COUNTY, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Subrecipient for a period of six (6) years after final audit of the COUNTY'S CDBG contract, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY shall request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the COUNTY, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

A Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient must comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY periodic reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement must comply with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient must transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the COUNTY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this ten-year period of time, the Subrecipient will pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the COUNTY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the COUNTY for CDBG-eligible activities as approved by the CDBG program or (b) retained after compensating the COUNTY.

8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:
No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended:
No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended:
No otherwise qualified individual may be excluded, solely by reason of his or her disability, from participation in any program or activity (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990:
Subject to the provisions of this title, no qualified individual with a disability may be excluded by reason of such disability from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this Agreement must comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Subrecipient must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient must include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient may not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the Subrecipient from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY and Commerce.

2. Conflict of Interest

No member of the COUNTY'S governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

a. The Subrecipient certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. If the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.
c. The Subrecipient further agrees by signing this Agreement that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or Commerce reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. PERFORMANCE WAIVER

The COUNTY'S failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this Agreement.

Scope of Work

Service Programs:

Community Action Connections (CAC) will use funds to provide direct public services that will principally benefit low – and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. CAC will continue to serve and improve the rural services with our bi-lingual staff that is trained to provide services under all applicable grants administered by CAC.

Services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to CAC. Rural clients from Connell will go through the CES eligibility intake screening with the CAC FDS who will notify CES staff of assistance provided. Services will be provided in both English and Spanish.

The Family Development Specialist (FDS) staff will complete household eligibility, assessment of needs and delivery of services in the rural non-entitlement areas of the counties. Staff will be stationed at the point of delivery in Connell serving residents of Connell, Mesa, Basin City and Kahlotus during designated days/times. CAC staff will provide services that match the client needs. CAC provides a posted/advertised phone number reserved for rural clients to call toll free to arrange for services in Connell on designated days. Residents of Benton City and West Richland may either apply at our Prosser Office and/or our Pasco Office, dependent on the days/times staff is available.

Direct Client Services

- 1st Month Rent: At no time will the amount exceed the actual amount needed to obtain housing.
- Rent Deposit: The amount of security/damage deposit required whenever possible must be either equal to or less than the Fair Market (FMR) rent based on unit size unless there is written justification in the file explaining the reason for the increased amount which requires department manager signed approval.
- Eviction Prevention Rent: not to exceed 3 months including arrears, household must be eligible using the HRC screening tool.
- Utility Deposits: At no time will the amount exceed the actual amount needed to obtain service.
- Utility Costs (Electricity, Gas, Propane, Wood, and Water/Sewer): Utility/energy assistance is available for those clients enrolled and only provided after documentation that either the client is not eligible for LIHEAP or Helping Hands programs or no funds are available. Water assistance is also available but requires a shut off notice and can be no more than the amount that is required to retain or re-start the service.
- Application Fees: Up to two times during the housing search period, unless documented need to do more which requires prior approval from BFDHS contract manager.
- Transportation: Transportation in the form of bus travel or gas; exceptions must be approved by BFDHS contract manager.
- Medical Prescriptions: This assistance is dedicated to assist persons who do not have the means to pay and/or do not have medical insurance. Maximum of $200 per calendar year.
- GED Testing Fees – Assistance with actual costs of GED testing fees in order for client to obtain GED.
- Other services as deemed appropriate and/or necessary, only with prior approval from BFDHS.

Resource and Referral Services

- Basic Food Eligibility
- Diapers and Depends
- Project Warm-up
- Winter Coats

SERVICES BUDGET

Purpose: To deliver the direct services listed in Attachment A, "Scope of Work"

Cost Categories:

Staffing	$23,196.00	*Salary and benefits for .50 FTE providing direct services, to be documented by payroll records*
Goods and services	$3,600.00	*Costs must be tied to the delivery of the CDBG public service*
Direct Client Services	$29,538..00	*Costs must be for eligible services described in Scope of Work (Attachment A)*
Equipment	$0	*Office mobile equipment*
Travel	$3,050.00	*Cost must be tied to the delivery of the CDBG public service*
Admin Costs	$3,000.00	*Must be tied to a CDBG public service through the community action program's approved cost allocation plan*
TOTAL	$62,384.00	*(Not to include county administration funds)*

Budget Narrative:

Staffing: $ 23,196.00

- Salary and Benefits for .50 FTE

Goods & Services: $3,600.00

- Office/Operating Services – $240 per month/total 12 months = $2,880.00
- Telecommunications (Wi-Fi and Cell phone) – $60 per month for 12 months = $720.00

Direct Client Services: $29,538.00

Examples of Direct Services:

- Medical Prescriptions – actual amount up to a maximum of $200 per year
- Rental/Deposits – actual amount up to FMR for deposit/first month rent
- Application Fees – actual amount up to $45 each fee
- Prevention Rent – actual amount up to FMR – not to exceed 2 months arrears and current month
- Transportation – bus travel or gas up to $30
- Utility Deposits – actual costs up to amount required to turn on utilities
- Utility Costs – actual cost to prevent shut off after LIHEAP or Helping Hands
- GED Testing Fees – actual costs for GED testing fees in order for client to obtain GED
- Other services as deemed appropriate and/or necessary, only with prior approval from BFDHS

Equipment Purchase: $0

Travel: $3,050.00

- Travel is based on travel reimbursement costs of $0.545 per mile and subject to change based on WA State mileage and per diem rate. Average cost per month is $254.00 **Washington State Office Financial Management for mileage reimbursement rate.**

Admin Cost Allocation: $3,000.00

- Cost allocation is based on $250 per month X 12 months = $3,000. CAC allocates its general costs of administration not readily identifiable to a specific grant in as administrative cost allocation plan. Costs are allocated based on FTE percentage of the number personnel working in any program. This includes insurance, agency telephone services, professional services, etc. This process has been accepted by the Department of Commerce and CAC's auditor for over 16 years.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	Ratify Agreement PSC-2020-TCHCC-00 with Tri-Cities Hispanic Chamber of Commerce
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

This agreement is to provide outreach services to our community and deem eligible, individuals/families for the Eviction Rent Assistance Program (ERAP) to those in need due to the COVID-19 outbreak.

Fiscal Impact

Amount: $136,653.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget for a grant amount of $136,653.00.

Recommendation

- Sign the Resolution to Ratify Agreement PSC-2020-TCHCC-00 with Tri-Cities Hispanic Chamber of Commerce.

Suggested Motion

Approve on consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING THE AGREEMENT #PSC-2020-TCHCC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TRI-CITIES HISPANIC CHAMBER OF COMMERCE.

WHEREAS, the purpose of this Agreement is to provide outreach services to our community and deem eligible, individuals/families for the Eviction Rent Assistance Program (ERAP) to those in need due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

WHEREAS, in order to meet required deadlines to fund emergency services, the County Administrator executed the above agreement on September 2, 2020 under authority granted in Resolution 2020-258; and

WHEREAS, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies the #PSC-2020-TCHCC-00 agreement, between Tri-Cities Hispanic Chamber of Commerce and Benton County Department of Human Services for a grant in the maximum total amount of $136,653.00 as executed by the Benton County Administrator on September 2, 2020; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to Tri-Cities Hispanic Chamber of Commerce, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the August 20, 2020 and ends on December 31, 2020.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

MBC

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2020-TCHCC-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **TRI-CITIES HISPANIC CHAMBER OF COMMERCE**, a corporation organized under the laws of the State of Washington with its principal offices at 1600 N. 20th Ave., #D, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin on August 20,2020 and shall expire on December 31, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide outreach services to the community to educate and qualify individuals/families who are in need of eviction rent assistance due to COVID-19. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement of Work", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Martin Valadez
Address:	1600 N. 20th Ave, #D Pasco, WA 99301
Phone:	509-542-0933
Email:	valadez_torres@yahoo.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W Okanogan Pl., Ste. 201 Kennewick, WA 99336
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred thirty-six thousand six hundred fifty-three dollars and no cents ($136,653.00), including W.S.S.T per Exhibit A "Budget".

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

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

i. Invoice will be provided by the County
ii. Supporting documentation will accompany the invoice
iii. ERAP Monthly Report will accompany the invoice

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

d. **Other Insurance Provisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

or representative of the COUNTY.

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

shall be effective at the beginning of the next working day.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- **This section left blank intentionally** -

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

Dated: 09/02/2020

FOR: BENTON COUNTY

Chairman

Per Resolution

Member

2020-258

Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 9-1-2020

FOR: TRI-CITIES HISPANIC CHAMBER OF COMMERCE

Signature

President

Title:

Martin Valadez

Print Name

Approved as to Content

_____
Dept. of Human Services Manager

Statement of Work "Exhibit A"

Tri-City Hispanic Chamber of Commerce agrees to complete the following items while following the Department of Commerce Eviction Rent Assistance Program (ERAP) Guidelines:

1. Provide outreach to the community on the Eviction Rent Assistance Program (ERAP).
2. Ensure that out of all individuals/families who are eligible, the appropriate percent listed below are being served. These percentages represent the percent of people below the poverty level by race and ethnicity.
    a. Persons of Color 61%
    b. Hispanic (Any Race) 54%
    c. Black/African American 3%
    d. American Indian and Alaska Native 1%
3. Assist eligible individuals with completing the required paperwork to obtain assistance at the Housing Resource Center (HRC) or Goodwill Industries of the Columbia.
4. Send referrals to the Housing Resource Center.
5. Network with other agencies in the community, informing them of the ERAP program and how they can refer individuals/families to HRC.
6. Submit completed required paperwork and documentation.
7. Submit monthly invoice to the Benton County Department of Human Services monthly by the 20th of the month following the month services were provided with supporting documentation of allowed expenses.

Tri-City Hispanic Chamber of Commerce
PSC-2020-TCHCC-00
August 20, 2020 to December 31, 2020
Budget

Budget Category	Amount	
Operations	$	130,146.00
Administration (5%)	$	6,507.00
Total	$	136,653.00

Washington State Department of Commerce

Guidelines

FOR THE

Eviction Rent Assistance Program (ERAP)

July 2020

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1 Grant Basics

1.1 Overview

The Eviction Rent Assistance Program (ERAP) Grant is intended to prevent evictions by paying past due, current due and future rent, targeting limited resources to those with the greatest needs while working to distribute funds equitably.

1.2 Program Goals

Following are the program goals:

- ✓ Prevent evictions
- ✓ Target limited resources to people most likely to become homeless after eviction
- ✓ Target limited resources to people most likely to suffer severe health consequences as a result of eviction
- ✓ Promote equity in who is served, with a focus on equity for groups of people who historically have not been provided equitable access to rent assistance and those who have disproportionately been impacted by the COVID-19 outbreak:Latinx or Hispanic, young adults, Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander.

1.3 Program Purpose

The Office of Homeless Youth and the Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in WA State.

The Eviction Rent Assistance Program is a critical resource in the crisis response system.

We expect Commerce grantees, including county governments and nonprofits, to be leaders in their crisis response systems, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access

mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.4 Authorizing Statute and Fund Sources

Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136)

2 Eligibility

There isn't enough funding to assist all of the households who may be eligible for rent assistance under this program. The purpose of the eligibility screening criteria is to initially open the program assistance to a large group of households and then target those most likely to become homeless but for this assistance.

Households must meet two initial screening criteria:

- ✓ Current Income (0ver last 60 days) at or below 50% of Area Median Income.
- ✓ At least one month of rent not paid or partially unpaid since March 1, 2020.

Household must also meet at least one of the following additional screening criteria (any member of the household can meet the criteria, it doesn't have to be the head of household):

- ✓ Rent burdened: 50% or more of current monthly income is needed to pay rent.
- ✓ Previously homeless within last five years. This includes experiences of couch surfing/double up.
- ✓ Eviction history within last seven years.
- ✓ Housing disrupted due to household member race, ethnicity, gender identity, sexual orientation, or religion.
- ✓ At risk of severe illness as per CDC (62 or older, underlying condition).
- ✓ Disability of any household member. Includes a physical, developmental, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury. A person with HIV/AIDS is considered disabled.

If screening a young adult age 24 or younger, these additional criteria can be used to determine eligibility:

- ✓ Person 24 years old or younger that is pregnant or parenting.
- ✓ Person 24 years old or younger that is a recipient (current or past) from any one of the following: foster care; adoption; mental health; drug, alcohol treatment; court systems.

United States citizenship is NOT an eligibility requirement of this program.

According to Federal Guidance, assistance received through this program should NOT count as a public benefit for the purpose of determining whether someone is considered a public charge. Public charge refers to non-US citizens who have received one or more public benefits, for more than 12 months within any 36-month period. A person considered a public charge is ineligible to become a lawful permanent resident.

3 Household Information and Eligibility Form

Household eligibility must be documented using the ***Commerce ERAP Household Information & Eligibility Form***. This form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance.

Note that the eligibility criteria can be "self-certified/stated" by the household. A written statement with household signature is not required. Additionally, Commerce prohibits grantees from collecting evidence to substantiate a household statement or adding any additional criteria, such as identification, Social Security numbers, birth certificates or medical documentation.

4 Payment Agreement Form

The ***Commerce ERAP Landlord Payment Agreement Form*** must be completed when a household has a formal rental agreement or lease. This form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance.

5 Friend/Family Payment Agreement Form

The ***Commerce ERAP Friend/Family Payment Agreement Form*** must be completed when a household has an informal rental agreement with a friend for family member. This form and accompanying documentation must be kept in the household file and made available to Commerce on demand to confirm grant compliance.

6 Allowable Expenses

6.1 Rent

Up to **three months** of rent payments in any combination of rental arrears, current rent or future rent through December 2020.

Payments to landlords or friend/family can only be up to 80% of total rent due (arrears, current, future) OR the Fair Market Rent rate.

See the ***Commerce ERAP Landlord Payment Agreement Form*** or the ***Commerce ERAP Friend/Family Payment Agreement Form*** for details on how to document.

6.2 By and For Sub Grants

Grantees must actively work to partner with By and For[1] organizations in their communities that assist and serve marginalized populations.

At least 5% of the grant total must be sub granted to By and For organization/s, to pay the costs associated with program outreach and assistance to marginalized communities. Marginalized communities may include ethnic and racial minorities; immigrants and refugees; individuals who are lesbian, gay, bisexual, and transgender; individuals with disabilities or who are deaf; and Native Americans.

Commerce will provide a list of statewide organizations that we know of and it is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

Grantees must make a reasonable effort to sub grant with By and For organizations. If a grantee is not able to execute a sub agreement, they may ask Commerce for an exemption from this requirement.

Office of Homeless Youth Grantees are not subject to this requirement.

[1] By and For Organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

6.3 Operations

Operations expenses directly attributable this program.

- ✓ Salaries and benefits for staff costs, including but not limited to program staff, human resources staff, bookkeeping staff, and accounting staff.
  - Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible.
  - Outreach services.
  - Data collection and entry for Commerce required ERAP Report Form.
- ✓ Office space, utilities, supplies, phone, internet, and training related to grant management and/or service delivery.
- ✓ General liability insurance and automobile insurance.

6.4 Administration

Administration - up to 15 percent of the contracted budget may be allocated to administration.

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance

All amounts billed to administration must be supported by actual costs. If actual costs in the contract period meet the budget cap, that amount may be charged in equal monthly amounts.

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

7 Grant Requirements

7.1 Performance Measurements

Grantees must ensure equitable access to ERAP.

Equitable access means that the race and ethnicity of people entering ERAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering ERAP by race and ethnicity.

The percentage of head of households provided rent assistance must at least equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all ERAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

7.2 Spending Limit

At grant start, grantees are authorized to spend 50% of granted funds.

Commerce will release the second 50% of funds after review of performance, or review of sample household files, and (if necessary) implementation of corrective action to meet performance and documentation requirements.

7.3 Invoicing & Reimbursement Requests

Grantees must invoice Commerce at least monthly, and can invoice as frequently as weekly, for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices may be due sooner.

Exceptions to invoicing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

Invoices must include the ***Commerce ERAP Report Form***.

7.4 Reporting

Grantees must use the ***Commerce ERAP Report Form*** and submit with each invoice.

- ✓ Grantees within the Balance of State Continuum of Care (CoC) must not enter program data into HMIS.
- ✓ Grantees within non-Balance of State CoCs may choose to report data in HMIS, but must still complete the Commerce ERAP form.

7.5 Referrals to Youth Organizations & Coordinated Entry

Consolidated Homeless Grant grantees and sub grantees must accept applications from young people under age 24 and use the eligibility criteria specific to young people. Grantees may refer applicants under age 24 to youth-serving organizations for additional support and services.

Lead grantees and subgrantees funded by this grant are not required to participate in the county or regional Coordinated Entry (CE) process for the purpose of this grant.

To support effective partnerships, grantees should actively create and maintain relationships with CE. Additionally, grantees should refer households to CE when their needs cannot be met by this grant assistance.

7.6 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

7.7 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

7.8 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns
- ✓ Be accessible to all households seeking or receiving services

7.9 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure households are made aware of the grievance procedure

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	First Contract Amendment with Meier Architecture & Engineering, Inc. for the design of the Shooting Range Facility
Presenter:	N/A
Prepared By:	Paul Schut
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

Per Resolution 2020-275, the Board of Benton County Commissioners' entered into a contract with Meier Architecture & Engineering, Inc. to provide architectural and engineering services for the Shooting Range Facility at Rattlesnake Shooting Facility; and

The attached amendment expands the scope of work to include the additional design of a new driveway entrance to the shooting range facility, and increasing the compensation from $55,000.00 to $58,500.00

Fiscal Impact

Amount: $3,500.00 Plus W.S.S.T

Funds: Capital Projects Fund

Recommendation

Approve the attached contract Amendment with Meier Architecture & Engineering, Inc.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH MEIER ARCHITECTURE & ENGINEERING, INC. FOR THE DESIGN OF THE SHOOTING RANGE FACILITY

WHEREAS, per Resolution 2020-275, the Board of Benton County Commissioners' entered into a contract with Meier Architecture & Engineering, Inc. to provide architectural and engineering services for the Shooting Range Facility at Rattlesnake Shooting Facility; and

WHEREAS, the attached amendment expands the scope of work to include additional design of a new driveway entrance to shooting range facility, increasing the compensation from $55,000.00 to $58,500.00; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the attached first amendment to the professional services contract, to update the scope of work, and increase the compensation amount up to $58,500.00 including WSST; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the first amendment to the professional services contract attached hereto.

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

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

Orig.: File – Facilities P. Schut
cc: Auditors; S.Araiza; Meier Enterprises, Inc.

Meier
ARCHITECTURE • ENGINEERING

ADDENDUM 1 TO AGREEMENT FOR SERVICES

CLIENT: Robert Blain
County of Benton Washington
PO Box 190
Prosser, WA 99350

PROJECT: BENTON COUNTY SHOOTING RANGE EXPANSION
ADDENDUM 1 NEW ENTRANCE FROM WA-225

The following changes, modifications, additions, and clarifications shall be made to the Agreement for Services:

Design services to construct a new entrance to the shooting range from WA-225 with an electronic gate. Entrance to be located 650 feet away from the existing entrance.

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

1. Pay any additional permit or plan review fees with the state.

SCOPE OF SERVICES:
Meier agrees to provide the following services relating to this Project:

1. Develop complete construction drawings, specifications, contract documents and cost estimates for the new entrance. Design to include routing of driveway to connect to the existing roadway and gravel road, grading, gravel section, gate details, and power and data to gat operator.
2. Construction document will be included with the shooting range documents as one package.

ASSUMPTIONS:

1. That an additional entrance would be acceptable to the state at the proposed location.
2. Only one power circuit is necessary for the access entry system.

DELIVERABLES:

1. Same as the original contract

SCHEDULE:
Schedule expectation is:

1. Same as the original contract.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written

12 W. Kennewick Ave. | Kennewick, WA 99336 | M 509.735.1589 | F 509.783.5075 | www.meierinc.com

addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:
Meier will perform design services, bid services, and construction support services for a fixed fee of $3,500.

APPROVED BY:

Meier Architecture • Engineering

Gary D Fleming
Signature

GARY D FLEMING
Print

9/15/2020
Date

Benton County

Chairman

Attest:
Clerk of the Board

Approved as to Form

Eric Andrews, Civil Deputy Prosecuting Attorney

Paul Schut

From: Eric Andrews
Sent: Friday, September 11, 2020 9:54 AM
To: Robert Blain
Cc: Paul Schut
Subject: RE: Shooting Range

This contract is approved as to form. There is no signature block for me. If you would like to add one and leave it on my desk I have court at 1pm today and will be in.

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

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From: Robert Blain <Robert.Blain@co.benton.wa.us>
Sent: Wednesday, September 2, 2020 10:23 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: Shooting Range

Eric,

I have attached an amendment to the Meier contract for the design services for the shooting range. This amendment will add to the scope the design of a separate access to the facility along with power and a card lock gates system. They will also be relocating the exiting gate to the TCSA facility.

Let me know if you have questions.

Thank you,

Robert Blain

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020	**Memo Date:**	September 23, 2020
Subject:	First Amendment to the Purchase & Sale Agreement with Selah-Moxee Irrigation District for Water Rights Acquisition		
Presenter:	Jerrod MacPherson, County Administrator		
Prepared By:	Donna Hutchinson		
Reviewed By:	Jerrod MacPherson		

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

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

Summary / Background Information

On December 10, 2019, the Board of County Commissioners approved a Purchase and Sale Agreement (PSA) for the acquisition of water rights from the Selah-Moxee Irrigation District (SMID). This document established a "Termination Date" of October 31, 2020 for purposes of closing the Parties' purchase and sale transaction. This was in part due to the requirement of a final and binding administrative approval from the Washington State Dept. of Ecology for SMID's Change Application. Due to the fact that during the COVID 19 pandemic and the closure of many state and local governmental offices, the approval from the Dept. of Ecology has not been obtained as of this date.

Therefore, an amendment to the Water Right Purchase and Sale Agreement has been drawn up to extend the "Termination Date" to August 31, 2021 and has been signed by the Selah-Moxee Irrigation District.

Fiscal Impact

NONE

Recommendation

It is the recommendation of County Administration that the Board approve the attached resolution and First Amendment extending the "Termination Date" to August 31, 2021.

Suggested Motion

The Board signs and adopts the attached Resolution and First Amendment to the Water Right Purchase and Sales Agreement with Selah-Moxee Irrigation District extending the "Termination Date" to August 31, 2021 in order to obtain a final and binding administrative approval from the Washington State Dept. of Ecology for SMID's Change Application.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING & THE RURAL WATER SUPPLY PROGRAM - FIRST AMENDMENT TO THE WATER RIGHT PURCHASE & SALE AGREEMENT WITH SELAH-MOXEE IRRIGATION DISTRICT, AMENDING RESOLUTION 2019-925

WHEREAS, the Yakima River Basin has been involved in a water rights adjudication process for more than 40 years. The adjudication and other state and federal court decisions have determined that water supply in the Yakima River Basin is over appropriated; and,

WHEREAS, the County recognizes the need for developing and implementing a long-term strategy for addressing permit exempt wells needed to support rural development consistent with State law, to meet the goals of the Benton County Comprehensive Plan, and to ensure future domestic water supplies are both physically and legally available for water withdrawal; and,

WHEREAS, on December 10, 2019, the Board of County Commissioners approved a Purchase and Sale Agreement (PSA) for the acquisition of water rights from the Selah-Moxee Irrigation District (SMID); and,

WHEREAS, the PSA established October 31, 2020 as the "Termination Date" for purposes of closing the Parties' purchase and sale transaction, thereunder, unless otherwise agreed by the Parties in writing; and

WHEREAS, the Parties have not, as of the amendment date, satisfied or waived all contingencies under Paragraph 4 of the PSA requiring final and binding administrative approval from the Washington State Dept. of Ecology of SMID's Change Application; and,

WHEREAS, the Board finds that proper review and consideration has been made and it appears to be in the public's best interest to approve a First Amendment to the Water Right Purchase and Sale Agreement with SMID; NOW THEREFORE

BE IT RESOLVED that the attached First Amendment to the Purchase and Sale Agreement (PSA) for the acquisition of water rights from the Selah-Moxee Irrigation District (SMID) extending the "Termination Date" to August 31, 2021 and amending Resolution 2019-925 is hereby approved by the Board.

Dated this 6th day of October 2020.

_____
Chairman of the Board

_____
Chair Pro Tem

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

Attest.....
Clerk of the Board

JBM/djh

FIRST AMENDMENT

TO

WATER RIGHT PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO WATER RIGHTS PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into as of this ___ day of _____ 2020 (the Amendment Date"), by and between the Selah Moxee Irrigation District, an irrigation district organized pursuant to Title 87, Revised Code of Washington ("SMID"), and Benton County, a municipal corporation established under the laws and constitution of the State of Washington ("the County"). SMID and the County are collectively referred to herein as the "Parties."

A. WHEREAS, the Parties entered into that certain Water Right Purchase and Sale Agreement dated December 10, 2019 (the "PSA"), providing for the acquisition by the County of up to 300 acre-feet per year of consumptive use water under SMID's Water Right, as therein defined; and

B. WHEREAS, the PSA established October 31, 2020, as "Termination Date" for purposes of closing the Parties' purchase-and-sale transaction thereunder, unless otherwise agreed by the Parties in writing; and

C. WHEREAS, the Parties have not, as of the Amendment Date, satisfied or waived all contingencies under Paragraph 4 of the PSA, including procurement of the required final and binding administrative approval from the Washington Department of Ecology ("Ecology") of SMID's Change Application, as defined in the PSA, on terms consistent therewith, and do not expect to do so prior to the Termination Date; and

D. WHEREAS, the Parties desire to extend the Termination Date under the PSA, with the expectation of procuring satisfactory Ecology approval of SMID's Change Application and satisfying all other PSA contingencies on or before August 31, 2021.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants set forth herein, the receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Consistent with requirements under PSA Paragraph 23 (Amendments), Paragraph 10.1.2 of the PSA is hereby amended, in its entirety, to read as follows:

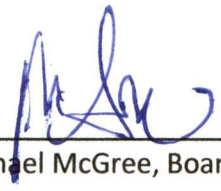
> **Place and Time of Closing.** The sale shall be closed in the offices of the Closing Agent within twenty-one (21) days after the Parties' acknowledgement in writing to the Closing Agent of the satisfaction of the Contingencies and shall be in any event not later than August 31, 2021, which shall be the Termination Date, unless the Parties agree to an extension of time in writing.

2. This Amendment shall be effective upon its mutual execution and delivery by the Parties. Except as expressly amended and modified hereunder, the PSA is affirmed, confirmed, and ratified by the Parties and shall remain in full force and effect.

3. This Amendment may be executed and delivered by original instruments or telephonic or electronic mail facsimiles in any number of counterparts, all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the Parties have signed and delivered this First Amendment to Water Right Purchase and Sale Agreement as of the day and year first written above.

SELAH MOXEE IRRIGATION DISTRICT:



By: Michael McGree, Board President

BENTON COUNTY:

Board of County Commissioners

Jim Beaver, Chair

Shon Small, Commissioner

Jerome Delvin. Commissioner

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	Granting a Utility Easement to Cascade Natural Gas
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Robert Blain

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*
No signature, since it is a conveyance and not a contract

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

Summary / Background Information

Cascade Natural Gas needs to run a pipeline along the east side of the County owned property at 102808 Wiser Parkway, Kennewick (the site of the County Road Maintenance Facility) to get services to the north end of the property for County use and for the adjacent property's use. Benton County needs to grant a 10-foot utility easement to Cascade Natural Gas. This will be a nonexclusive easement, reserving the right to grant additional easements to other parties.

A Utility Easement document has been prepared and reviewed and approved by our departmental Deputy Prosecuting Attorney. There is no PA signature block on the document since this is a conveyance and not a contract.

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends the Board approve the Utility Easement and sign said document.

Suggested Motion

Approve as part of the Consent Agenda.

Shannon Christen

From: Reid Hay
Sent: Wednesday, September 23, 2020 1:49 PM
To: Shannon Christen
Subject: RE: Utility Easement

No, it is a conveyance rather than a contract.

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Shannon Christen <Shannon.Christen@co.benton.wa.us>
Sent: Wednesday, September 23, 2020 1:42 PM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: RE: Utility Easement

Do you think I should put a signature block on it for you to sign?

From: Reid Hay <Reid.Hay@co.benton.wa.us>
Sent: Wednesday, September 23, 2020 1:27 PM
To: Shannon Christen <Shannon.Christen@co.benton.wa.us>
Subject: RE: Utility Easement

Shannon,

I've read it and it looks fine to me.

-- Reid

Reid Hay
Deputy Prosecuting Attorney
Benton County Prosecuting Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF GRANTING A UTILITY EASEMENT ON THE EAST SIDE OF THE WISER PARKWAY PROPERTY TO CASCADE NATURAL GAS

WHEREAS, it is the intention of the Board of County Commissioners to grant a Utility Easement to Cascade Natural Gas along the east side of the County owned property at 102808 Wiser Parkway, Kennewick, Washington, the site of the Benton County Road Maintenance Facility; and

WHEREAS, a Utility Easement has been prepared allowing Cascade Natural Gas to have nonexclusive rights to use the easement area to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas pipeline or pipelines, regulation devices, and metering equipment under, over, through and across the described property; and

WHEREAS, the departmental Deputy Prosecuting Attorney reviewed and approved the Easement; and

WHEREAS, the Director of Operations and Capital Programs recommends the Board approve said Utility Easement; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the Utility Easement on the east side of the County owned property at 102808 Wiser Parkway, Kennewick, Washington with Cascade Natural Gas, attached hereto.

.

Dated this 6th day of October 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

S. Christen

AFTER RECORDING MAIL TO:

BENTON COUNTY ENGINEER
PO BOX 1001
PROSSER, WA 99350

Reference numbers of related documents:

Grantor(s): BENTON COUNTY

Grantee(s): CASCADE NATURAL GAS

Abbreviated Legal Description: A PTN of Section 11, T8N, R28E, W.M., Benton County

Assessor's Tax Parcel ID Number: 1-1188-201-2958-003

UTILITY EASEMENT

BENTON COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "Grantor"), for and in consideration of mutual benefit of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged., do hereby grant, convey, and warrant to CASCADE NATURAL GAS CORPORATION, a Washington corporation (hereinafter referred to as the "Grantee"), a nonexclusive easement over the following described property of the Grantor:

DESCRIPTION:

THE EAST 10 FEET OF THE SOUTH 410 FEET OF LOT 3, SHORT PLAT 2958, AS RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 2958, UNDER AUDITOR'S FILE NUMBER 2006-030891, RECORDS OF BENTON COUNTY, WASHINGTON.

The Grantee is granted the nonexclusive right to construct, install, operate, maintain, protect, improve, repair, and abandon in place a natural gas pipeline or pipelines, regulation devices, and metering equipment under, over, through, and across the above-described property. The Grantee is further granted an easement for the nonexclusive right of access to and from said property for the purpose of utilizing the rights herein granted.

The term "pipeline" includes gas lines, services, machinery, equipment, and facilities

related to the operation or maintenance of said gas lines. The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted.

Without limiting the generality of the foregoing, the Grantor shall not erect any structure within the easement area or conduct or permit any activities that may impair or interfere with the rights herein granted.

Grantor reserves the right to grant additional easements to other parties that may overlap, on whole or in part, this easement provided that any such installations will not negatively impact Grantee's facilities.

Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this utility easement.

The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

This easement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In Witness Whereof, the said Grantor(s), have executed this instrument this _____ day of _____, 2020.

BENTON COUNTY
a political subdivision of the State of Washington

By: _____
Chairman, Board of County Commissioners

By: _____
Chairman, ProTem

By: _____
Member

STATE OF WASHINGTON)
:ss.
County of Benton)

On this ____ day of _____, 2020, personally appeared before me,

_____, _____, _____

to me known to be the Board of County Commissioners of Benton County, a political subdivision of the State of Washington, that executed the foregoing instrument, and acknowledge the instrument to be the free and voluntary act of said County, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the seal of said County.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary Public in and for the State of
Washington, residing at _____
My Commission expires on: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	Purchase of a 500-gallon waste oil tank
Presenter:	N/A
Prepared By:	Blanca Parham
Reviewed By:	Douglas D'Hondt

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

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

Summary / Background Information

Benton County operates a 500-gallon used oil collection tank in Benton City at the site of the Ed's Disposal ("BDI") transfer station. This tank is for the disposal of used motor oil by residents of Benton City. There was a previous contamination issue of the current tank that raised the issue of needing an additional tank while the other was being serviced. The Benton County Solid Waste Program, BDI, and Benton City have agreed that a second waste oil tank is needed.

The Assistant Operations Manager solicited quotes from vendors on the MRSC Vendor Roster and received the following quotes:

Ag Enterprise Supply, Inc.—Cheney, WA	$10,902.00 plus WSST
Arrow Construction Supply—Pasco, WA	$5,090.48. plus WSST
Columbia Basin Hotsy—Pasco, WA	Nonresponsive

Fiscal Impact

Amount: **$5,090.48 plus WSST**

Fund: **Solid Waste**

Recommendation

Approve the resolution authorizing the purchase of a 500-gallon waste oil tank, in the amount of $5,090.48 plus WSST, from Arrow Construction Supply of Pasco, WA.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF A 500-GALLON WASTE OIL TANK FROM ARROW CONSTRUCTION SUPPLY, PASCO, WA FOR THE BENTON COUNTY SOLID WASTE PROGRAM

WHEREAS, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

WHEREAS, per Section 2.2.2 (Purchases or Leases between $5,000 and $24,999), County departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

WHEREAS, the Benton County Solid Waste Program, Ed's Disposal ("BDI"), and Benton City have agreed that an additional waste oil tank is needed in Benton City at the site of BDI transfer station for disposing of used motor oil; and

WHEREAS, the Assistant Operations Manager solicited quotes from vendors on the MRSC Vendor Roster for the purchase of a 500-gallon waste oil tank and received the following quotes:

Ag Enterprise Supply, Inc.—Cheney, WA	$10,902.00 plus WSST
Arrow Construction Supply—Pasco, WA	$5,090.48. plus WSST
Columbia Basin Hotsy—Pasco, WA	Nonresponsive

WHEREAS, the County Engineer reviewed the quotes for completeness and recommends the purchase of one (1) 500-gallon waste oil tank from Arrow Construction Supply, Pasco, WA **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby approves the purchase of one (1) 500-gallon waste oil tank from Arrow Construction Supply, Pasco, WA in the amount of $5,090.48, plus WSST for use by the Benton County Solid Waste Program.

Dated this 6th day of October 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Solid Waste B. Parham

Ag Enterprise Supply, Inc.
17005 W SR 904
Cheney, WA 99004
800-782-7786

Quote

To:	Benton County Public Works	**From:**	Pete Ag Enterprise supply
Fax:		**Pages:**	
Phone:		**Date:**	
Re:	Waste oil Tank	**CC:**	

☐ **Urgent** X **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Item 1. 500-gal Non-Code, Double Wall Rectangular Carbon steel tank.

Primary tank 46''wide x 46''tall x 56'' long, Rectangular tank.

Outer Double wall 46.375'' wide x 50'' tall x 68'' long, Rectangular Double wall/Double wall tank. The inner and outer tank constructed of SA-36 & A1011 carbon steel.

SERVICE Storage of waste oil.

Specific gravity 1.00

Pressure atmospheric @ ambient temperature

INCLUDED ITEMS.

1 18'' X 24'' Rectangular top hatch with lockable shoe box style hinged lid

3 2'' 3000# npt half couples

1 2'' sch 40 304ss riser pipe for vent

1 MB354 atmospheric updraft vent

1 2'' 3000# npt full couple w/ suction drop tube

1 2'' locking cap on suction tube

3 2'' 3000# npt half couples outer tank

1 2'' sch 40 304ss riser pipe for vent outer tank

1 2'' mb354 atmospheric updraft vent outer tank

1 2'' locking inspection port cap outer tank

2 ½'' 3000#npt full couples primary and outer tank service drains w/ stainless steel plugs

2 Engineered lifting lugs on top of tank

1 ss laser engraved non-code tank name plate.

Exterior of tank is epoxy primed and top coated with industrial enamel semi-gloss

PRICE PRE-TAX FOB CHENEY WA 10107.00 USD

OPTIONAL ITEMS

1. MB724- 2'' LEAK INDICATOR GAUGE W/ ALUMINUM GAUGE GUARD OUTER TANK $125.00EA
2. MB724- 2'' OVERFILL INDICATOR GAUGE W/ALUMINUM GAUGE GUARD PRIMARY TANK $125.00EA
3. MB918S- 2'' BRASS ADJUSTABLE LEVEL SENSOR W/ LITHIUM BATTERY POWEREDALARM $725.00EACH

OPTIONAL ITEMS 2 &3 ARE FOR PRIMARY TANK

ESTIMATED FREIGHT TO Benton City, WA $795.00

Arrow Construction Supply, Inc.
P.O. Box 11133
Spokane, WA 99211-1133

Quote

Customer No.: BENTON CO PW
Quote No.: 122324

Quote To: **Benton County**
P.O. Box 1001
Prosser, WA 99350

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

Date	Ship Via	F.O.B.	Terms
09/22/20	W/C-Pasco	Origin	Net 30

Purchase Order Number	Sales Person	Required
	Josh Perez	09/22/20

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
1.000			SPEC PASCO	Special Order Midwest Industrial Tank 500 gallon	4117.630	4117.63
1.000			FRT PASCO	Freight Charge	972.850	972.85
				Quote subtotal		5090.48
				Sales tax @ 8.60000%		437.78
				Quote total		5528.26

Items not returnable after 90 days. No return without authorization. 20% minimum restock charge. 1.5% monthly late charge. Proper disposal of hazardous materials purchased is customer's responsibility. If any of the above listed items were purchased originally for resale but are subsequently used for taxable purposes, the taxes due thereon will be reported and paid by the undersigned. If collection procedures are necessary, buyer agrees to pay all reasonable attorney & collection fees. Buyer fully understand credit terms and agrees to proper payment in conderation of extended credit.

Date: _____ By: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	Purchase of sixty five (65) jumpsuits from Seattle Sewing Solutions dba Sound Uniform Solutions, Inc.
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson

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

Per resolution 2012-677, "Purchases or leases of supplies, materials, or equipment in amounts over twenty-five thousand dollars ($25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under "Competitive Bidding Requirements-Exemptions" RCW 39.04.280.

The Benton County Sheriff's Office is taking steps to provide its investigative units and patrol staff with an all-weather, high performance tactical jumpsuit that will meet the ever-changing demands of duty use.

The Benton County Sheriff's Office received and reviewed a quote from Seattle Sewing Solutions dba Sound Uniform Solutions, Inc., attached hereto as Exhibit B for a total amount of $28,015.00 plus any applicable W.S.S.T, based on the NASPO Contract No. 00619 for 65 high performance tactical jumpsuits (High Performance Tactical Jumpsuit, Midweight) for patrol deputies to utilize.

Fiscal Impact

Amount: $28,015.00 plus any applicable W.S.S.T

Fund: Current Expense, PST & Boating Fund 2105 Line items

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Seattle Sewing Solutions dba Sound Uniform Solutions, Inc. for a total amount of $28,015.00 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 HIGH-PERFORMANCE TACTICAL JUMPSUITS FROM SEATTLE SEWING SOLUTIONS DBA SOUND UNIFORM SOLUTIONS, INC. UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICE NASPO CONTRACT NO. 00619 FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012-677, "Purchases or leases of supplies, materials, or equipment in amounts over twenty-five thousand dollars ($25,000) shall follow the "Formal Competitive Bid" requirements as established in RCW 36.32.245, unless otherwise exempt under "Competitive Bidding Requirements-Exemptions" RCW 39.04.280; and

WHEREAS, the Benton County Sheriff's Office is taking steps to provide its investigative units and patrol staff with an all-weather, high performance tactical jumpsuit that will meet the ever-changing demands of duty use; and

WHEREAS, The Benton County Sheriff's Office received and reviewed a quote from Seattle Sewing Solutions dba Sound Uniform Solutions, Inc., attached hereto as Exhibit B for a total amount of $28,015.00 plus any applicable W.S.S.T, based on the NASPO Contract No. 00619 for 65 high performance tactical jumpsuits (High Performance Tactical Jumpsuit, Midweight) 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 high performance tactical jumpsuits for the Benton County Sheriff's Office from Seattle Sewing Solutions dba Sound Uniform Solutions, Inc. utilizing the Washington State Department of Enterprise Services NASPO Contract No. 00619 in the amount of $28,015.00 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 Seattle Sewing Solutions dba Sound Uniform Solutions, Inc. in the amount of $28,015.00 plus any applicable W.S.S.T.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Sound Uniform Solutions, Inc

Prepared by: K. Gillies

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: Seattle Sewing Solutions dba Sound Uniforms Solutions, Inc.
Vendor Code:
Vendor Contact: Sally Swanson
Vendor Contact I253-625-7420
Vendor Principal Place of Business: 3818 S 66th St. Suite A Tacoma, WA 98409

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.

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

P.O. Date:	9/15/2020
Delivery Date:	12/14/2020

Line	Description	Qty	Unit Price	Total Price
1	Exhibit B - Sound Uniforms (Bratwear) Quote #20200908	65	405.00	26,325.00
1	Exhibit B - Sound Uniforms (Bratwear) Quote #20200908	65	18.00	1,170.00
1	Exhibit B - Sound Uniforms (Bratwear) Quote #20200908	65	8.00	520.00

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 =	$ 28,015.00
8.60% SALES TAX =	2,409.29
TOTAL ORDER =	$ 30,424.29

This Purchase Agreement incorporates by reference all terms and conditions of NASPO ValuePoint Agreement #00619 (attached hereto as Exhibit A), Sound Uniform Solutions, Inc. quote #20200908 (Exhibit B) and Products Price Sheet (attached hereto as Exhibit C).

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 #00619
2. Exhibit B - Sound Uniform Solutions, Inc. Quote #20200908
3. Exibit C - Products Price Sheet
4. This Purchase Agreement

Questions and Clarifications should be addressed to the Buyer Contact:

Contact: Todd Carlson

Address: 7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
Phone: (509) 735-6555 Ext. 3802
Email todd.carlson@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): JERRY BAKER Title: CFO Date: 9-24-20

Vendor Signature: Jerry H Baker

Chairman
Benton County
Board of Commissioners: _____ Date: _____
James Beaver, Chairman

MASTER CONTRACT

NO. 00619

CUSTOM UNIFORMS

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

SEATTLE SEWING SOLUTIONS, INC.

Dated December 1, 2019

MASTER CONTRACT

NO. 00619

CUSTOM JUMPSUITS

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Seattle Sewing Solutions, Inc., a Missouri corporation ("Contractor") and is dated and effective as of December 1, 2019.

RECITALS

A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods for general use by Washington state agencies and certain other entities (eligible purchasers).

B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Procurement Solicitation No. 00619 dated August 16, 2019 regarding Custom Jumpsuits.

C. Enterprise Services evaluated all responses to the Procurement Solicitation and identified Contractor as the apparent successful bidder.

D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.

E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods 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 Contract is seventy (72) months, commencing December 1, 2019 and ending November 30, 2025.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

   2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

   - Washington state agencies, departments, offices, divisions, boards, and commission; and
   - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

   2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. **SCOPE – INCLUDED GOODS AND PRICE.**

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell custom jumpsuits and related services as set forth in *Exhibit A – Price* and *Exhibit B – Custom Jumpsuits Specifications*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods or services beyond this scope.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and services included in this Master Contract; *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 Contract.

3.3. ECONOMIC ADJUSTMENT. Thirty-six (36) months after the effective date of this Master Contract, the prices set forth in *Exhibit A – Price* 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) index PCU31522031522022 – Tailored Suits, Including Dress Uniforms (firefighter, military, police, etc.). Economic adjustment will lag one (1) calendar quarter past the Contract effective date anniversary. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract 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:

New Price = (Year 3 Average index data – Year 1 Average index data)/Year 1 Average index data

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the products at no greater than the prices set forth in *Exhibit A- Price*.

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. 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, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it 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.

4.2. 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.

4.3. QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser'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 Purchaser) any goods whose nonconformance is discovered and made known to the Contractor. If, in Purchaser'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.

4.4. 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 Purchasers' employees.

4.5. AUTHORIZED DEALER. Contractor represents and warrants that it is an authorized product reseller for the products and that it shall maintain its authorized product reseller status for the Term of this Master Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized product reseller.

4.6. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, 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, among its workers, 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 Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Master Contract.

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 Master 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. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.10. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.11. MASTER CONTRACT 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 Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods 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, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.12. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract 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 CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order products from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser. At a minimum, Contractor shall accept telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. The terms of this Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Master Contract.

5.2. ORDER NOTIFICATIONS. Contractor shall provide the following Purchase Order notifications and acknowledgements to the Purchasers:

(a) Acknowledgement within 24 business hours that the order was received;

(b) Acknowledgement and tracking information within 24 hours of the order being shipped;

(c) Acknowledgement within 48 hours of a return/refund;

5.3. CUSTOMER SUPPORT. Contractor shall provide customer support via telephone at a minimum from 9:00 AM to 5:00 PM Pacific Standard Time Monday through Friday, except federal holidays.

5.4. MEASUREMENTS AND FIT TESTING. Contractor shall travel to Purchasers' locations throughout the State of Washington to conduct measurements and fit testing at no additional cost. Contractor shall maintain a physical store location in Tacoma, WA for measurements, fit testing and alterations.

5.5. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of products will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

(a) Contractor shall not impose surcharges based on order size.

(b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Contractor shall perform any necessary measurements, fit testing, and alterations and deliver products within ninety (90) business days from the day of the Purchase Order, unless any delay is caused solely by Purchaser's actions. In the event of late delivery not solely caused by Purchaser, Contractor shall pay to the Purchaser, by way of liquidated damages, a sum equal to 0.5% of the total value of the products whose delivery has been delayed. The 0.5% liquidated damage will be assessed on a weekly basis. Any fractional part of a week is to be considered a full week. The total amount of late delivery damages shall not, however, exceed 10% of the total value of the products involved in late delivery. Purchaser shall have the right to elect to have either direct payments or written credit memos issued.

(c) Contractor shall ship all products purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of

loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.

(d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

(e) All products shall be packaged in accordance with industry standards and in a commercially reasonable manner. Packaging shall minimize risk of damage, wrinkles and exposure to elements.

5.6. RECEIPT AND INSPECTION OF PRODUCTS. Products purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of products that are not in accordance with this Master Contract and Purchaser's Purchase Order ("Defected Products"). Purchaser may charge Contractor for the cost of inspecting rejected products. If there are any apparent defects or sizing issues in the products at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the Defected Products or, at Purchaser's option, Purchaser may note any Defected Products on the receiving report, decline acceptance, and deduct the cost of Defected Products from final payment. Payment for any products under such Purchase Order shall not be deemed acceptance of the products.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 00619

(b) Purchase Order number

(c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)

(d) Contractor's Federal Tax Identification Number

(e) Date(s) of delivery

(f) Invoice amount; and

(g) Payment terms, including any available prompt payment discounts.

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

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. Contractor shall provide payment discount of two percent (2%) for all payments received within ten (10) days of delivery of the invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser 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.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser 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 Purchaser 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, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. 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.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. 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 Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. 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: Mx. Mo Tabor
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: 360.407.8033
Email: DESGandSTeamC@des.wa.gov

Contractor
Attn: Sally Swanson
Seattle Sewing Solutions
3818 S 66th St. Suite A
Tacoma WA 98409
Tel: (253) 625-7420
Email: sally@bratwear.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.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative. The name of the representative and the phone number, email address, or any other method of communicating with the representative, shall be furnished to eligible

Purchasers and Enterprise Services after award. A backup person who is sufficiently trained to assume these duties shall be designated and be available in absence of the primary customer service representative.

7.3. 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	**Contractor**
Attn: Legal Services Manager	Attn Sally Swanson
Washington Dept. of Enterprise Services	Seattle Sewing Solutions
PO Box 41411	3818 S 66th St. Suite A
Olympia, WA 98504-1411	Tacoma WA 98409
Email: greg.tolbert@des.wa.gov	Tel: (253) 625-7420
	Email: sally@bratwear.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.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

(a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of $200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, manufacturer, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

9. **RECORDS RETENTION & AUDITS.**

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers 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 Contract or final payment for any order placed by a Purchaser against this Master Contract, 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.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, 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 Contract or orders placed by a Purchaser 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 Contract or final payment for any order placed by a Purchaser against this Master Contract, 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.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

10. INSURANCE.

10.1. 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*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

10.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). 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 of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

11.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

11.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

12. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

13.1. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract 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 Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

13.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract 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. 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 Contract 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.

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

13.5. 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 Purchaser from payment for goods 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 Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for goods already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. General Provisions.

14.1. Time Is of the Essence. Time is of the essence for each and every provision of this Master Contract.

14.2. Compliance with Law. Contractor shall comply with all applicable law.

14.3. Integrated Agreement. This Master Contract 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.

14.4. Amendment or Modification. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.

14.5. Authority. Each party to this Master Contract, 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 Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

14.6. 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 Contract. Neither party is an agent of the other party nor authorized to obligate it.

14.7. Assignment. Contractor may not assign its rights under this Master Contract 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 Contract 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 Contract notwithstanding any prior assignment of its rights.

14.8. Binding Effect; Successors & Assigns. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

14.9. Public Information. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

14.10. 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 provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

14.11. Federal Funds. To the extent that any Purchaser uses federal funds to purchase goods pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable

requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

14.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract 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 Contract.

14.13. 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 Contract, nor shall any purported oral modification or rescission of this Master Contract 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.

14.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

14.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, 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.

14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract 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.

14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract 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 Contract. Each party hereto and its counsel has reviewed and revised this Master Contract 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 Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

14.19. FORCE MAJEURE. Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. Enterprise Services reserves the right to authorize an amendment to this Contract, terminate the Contract, and Purchasers reserve the right to purchase products and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against Enterprise Services and Purchasers.

14.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

14.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

14.22. CAPTIONS & HEADINGS. The captions and headings in this Master Contract 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 Contract nor the meaning of any provisions hereof.

14.23. ELECTRONIC SIGNATURES. A signed copy of this Master Contract 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 Contract or such other ancillary agreement for all purposes.

14.24. COUNTERPARTS. This Master Contract 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 Contract 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: _____

Chad Irwin
Its: Procurement Supervisor

SEATTLE SEWING SOLUTIONS, INC.
A MISSOURI CORPORATION

By: Sally R Swanson

Sally R. Swanson
Its: Bratwear Founder/Sales SSS Inc.

EXHIBIT A

PRICE

PRODUCTS PRICE

Description	Color	SOQ Item	Price (ea)
High Performance Tactical Jumpsuit, Lightweight (LW)	Various	Blumenthal SC2000	$375
High Performance Tactical Jumpsuit, Midweight (MW)	Various	Blumenthal SC2005	$405
High Performance Tactical Jumpsuit, Heavyweight (HW)	Various	Blumenthal SC2001	$395

ALTERATIONS PRICE

Description	Price (ea)
Hemming	$ 16.00
Re-Hemming	$ 22.00
Shorten Sleeves	$ 22.00
Taper Sides	$ 21.00
Waist adjustments	$ 21.00
Seat Adjustment	$ 15.50
Alter Rise	$ 16.50
Repair broken zipper	$ 39.00
Add Microphone Tab	$ 3.50
Add Badge Tab	$ 5.50
Add/Change Shoulder Strap/Epilates	$ 16.00
Add/Change Pocket Flaps	$ 12.00
Attach customer provided patches, nametags, rank stripes, etc.	$ 5.00

CUSTOM JUMPSUITS SPECIFICATIONS

STYLES:

JUMPSUIT, WINTER, JMP-W-DKN ONE PIECE
JUMPSUIT, SUMMER, JMP9-LT-DKN ONE PIECE
JUMPSUIT, ALL SEASON, JMP-AS-DKN ONE PIECE

REQUIREMENTS:

The jumpsuit will be made from a **Bratwear™** designed custom pattern for each officer. The pattern will be maintained permanently at Bratwear's facility and will include any changes or modifications to officer's size.

The **Bratwear™** Jumpsuit will meet all the specifications outlined by the ordering agency. Each officer will be allowed to customize his/her jumpsuit within the guidelines set forth by the ordering agency.

SEWING SPECIFICATIONS:

All seams must be serged. No raw edges allowed.
The following areas will be single edge stitched in matching Epic Tex 60 thread:
Collar, sleeve hem, sleeve cuff, back pleat and armhole, waistline and waist reinforcement panel, hip patch reinforcement, knee pad pocket, flashlight pocket, leg hem and ankle tabs.
The following areas are double needle stitched:
-Center front zipper, all pocket and pocket extensions and leg zippers.

FABRICS: All fabrics are impregnated with water/soil repellent finishes, as well as a Velcro-resist finish. *All fabric samples are available upon request.*

WINTER: Stretch woven face fabric. The inner lining is 100% brushed fleece, laminated to a membrane, causing the winter 3 layer construction.

SUMMER: Stretch nylon woven face fabric is moisture wicking, lightweight.

ALL SEASON: Stretch woven face fabric laminated to a waterproof barrier that is sandwiched with moisture wicking mesh.

DESIGN:

POCKETS- 2-6" zippered pockets at chest size may vary due to custom sizing issue based on officer's measurements. Left pocket has a 2-1/4" X 6" finished pen pocket to hold 2 pens placed on top of zippered pocket, inside edge. 2-7" zippered pleated corner pockets at front thigh. 2-7" zippered pockets on trouser portion at rear. 1 flashlight pocket at each side leg, back side, for a total of 2.

Lower legs have 14" zippers at ankles standard, but may vary depending on each officer's size. An ankle tab 6 ½" long by 1" wide is attached above hem line. The tab is a 4 layer construction comprised of 2 layers of non-woven interfacing sandwiched by jumpsuit fabric on the face and 100% coated nylon on the underside. Each tab has a 1" x 1 ½" hook fastener and 1" x 2" loop fastener sewn onto the jumpsuit forward of the ankle zipper and secures to a 1" x 2" loop fastener sewn to the back of the ankle zipper.

Sleeves zip off at half arm's length with a #5 zipper. Zipper is covered with a fabric facing, bias cut nylon to prevent chaffing. 2- 1/2" sleeve cuffs are secured with 1"x 2 " loop and 1"x 1-1/2" hook fastener.

COLLAR- Under collar is 100% coated nylon, and upper collar is the self/face fabric listed above. Non-woven interfacing is sandwiched between layers for stability with 2-3/8" plastic collar stays stitched to interfacing, placed at collar point.

Center front has a 2-way pull #5 coil zipper, length is custom, based on the size of the officer, determined after measuring and pattern development. (1-way zipper for female officers is optional).

The back of the jumpsuit has full pleats from shoulder to waist. Pleats are stitched securely at top and bottom and are top-edged stitched. 1" calendared elastic at back waist is encased in flex-a-vent mesh.

Rectangular patch made of 100% coated nylon is 3" x 7" @ back, and 3" x 12" @ front, placed at each side hip for protection from rub caused by duty gear/holster, etc.

MIC LOOPS- 1" x 3" mic loops are placed where specified by individual and/or department specifications. Mic loops are a 4 layer construction comprised of 2 layers of non-woven interfacing sandwiched by 2 layers of jumpsuit material. Loops are double stitched to garment.

BELT LOOPS- 4 layer construction comprised of 2 layers of non-woven interfacing sandwiched by 100% coated nylon. Belt loops are double stitched and secured at both ends.

UNDER ARM ZIPPERS- 2 –9" Underarm zippers with mesh Flexivent for ventilation are located at underarm side seams. Zippers may vary due to officer's size.

ZIPPERED "A" POCKETS: Additional vertical zippered pockets beneath the standard chest pockets. Option to place zippers at outside edges for access when wearing outer carrier.

ADDITIONAL OPTIONS UPON REQUEST:
NAMETAG- Embroidered nametag, stitched on right side, just touching the top of chest pocket, 7mm condensed lettering. Nametag is to be placed towards center front so it is not visible when wearing an outer carrier.

TORNIQUET POCKET- Custom pocket with flap located at either right or left leg, specified by each officer. Pocket & flap is made of jumpsuit fabric. Pocket flap has hook and loop fastener.

PRINTED OR EMBROIDERED PANEL @ BACK: Optional printed OR embroidered panel at back. Panels are made of matching fabric. Size and verbiage varies with agency/detachment specifications. EXAMPLE: STATE TROOPER, or the WSP LOGO with or without the K-9.

PATCHES- The stitching of customer supplied Department shoulder patches, cloth badge (or a badge holder) is included in pricing, based on customer specifications.

ANKLE TO ANKLE INNER ZIPPER: Zipper that goes from the hem at the inner leg from one leg through the crotch to the hem of the inner leg of the other. (sometimes referred to as the "potty" zipper).

KNEE PADS- Removable knee pads are constructed of 100% polyester fleece. Knee pads are placed into pockets sewn to the interior knee portion of the jumpsuit.

FABRIC INFORMATION

ALL BRATWEAR UNIFORMS ARE CUSTOM DESIGNED & MADE TO ORDER. EACH CUSTOMER HAS AN INDIVIDUAL MEASUREMENT SHEET AND SIZING INFORMATION THAT IS MAINTAINED ON FILE.
BRATWEAR OFFERS 3 DIFFERENT WEIGHTS OF PANTS FOR MAXIMUM COMFORT AND FUNCTION.

SUMMER: SINGLE LAYER, STRETCH WOVEN, BREATHABLE, WATER REPELLANT

WINTER: 3 LAYER, STRETCH WOVEN, BREATHABLE, WITH A WATERPROOF MEMBRANE SANDWICHED BETWEEN THE OUTER SHELL AND THIN FLEECE INNER LINING

ALL-SEASON: 3 LAYER, MEDIUM WEIGHT STRETCH WOVEN, BREATHABLE, WITH A WATERPROOF MEMBRANE SANDWICHED BETWEEN THE OUTER SHELL AND THIN MESH

HELP IN DETERMINING WHAT WEIGHT IS BEST FOR YOU:

THE SUMMER FABRIC IS DESIGNED FOR WARMER TIMES OF THE YEAR, AND FOR THOSE THAT RUN "HOT" YEAR- ROUND.

THE WINTER FABRIC IS DESIGNED FOR THE COLDER/WETTER TIMES OF THE YEAR, AND FOR THOSE THAT RUN "COLD" YEAR- ROUND.

THE ALL-SEASON IS DESIGNED AS A GREAT BLEND, OFFERING A WATERPROOF MEMBRANE WITHOUT A HEAVY LINING. THIS ALLOWS THE WEARER TO STAY DRIER WITHOUT OVER HEATING.

Exhibit C

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, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than $2,000,000 per occurrence and $4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.

    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.

    c. CRIME INSURANCE/EMPLOYEE DISHONESTY. Employee Dishonesty and (when applicable) Inside/Outside Money and Securities including Computer Fraud coverages for State of Washington and/or Purchaser-owned property in the care, custody, and control of Contractor. Coverage limits shall not be less than$1,000,000 per occurrence and $2,000,000 general aggregate.

    The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage 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. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

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 Workers Compensation, all required insurance shall include the State of Washington and all authorized Purchasers (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.** Prior to execution of the Master Contract, 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. In addition, no less than ten (10) days prior to

coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or 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 Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers 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. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies will all applicable requirements of the insurance set forth herein and 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 Purchaser 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.

Washington State Department of Enterprise Services

00619 – Custom Jumpsuits Contract

Pricing & Ordering: The Custom Jumpsuits Contract was awarded to Seattle Sewing Solutions DBA Sound Uniform Solutions.

Ordering & Pricing Instructions: *Vendor pricing and points of contact are listed below. This contract is available for services to State of Washington staff and Master Contract Usage Agreement (MCUA) holders.*

www.sounduniform.com

Customers can place orders by contacting the staff below.
Bratwear Founder: Sally Swanson sally@bratwear.com 253.625.7420 ~ In store orders, measurements
Sales Manager: Doug Keiper doug@bratwear.com 503.319.5164 ~ Orders, on site measurements

DES Contract Specialist: Mx. Mo Tabor
Phone: 360.407.8033
E-mail: monya.tabor@des.wa.gov

Pricing

Description	Color	Price (ea)
High Performance Tactical Jumpsuit, Lightweight (LW)	Various	$375
High Performance Tactical Jumpsuit, Midweight (MW)	Various	$405
High Performance Tactical Jumpsuit, Heavyweight (HW)	Various	$395

Alterations - Cat 2: Custom Jumpsuits		
Item No.	**Description**	**Price (ea)**
A23	Hemming	**$ 16.00**
A24	Re-Hemming	**$ 22.00**
A25	Shorten Sleeves	**$ 22.00**
A26	Taper Sides	**$ 21.00**
A27	Waist adjustments	**$ 21.00**
A28	Seat Adjustment	**$ 15.50**
A29	Alter Rise	**$ 16.50**
A30	Repair broken zipper	**$ 39.00**
A31	Pant Striping 1" or narrower	**$ 32.00**
A32	Pant Striping > 1" wide	**$ 32.00**
A33	Coat Sleeve Stripe - 1 row	**$ 15.50**
A34	Coat Sleeve Stripe - each additional row	**$ 15.50**

A35	Add Microphone Tab	**$**	**3.50**
A36	Add Badge Tab	**$**	**5.50**
A37	Add/Change Shoulder Strap/Epilates	**$**	**16.00**
A38	Add/Change Pocket Flaps	**$**	**12.00**
A39	Attach customer provided patches, nametags, etc.	**$**	**5.00**

PRICE QUOTE - SOUND UNIFORMS TACOMA WA

SOLD TO:
BENTON CO SHERIFF
ATTN: TODD CARLSON
7122 W. Okanogan Place, Bldg. B
Kennewick, Washington 99336
509-735-6555

FOB Destination

NO SHIPPIN

	Quanitity	Solid	All Season extended
	65	$ 405.00	$ 26,325.00
Underarm Zips	65	included	
Zip A Pockets	65	included	
Print Panel	65	$ 18.00	$ 1,170.00
Emb Nametag	65	$ 8.00	$ 520.00
Add Emblems	130	$ -	$ -
Badge Tab/Patch	65	$ -	$ -
Complete Jumpsuit	**65**	**$ 431.00**	**$ 28,015.00**
	Shipping (FREE)	**$ -**	**$ -**
	TAX 8.6%		**$ 2,409.29**
	Total Cost		**$ 30,424.29**

NG CHARGE

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06 October 2020
Subject:	CARES Act – Second Administrative Agreement with TRIDEC
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

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

The Board shall be considering entering into a new contract with the Tri-Cities Development Council ("TRIDEC") for assistance in implementing the County's *Community Support Grant Program* which delivers Coronavirus Aid, Relief, and Economic Security ("CARES") Act to the local business community.

Background

Benton County established the *Community Support Grant Program* earlier in the year when the first round of federal CARES Act money came available. TRIDEC has been used to help administer this grant program, which to date has put about $1.5 million into the local business community, with at least $2 million more yet to disburse. TRIDEC has been invaluable in this, and the County would not be able to stand-up and run a program of this scale in such a tight time window on its own.

Another batch of CARES Act money has come available. Staff presented on this matter on September 15 when the Board signed a grant agreement with the Washington State Department of Commerce to accept an additional $759,699.00 for further local business support. These funds are similar to what we are currently working through, but there are some small though important differences. As such, we are able to add these funds to our existing *Community Support Grant Program,* but they have to be used a little differently and accounted as such. One of the stipulations for these funds is that the County's designated "associate development organization" ("ADO") must be involved in the disbursement of the funds, and it just so happens that the County's ADO is TRIDEC.

The standard service agreement before the Board today is nearly exactly the same as the first CARES Act implementation agreement with TRIDEC, but with some different dates, dollar amounts, and revisions to the work scope. The funds must be spent by November 30 and the agreement shall expire on December 31 after TRIDEC provides a final report.

The agreement has been approved for form by the Prosecutor. Staff will provide further details at the Board meeting.

Fiscal Impact

Benton County shall receive $759,699.00 from Commerce. TRIDEC's fee under this agreement is **$25,000.00**, an amount predetermined by Commerce that shall be deducted from the funds the County receives. As such, the total amount that will be available for disbursement to the community is $759,699.00 minus $25,000.00, which is **$734,699.00**.

Recommendation

Staff recommends signing the contract.

Suggested Motion

"I move for the County to enter into the new agreement with TRIDEC."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF A SECOND STANDARD SERVICE AGREEMENT BETWEEN BENTON COUNTY AND THE TRI-CITY DEVELOPMENT COUNCIL FOR ASSISTANCE WITH IMPLEMENTING BENTON COUNTY'S "CORONAVIRUS AID, RELIEF, & ECONOMIC SECURITY ACT COMMUNITY SUPPORT GRANT PROGRAM"

WHEREAS, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was passed by Congress earlier in 2020, providing cash resources for state and local governments; and,

WHEREAS, Benton County has received CARES Act funds, and is using a portion of said funds to assist businesses and nonprofit organizations operating within Benton County with financial hardships incurred during 2020 through its *Community Support Grant Program*; and,

WHEREAS, the Tri-City Development Council ("TRIDEC") is a longtime economic development partner of the County as well as its designated "associate development organization" that has been assisting the County with administration of the *Community Support Grant Program*; and,

WHEREAS, additional but separate CARES Act funding has been made available to and accepted by the County, to be rolled into the existing *Community Support Grant Program*, but with some discreet administrative provisos such that a new implementation agreement is in order; and,

WHEREAS, it is in the best interests of the County and the community for Benton County to again contract with TRIDEC for further assistance with implementing the CARES Act purposes in order to get these additional resources into the community in an efficient and timely manner; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners approves the standard services agreement between Benton County and TRIDEC for further implementation of the County's *Community Support Grant Program* – and specifically the provisions of Grant Agreement 21-00021-232 with the Department of Commerce, and authorizes the Chairman to sign said agreement. TRIDEC shall be paid a sum of $25,000.00 for services rendered under the terms of the agreement, which will expire on December 31, 2020.

Dated this 6th day of October, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Commissioners
cc: TRIDEC

Prepared by: A.J. Fyall

STANDARD SERVICE AGREEMENT
TERMS AND CONDITIONS

This Agreement is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC), a Washington nonprofit corporation, with its principal address at 7130 West Grandridge Boulevard - Suite A, Kennewick, Washington, 99336; (hereinafter "CONTRACTOR").

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, & Economic Security Act ("CARES Act") was signed into law providing federal funding relief for American workers, families, industries, and state & local governments; and,

WHEREAS, most of the federal dollars have flowed to and through the states to local governments, including multiple allocations to Benton County and to other municipalities and special purpose governments within Benton County; and,

WHEREAS, Benton County entered into Interagency Agreement 20-6541C-003 with the Washington State Department of Commerce ("Commerce") (Resolution 2020-391), on June 16, 2020 for receipt of CARES Act funds of up to $3,500,000 that were designated for disbursement into the local business community through a grant program; and,

WHEREAS, the COUNTY determined that engaging with its long-time economic development and business outreach partner TRIDEC would yield efficiencies in time and process in the development and implementation of the new grant program, and as such, the COUNTY and TRIDEC executed a Standard Service Agreement on July 14, 2020 (Resolution 2020-466) to engage TRIDEC to assist the COUNTY with disbursement of the $3,500,000 as part of the COUNTY'S **"CARES Act Community Support Grant Program"**; and,

WHEREAS, the COUNTY recently executed a second agreement with Commerce on September 24, 2020 (Grant Agreement 21-00021-232) (Resolution 2020-637) for the acceptance of additional CARES Act funds in the amount of $759,699.00; and,

WHEREAS, the COUNTY has again determined that TRIDEC would be the best partner with whom to work to most effectively put these additional funds to work in the local business community in accordance with the guidelines and rules set forth by Commerce for these funds; and,

WHEREAS, these recitals are intended to clarify that this *new* Agreement between the COUNTY and TRIDEC is for the administration of this second disbursement of CARES Act funds, and is completely separate from the previous agreement between the COUNTY and TRIDEC for other CARES Act funds awarded earlier in 2020, and that this Agreement is colloquially referenced as "CARES Act Agreement #2" in an attempt to avoid confusion between the two programs and agreements;

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Agreement consists of this Agreement and the following attached **Exhibit A**, which is incorporated herein by this reference.

2. DURATION OF CONTRACT

The term of this Agreement shall begin when executed by both parties and shall expire on December 31, 2020.

3. SERVICES PROVIDED

CONTRACTOR shall perform CARES Act grant implementation functions and services for the COUNTY pursuant to the terms of Grant Agreement 21-00021-232 between the County and Commerce, a copy of which is incorporated herein by reference, as detailed in the attached Scope of Work (**Exhibit A**) and made part of this Agreement. All COUNTY funds provided under this Agreement shall be used only for the purposes of funding CONTRACTOR personnel working to render the CARES Act Community Support Grant Program implementation services described specifically in **Exhibit A**.

CONTRACTOR is also the COUNTY'S "associate development organization", as designated by the COUNTY to the Washington State Department of Commerce and is eligible to receive certain funds from the COUNTY to finance certain personnel in economic development offices. As such, COUNTY and CONTRACTOR have a separate 2020 economic development services agreement pertaining to functions and services **not** related to CARES Act grant implementation.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

a. For CONTRACTOR: Laura Warr, Director of Finance
Tri-City Development Council
7130 West Grandridge Boulevard - Suite A
Kennewick, Washington 99336
509-735-1000

b. For COUNTY: Adam J. Fyall, Sustainable Development Manager
Benton County
7122 West Okanogan Place
Kennewick, Washington 99336
509-736-3053

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION & INVOICING

The parties acknowledge that Federal funding, passed first through the State and then through the COUNTY, is made available to support CONTRACTOR personnel in their work on CARES Act Community Support Grant Program development and implementation services described in this Agreement. The work scope of this Agreement (**Exhibit A**) is completely separate from and in addition to the work scope of the annual economic development agreement between the COUNTY and the CONTRACTOR; and is also separate from the previous CARES Act contract between COUNTY and CONTRACTOR executed on July 14, 2020 (Benton County Resolution 2020-466). To compensate CONTRACTOR for the work to be performed under this Agreement, the COUNTY agrees to pay the CONTRACTOR the sum total of $25,000.00. A single, full and final payment of $25,000.00 shall be made by the COUNTY to the CONTRACTOR. The CONTRACTOR shall submit an invoice to the COUNTY in the amount of $25,000.00 on or after October 31, 2020. No invoices may be submitted after October 31, 2020. The COUNTY shall remit payment within twenty-eight (28) days of receipt of the invoice from CONTRACTOR.

6. AMENDMENT AND CHANGES IN WORK

No amendment, modification, or renewal of this Agreement shall be effective, unless set forth in a written amendment signed by both parties.

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

b. **Commercial General Liability Insurance:** CONTRACTOR shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than five-hundred thousand dollars ($500,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than one million dollars ($1,000,000). CONTRACTOR shall provide certificate of such insurance to COUNTY'S representative prior to start of work, with COUNTY as Certificate Holder.

c. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

9. TERMINATION

The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for invoices previously submitted in accordance with this Agreement and a pro-rata payment for the portion of the month for which services were rendered prior to the date any such termination is effective.

10. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement, including, but not limited to, prevailing wage laws.

11. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

12. DISPUTES

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

13. ENTIRE AGREEMENT

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

14. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served.

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

Benton County
Board of Commissioners

Jim Beaver, Chairman

Dated: _____

Constituting the
Board of Commissioners of
Benton County, Washington.

Attest:

Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney

Tri-City Development Council

Karl J Dye

Karl Dye, President

Dated: 9/29/2020

EXHIBIT A

2020 CARES Act
Community Support Grant Program
Agreement #2
Scope of Work

BENTON COUNTY ("COUNTY") has previously contracted with TRIDEC ("CONTRACTOR") for assistance in developing and implementing a business and non-profit organization financial assistance grant program supported by Coronavirus Aid, Relief, & Economic Security Act funds, provided by the federal government and through the State of Washington via the Department of Commerce. The COUNTY has received an additional approximately $734,699.00 pursuant to a September 24, 2020 grant from COMMERCE to the COUNTY ("Grant No. 2") that it wishes to be made available to certain small businesses (20 employees or fewer) through this grant program with the assistance of CONTRACTOR. Under the terms of this Agreement, CONTRACTOR shall:

1. Develop additional eligibility and evaluation criteria for grant recipients in accordance with Grant No. 2 for review and approval by the COUNTY.

2. Develop and administer a grant application process in accordance with Grant No. 2, including:
   a. Time schedule for application process;
   b. Creation of a simple web-based and paper-based application;
   c. Strategy for advertising, publicity, recruitment, marketing;
   d. Collection and organization of applications;
   e. Evaluation of applications, including qualification and prioritization;
   f. Submission of recommendations for funding to COUNTY.

3. Forward recommendations on grant applications regarding Grant No. 2 to COUNTY for approval or disapproval and contracting. Recommendations shall be forwarded to the COUNTY on a rolling basis to keep the process moving. The latest date for submission of recommendations on grant applications by CONTRACTOR shall be no later than October 31, 2020.

4. Develop a follow-up protocol with grant recipients. CONTRACTOR shall synthesize data collected from surveys of grant recipients and prepare and deliver a final report to COUNTY on its work performed under this Agreement no later than December 15, 2020.

# # #

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 6, 2020
Subject:	Approving Change Order No. 1 to V K Powell Construction contract for the Courthouse Upgrades project
Presenter:	Robert Blain
Prepared By:	Shannon Christen
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:**	
☐ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☒ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

On September 1, 2020 the Board of County Commissioners approved Resolution 2020-600 and executed a contract with V K Powell Construction, LLC for the Courthouse Upgrades project in the amount of $1,435,000.00 plus WSST.

After execution of the contract, staff evaluated the project considering new budget information and is recommending the removal of the facade installation on the southern building. This can be evaluated in the future when budget funding is available. Additionally, interest in the separate brick building was expressed by another entity which removed the need to improve that space at this time. A decision was made to remove refinishing the exterior of the Courthouse Annex Addition with an EIFS brick and trim; and sub-project No. 2.-Storage Building Remodel from the Scope of Work.

This Change Order No. 1 will deduct a total of $542,666.00 plus WSST from the original contract amount.

Fiscal Impact

Amount: -$542,666.00 plus WSST

Fund: Capital Projects Fund

Recommendation

Approve the Chairman to sign Change Order No. 1.

Suggested Motion

Approve the Chairman to sign Change Order No. 1 with V K Powell Construction, LLC for the Courthouse Upgrades project decreasing the contract by $542,666.00 plus WSST for a new contract amount not to exceed $892,334.00 plus WSST.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 1 WITH V K POWELL CONSTRUCTION, LLC FOR THE COURTHOUSE UPGRADES PROJECT

WHEREAS, on September 1, 2020 the Board of County Commissioners approved Resolution 2020-600 and executed a contract with V K Powell Construction, LLC for the Courthouse Upgrades project in the amount of $1,435,000.00 plus WSST; and

WHEREAS, a decision was made to remove items from the Scope of Work which will result in a deductive Change Order; and

WHEREAS, the Director of Operations and Capital Programs has negotiated a fair and reasonable price for Change Order No. 1 for a decrease of $542,666.00 plus WSST; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2012-677) requires Board of County Commissioners approval for change orders on public works projects other than road construction; and

WHEREAS, the Director of Operations and Capital Programs recommends that these changes be approved; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 1 with V K Powell Construction, LLC for the Courthouse Upgrades project and authorizes the Chairman of the Board to sign Change Order No. 1, attached hereto, to the contract executed by Resolution 2020-600; and

BE IT FURTHER RESOLVED, the total contract amount will decrease $542,666.00 plus WSST for a new contract amount not to exceed $892,334.00 plus WSST.

Dated this 6th day of October 2020.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Capital Projects
c: Auditor

R. Blain

Change Proposal No. 01

Project:	Courthouse Upgrades	Date:	9/24/2020
	Owner: Benton County 7122 W. Okanogan Place Kennewick, WA 99336	Contractor:	V.K. Powell Construction
		Architect/Engineer:	Meier Architecture•Engineering

You are directed to prepare a cost prepare a cost proposal for the work described below and/or detailed on the attachments referred to:

1. **Delete** refinishing of the Courthouse Annex with thin brick and EIFS materials from the scope of work. The work to be removed from the project scope is outlined on drawings 1-A203, 1-A204, 1-A-301, and 1-A-302 (also includes items identified on Addendum 1 tied to drawing 1-A204).
2. **Delete** "Project 2 – Remodel Storage Building" from the scope of this project (all work defined in the 2-A, 2-S, 2-M, and 2-E series drawings). This scope of work also includes eliminating the proposed new sidewalk from the east side of the Annex to where the proposed new Storage Building lift was intended to be installed (see 3-C101); and removal of the new storm drainage system shown on drawing 3-C121 (including new storm drainage lines that extend from the Courthouse as well as from the Storage building).

Attachments describing the work: __X__ No _____ Yes

Reasons for Change:
Owner request

Change Proposal
We propose to perform all changes described in the proposal request for the following, which covers everything required in connection with the change. All other provisions of the contract remain. We understand that this proposal does not constitute authorization to proceed with specified changes in work until incorporation of this CP into a Change Order by the Benton County Board of County Commissioners.

____ Increase ___ No Change _X_ Decrease In the Contract Amount of: -$542,666.00 (WSST not included)

____ Increase _X_ No Change ___ Decrease In the Contract Time of: _0_ Calendar Days

Contractor: **V.K. Powell Construction** By: Bill Fagnan

Date: 09/15/2020

We have carefully examined the proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Architect: **Meier Architecture • Engineering** By: _____

Date: 09/24/2020

Agency: **Benton County** By: _____

Date: _____

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT	COMMENT
Interstate Concrete, Inc.	02 10 00 Concrete Cutting & Demolition	-$6,017.00	stairs/window wells/enlarged openings
Huber Brothers, LLC	03 20 00 Concrete Reinforcing Steel	-$6,250.00	Sched of Values amount -18.45% *OHP
Inline Steel Fabricators, Inc.	05 52 00 Metal Railings	-$7,030.00	railing at stairs, at ramp, around lift
Intermountain West Insulation	07 21 16 Blanket Insulation	-$12,278.00	Sched of Values amount -18.45% *OHP
Central Valley Plastering	07 24 00 Exterior Insulation Finish System	-$95,576.00	Sched of Values amount -18.45% *OHP
M.G. Wagner Roofing, Inc.	07 54 00 Thermoplastic Membrane Roofing	-$40,116.00	Sched of Values amount -18.45% *OHP
All Valley Sheet Metal, Inc.	07 62 00 Sheet Metal Flashing & Trim	-$18,020.00	Sched of Values amount -18.45% *OHP
TruNorth Door Co., LLC	08 11 13 Hollow Metal Doors & Frames	-$10,416.00	6 doors eliminated from project
Central Valley Glass Inc.	08 80 00 Glazing	-$34,485.00	90% of windows/glazing work removed
RM Drywall	09 21 16 Gypsum Board Assemblies	-$35,057.00	73% of the gyp work is eliminated
Yakima Interiors, Inc.	09 51 13 Acoustical Panel Ceilings	-$19,008.00	74% of the tile ceilings are eliminated
Interiors, LLC	09 65 13 Resilient Base & Accessories	-$1,319.00	this reflects a small portion of flooring
HB Painters, Inc.	09 91 00 Painting	-$11,546.00	33% of painting is eliminated
Pentalift	14 24 23 Hydraulic Passenger Elevators	-$16,836.00	Sched of Values -18.45% *OHP+labor
Coys Plumbing	22 00 00 Plumbing	-$9,000.00	all but some condensate lines removed
Bruce Mechanical	23 00 00 HVAC	-$30,830.00	commissioner room HVAC unit remains
Kinter Electric	26 00 00 Electrical	-$98,661.00	most of electrical bid is technology cost
Ken Leingang Excavating Inc.	31 00 00 Earthwork	-$29,000.00	29% of earthwork is eliminated
	TOTAL SUB CONTRACTOR WORK	-$481,395.00	
V.K. Powell Construction	Self performed items (much of the demo)	-60,950.00	VK Powell outlined 6 pages of items
	SUBTOTAL	-542,395.00	
	B&O Tax = 0.05%	-271.00	
	TOTAL DEDUCT	**-542,666.00**	

**OHP= Overhead & Profit = 18.45% which is to be retained by Contractor per General Conditions 7.3.8*

V.K. POWELL CONSTRUCTION

CHANGE ORDER PROPOSAL

RFP-001

PROJECT:
Benton County Courthouse Upgrades

PROJECT #:
2010

DATE QUOTED:
09/15/2020

TO:
Ed Luebben (Meier Architects / Engineers)
12 W. Kennewick Ave.
Kennewick WA 99336

DAYS ALLOWED FOR APPROVAL:
0

EXPIRATION DATE:

REFERENCE #:
RFP-01

REQUESTED EXTENSION OF TIME IN DAYS:

DESCRIPTION:

1) Remove refinishing of the Courthouse Annex with thin brick and EIFS materials from the scope of work.

2) Remove “Project 2 – Remodel Storage Building” from the scope of this project

TOTAL SUB CONTRACTOR WORK		-$481,445.00
TOTAL SELF PERFORMED WORK		-$60,950.00
SUBTOTAL		-$542,395.00
B&O Tax	0.05%	-$271.20
TOTAL COP AMOUNT		**-$542,666**

APPROVALS

ARCHITECT	OWNER	V.K. POWELL CONSTRUCTION, LLC
BY:	BY:	BY: Bill Frymier
		Bill Frymier
DATE:	DATE:	DATE: 09/15/2020

CHANGE ORDER PROPOSAL : RFP-001

Sub Contractor Breakdown

Benton County Courthouse Upgrades #2010

SUBCONTRACTORS / VENDORS	SUB / VENDOR WORK DESCRIPTION	AMOUNT
Interstate Concrete Sawing & Drilling, Inc.	02 10 00 Concrete Cutting & Demolition	-$6,017.00
Huber Brothers, LLC	03 20 00 Concrete Reinforcing Steel	-$6,250.00
Inline Steel Fabricators, Inc.	05 52 00 Metal Railings	-$7,030.00
Intermountain West Insulation	07 21 16 Blanket Insulation	-$12,278.00
Central Valley Plastering	07 24 00 Exterior Insulation Finish System	-$95,576.00
M.G. Wagner Roofing, Inc.	07 54 00 Thermoplastic Membrane Roofing	-$40,116.00
All Valley Sheet Metal, Inc.	07 62 00 Sheet Metal Flashing & Trim	-$18,020.00
TruNorth Door Co., LLC	08 11 13 Hollow Metal Doors & Frames	-$10,416.00
Central Valley Glass Inc.	08 80 00 Glazing	-$34,485.00
RM Drywall	09 21 16 Gypsum Board Assemblies	-$35,057.00
Yakima Interiors, Inc.	09 51 13 Acoustical Panel Ceilings	-$19,008.00
Interiors, LLC	09 65 13 Resilient Base & Accessories	-$1,319.00
HB Painters, Inc.	09 91 00 Painting	-$11,546.00
Pentalift	14 24 23 Hydraulic Passenger Elevators	-$16,836.00
Coys Plumbing	22 00 00 Plumbing	-$9,000.00
Bruce Mechanical	23 00 00 HVAC	-$30,830.00
Kinter Electric	26 00 00 Electrical	-$98,661.00
Ken Leingang Excavating Inc.	31 00 00 Earthwork	-$29,000.00
	TOTAL SUB CONTRACTOR WORK	-$481,445.00

CHANGE ORDER PROPOSAL : RFP-001

Self Performed Work Breakdown

Benton County Courthouse Upgrades #2010

09/15/2020

COST CODE & DESCRIPTION	QUANTITY	UNIT COSTS				EXTENDED COSTS				
		MATERIAL	LABOR	EQUIP	OTHER	MATERIAL	LABOR	EQUIP	OTHER	AMOUNT
000.000 - VK Powell Self Work	1 lsum	-$18,567.00	-$39,266.00	-$3,172.00	-$2,070.00	-$18,567.00	-$39,266.00	-$3,172.00	-$2,070.00	-$63,075.00
000.000 - Estimating	25 hour	$85.00					$2,125.00			$2,125.00
					SUBTOTAL	-$18,567.00	-$37,141.00	-$3,172.00	-$2,070.00	-$60,950.00
								TOTAL SELF PERFORMED WORK		-$60,950.00

REQUEST FOR PROPOSAL

Meier

RFP NO: 1

DATE: 09/02/2020

PROJECT: BENTON COUNTY COURTHOUSE UPGRADES

PROJECT NO: 8327

OWNER/CONTACT: BENTON COUNTY/ROBERT BLAIN

CONTRACTOR/CONTACT: VK POWELL/BILL FRYMIER

ADDRESS: 620 MARKET STREET, PROSSER, WA 99350

ADDRESS: 1521 VOELKER AVE, YAKIMA, WA 98902

PHONE: 509-736-2704

PHONE: 509-728-0415

RESPONSE REQUESTED BY: BENTON COUNTY

DESCRIPTION OF PROPOSED ***DEDUCTIVE*** CHANGES:

1. Remove refinishing of the Courthouse Annex with thin brick and EIFS materials from the scope of work. The work to be removed from the project scope is outlined on drawings 1-A203, 1-A204, 1-A-301, and 1-A-302; and also includes items identified on Addendum 1 tied to drawing 1-A204.

2. Remove "Project 2 – Remodel Storage Building" from the scope of this project (all work defined in the 2-A, 2-S, 2-M, and 2-E series drawings). This scope of work also includes eliminating the proposed new sidewalk from the east side of the Annex to where the proposed new Storage Building lift was intended to be installed (see 3-C101); and removal of the new storm drainage system shown on drawing 3-C121 (including new storm drainage lines that extend from the Courthouse as well as from the Storage building).

PROPOSED ADJUSTMENTS:

Provide a detailed cost break down for the potential revised scope of work.

This is not an authorization to proceed with work.

OWNER: BENTON COUNTY

BY: _____

DATE: _____

ALL VALLEY SHEET METAL, INC

PO BOX 159

SELAH, WA 98942

(509)249-6255

FAX (509)654-7318

ALLVASM991N7

GREG@ALVALSM.NET

TRANSMITTAL SHEET

TO:	FROM:
Bidding General Contractors	Greg Hayter
COMPANY:	DATE: 7/15/2020
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
RE: Courthouse Upgrades Benton County	YOUR REFERENCE NUMBER:

Having reviewed the architectural drawings and the project manual, we submit our proposal to furnish equipment, material, and labor to complete the following scope of work at the Benton County Courthouse.

We acknowledge (2) addenda; (1) memo. Alternates: N/A.

076200 Sheet Metal Flashing & Trim

Phase I

- prefinished metal cornice cap, surface mount reglet & counterflashing

Phase II

- prefinished metal coping
- galvanized metal scuppers; prefinished metal conductor heads; prefinished metal downspouts
- prefinished perimeter metal at the south entry canopy

Bid Price: $16,530.00

Phase I

- Furnish only: prefinished metal wall flashing (brick to cornice; brick base)

Bid Price: $1,490.00

Exclusions: AIS and/or BAA, permits, sales tax, cost of bonds, engineering, custom colors, insulation, framing and/or sub-framing, roofing, flashing not associated with the items listed above.

If you have any questions, please call.

Sincerely, All Valley Sheet Metal.

Greg Hayter

ARCHITECTURAL METAL EXPERTISE
PERFORMANCE · TRAINING · STANDARDS®

Hermiston
80385 N. HIGHWAY 395
HERMISTON, OR 97838
PH: (541) 567-6813
FX: (541) 564-7644

Bruce Inc. MECHANICAL

Tri-Cities
5115 W. BRINKLEY RE., STE. C
KENNEWICK, WA 99338
PH: (509) 734-0669
FX: (509) 783-8903

Proposal

July 15, 2020

To: General Contractors
At: Estimators
Re: Benton County Courthouse/Storage Building Upgrades

Addendums Acknowledged: 1 and 2
Bruce Mechanical Inc. is pleased to submit this estimate to provide and install the full HVAC system including providing and installing the complete HVAC System as listed: 3 EA VRF Heads, 3 EA ERV's, 1 EA Ductless Split, 1 EA Humidifier, 20 EA Unit Heaters, 1 EA Exhaust Fan, 1 EA EDH, GRD's, Refrigeration, Ductwork, Duct Insulation and Air Balance. We shall also execute the specified demolition. All Equipment to be installed as specified on plans dated (10/17/2019 and 3/27/2020.) The Manufactures full warranty is included on all equipment

Benton County Courthouse/Storage Building Upgrades

- Provide and Install 3 EA VRF Heads as specified
- Provide and install 3 EA ERV's as specified
- Provide and install 1 EA Ductless Split as specified
- Provide and install 1 EA Humidifier as specified
- Provide and install 20 EA Unit Heaters as specified
- Provide and install 1 EA Exhaust Fan as specified
- Provide and install 1 EA EDH as specified
- Provide and install GRD's and Refrigeration as specified
- Execute Demolition as specified
- Provide and Install Ductwork and Duct Insulation as specified
- Quoted as Prevailing Wage Project
- Provide Testing & Balancing as specified
- Hoisting & handling
- Labor & Material
- Permits

Base Bid: $ 83,500.00

Exclusions: BIM, state sales tax, humidifier water supply, plumbing, condensate piping, gas piping, water/electrical connections, starters, conduit, disconnects, high voltage electrical, structural supports/review, painting, patching of roof or any roofing work, concrete cutting & concrete work

I appreciated the opportunity to bid this project with you, if there are any questions please call.

Sincerely,

Jaime Torres
Bruce Mechanical Inc.
(509) 948-4233

Hermiston
80385 N. HIGHWAY 395
HERMISTON, OR 97838
PH: (541) 567-6813
FX: (541) 564-7644

Bruce Inc. MECHANICAL

Tri-Cities
5115 W. BRINKLEY RE., STE. C
KENNEWICK, WA 99338
PH: (509) 734-0669
FX: (509) 783-8903

Proposal

September 11, 2020

To: VK Powell Construction LLC
At: Estimators
Re: Benton County Courthouse Upgrades (RFQ-01 Updated Cost)

Addendums Acknowledged: 1, 2 and RFQ-01
Bruce Mechanical Inc. is pleased to submit this estimate to provide and install the full HVAC system including providing and installing the complete HVAC System as listed: 3 EA VRF Heads, 1 EA ERV's, 1 EA EDH, Refrigeration, Specified Demo, Ductwork, Duct Insulation and Air Balance. We shall also execute the specified demolition. All Equipment to be installed as specified on plans dated (10/17/2019 and 3/27/2020.) The Manufactures full warranty is included on all equipment

Benton County Courthouse Upgrades (RFQ-01)

- Provide and Install 3 EA VRF Heads as specified
- Provide and install 1 EA ERV's as specified
- Provide and install 1 EA EDH as specified
- Provide and install Refrigeration as specified
- Execute Demolition as specified
- Provide and Install Ductwork and Duct Insulation as specified
- Quoted as Prevailing Wage Project
- Provide Testing & Balancing as specified
- Hoisting & handling
- Labor & Material
- Permits

Base Bid: $ 52,670.00

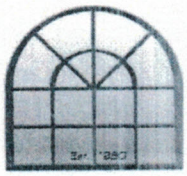
Exclusions: BIM, state sales tax, plumbing, condensate piping, gas piping, additional refrigerant needed, water/electrical connections, starters, conduit, disconnects, high voltage electrical, structural supports/review, painting, patching of roof or any roofing work, concrete cutting & concrete work

I appreciated the opportunity to bid this project with you, if there are any questions please call.

Sincerely,

Jaime Torres
Bruce Mechanical Inc.
(509) 948-4233

88"Serving the Valley Since 1980"



Central Valley Glass Inc.

30 West Mead Ave.
Yakima, WA 98902

Office: (509) 453-6326
Fax: (509) 453-6005

Bob,
Here is the quote for the Court House. All metal will be 2 x 4 1/2 thermal broke bronze. All glass will be 1/4 SB60 over 1/4 clear with tempered safety glass where required for code. This is an installed price into your square and level openings. The final price for this will be $38,167.22. Any lifts needed for this project will be supplied by you.

Accepted By:_____

Respectfully,

Tony Huck
Foreman
30 West Mead Ave.
Yakima, WA 98902
Office - 509 453-6326
Cell – 509 945-3984
Fax – 509 453-6005
Tony@centralvalleyglass.com

"Serving the Valley Since 1980"

Central Valley Glass Inc.

30 West Mead Ave.
Yakima, WA 98902

Office: (509) 453-6326
Fax: (509) 453-6005

Bob,
Here is the revised quote for replacing 5 failed units at the Benton County Court House. We will be replacing 3 tempered units and 2 annealed units. All glass will be 1/4 Solar ban 60 over 1/4 clear with tempered safety glass where required. The installed price for these unit replacements will be $3,682.12.

Accepted By:_____

Respectfully,

Tony Huck
Foreman
30 West Mead Ave.
Yakima, WA 98902
Office - 509 453-6326
Cell – 509 945-3984
Fax – 509 453-6005
Tony@centralvalleyglass.com

Proposal

Page No. of Pages

CENTRAL VALLEY PLASTERING, INC.

CONTRACTOR #CENTRVP042M2
410 Schut Rd.
MOXEE, WA 98936
Phone/Fax (509) 452-7289
Mobile (509) 930-8948

PROPOSAL SUBMITTED TO	PHONE	DATE
V.K. POWELL L.L.C		
STREET	**JOB NAME**	
	BENTON COUNTY COURTHOUSE ADDITTION	
CITY, STATE and ZIP CODE	**JOB LOCATION**	
YAKIMA WA	PROSSER WA	
ARCHITECT	**DATE OF PLANS**	**JOB PHONE**
MEIER		

We Propose hereby to furnish material and labor complete in accordance with specifications below, for the sum of:

NINETY FIVE THOUSAND FIVE HUNDRED SEVENTY SIX dollars ($ 95,576.00).

Payment to be made as follows:

25% TO START, IN FULL UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Ben Mathews

Note: This proposal may be withdrawn by us if not accepted within _____ days.

We hereby submit specifications and estimates for: DRYVIT BRICK SYSTEM OVER DRYVIT BACKSTOP MOISTURE BARRIER. 4' HORIZONTAL BAND CUT INTO BLOCKS WITH V-GROOVES. CORNICE AT TOP OF WALL. LIMESTONE FINISH ON BAND & CORNICE.

COYS PLUMBING LLC
PROPOSAL

Coy Ewalt
Cell (509) 781-1096
WA L&I: 862,921-02
Contractors Lic.: COYSPPL885OE

130 W. Nunn Rd.
Prosser, WA 99350
(509) 786-4319

July 15, 2020

PROPOSAL SUBMITTED FOR: Benton County Courthouse
Kim Freeze kim@vkpowell.com 509-248-8148

Bid Includes:

Core drill exterior wall for water line penetration.

Install water line inside building to humidifier.

Install PRV-1.

Insulate water piping.

Install condensate drains.

We acknowledge Addenda's 1&2.

Subtotal	10,000.00
No tax	0.00
Total	**$ 10,000.00**

Courthouse Condensate Drains <1,000.00>
* 9,000.00

H B Painters Inc.

Commerical ,Industrial,Floor coating Halar Coatings
Floor grinding and bead blasting
6562 W. Brinkley Rd.
Kennewick WA. 99338
509 783 4134 fax 509 735 9236
HBPAI379N9**
Since 1953

Bid Proposal

Date: 9/14/2020
Job/project: Benton county courthouse upgrades pr 01
To: V K Powell
Attn: Bill
Fax/Email:
From: Stacy email:stacyhbp@aol.com Cell 509 539 2220
Addendums Seen: 0
Total number of pages (including cover page) 1
H B Painters agrees to perform the following per arch drawings
Deduct painting of all exterior work on courthouse annex and entire storage building including labor and materials

Painted gyb wall	**5904 sf**	**$4,309.00**
Painted gyb ceiling	**40 sf**	**$30.00**
Open ceiling	**206 sf**	**$61.00**
Painted wood door	**3**	**$210.00**
Sealed concrete	**5332 sf**	**$4,798.00**
Painted rails	**668 lf**	**$735.00**
Painted CB fascia	**33 lf**	**$33.00**
Painted wd frames	**3**	**$210.00**
Painted conc beam	**320 sf**	**$320.00**
Hollow metal frame	**6**	**$420.00**
Hollow metal door	**6**	**$420.00**
Total deduct		**-$11,546.00**

HUBER BROTHERS, LLC
411 Keys Road • YAKIMA, WA. 98901 • FAX: (509) 452-6265 • Telephone (509) 457-1555 • tom@huberbros.com

Proposal to Supply Material & Labor	
Date	**7/15/2020**
Submitted to	**Generals**
Attention	**Estimators**
Project	**Benton County Courthouse Upgrades**
	Prosser, WA

We hereby submit specifications and estimates for providing all supervision, labor, supplies, and equipment for furnishing and Installing the reinforcing steel on the above referenced project.

Addendums: #1, #2

Rebar:

Project 2 – New Elevator Pit & New Stairway

-furnish Only **$2,650.00**

-Installation **+$3,600.00**

Includes: ONE delivery of material to the jobsite.

Excludes: No retainage on material ordered and delivered. No more than 5% retainage on labor amounts owed.

We require a minimum of 2 weeks lead time for first submittals after receipt of CAD files or drawings for our use. 3 weeks lead time to fabricate and deliver bar plus review time by architect/engineer.

Huber Brothers, LLC – Terms and Conditions for Material Sale

1. **General Contractor to provide hoisting and operator to unload material.**
2. **Unless otherwise noted, prices quoted for FOB truck jobsite are nearest point accessible to 48' trailers, full truck load quantities.**
3. **Any reference to approximate quantities or approximate weights is for convenience only.**
4. **In the event the Customer accepts only a portion of the Bid items quoted, Huber Brothers, LLC reserves the right to reject the Quote in its entirety, reject a portion thereof, or re-quote specifically for the Customers request whether for Material or Labor or a combination of furnish and install.**
5. **Unless specifically noted on the proposal the General Contractor is responsible for verifying quantities on all unit price bid items including Wire Mesh, Smooth Dowels, Mechanical Couplers and Form Savers.**
6. **Prices include supply, detailing, fabrication and FOB trucks to job site. I understand that Huber Brothers, LLC has created this Bid Quote based upon information provided by me. I agree to pay all sums owed for the materials ordered and delivered and for labor performed less any agreed retainage within 30 days of invoice receipt. Compound interest at 18% per annum shall accrue on all sums owed but not paid when due. If any legal**

INLINE STEEL FABRICATORS, INC.
AISC Certified
P.O. Box 9396, Yakima, WA., 98909
(509) 248-4554 (extension 103) FAX (509) 248-9671

Revised Pricing

Date: 7/15/20
To: V.K. Powell
ATTN: Paul

Re: Benton County Courthouse Upgrade

Pricing to supply, fabricate, our shop coat prime and deliver FOB job site:
1ea sloped aluminum 2-line ramp rail
2 each steel sloped ramp rails
Tope elevator three side guardrail with gate at one side
Bent 3/8 sill plate around three side elevator opening top wall
2 each stair rail with grab and landing rail
Total $9,530.00

Specifically excluded are all costs of bonding, taxes, glass, hat channel, installation, CA studs, erection, testing, **liquidated damages**, joist and joist connection bolt hardware, Simpson or like buy out brackets or hardware, decking, all nonferrous materials, steel shims, epoxy, special paints or primers, **erection aids,** verification of field dimensions, **templates for anchor bolts**, bolts to or through wood, concrete and masonry, holes for other work, nail holes, electrical, stamped engineered drawings (stamped calcs, only), mechanical, HVAC and refrigeration drawings, all malleable and gray iron castings, bumper guards, touch up paint, all galvanizing (unless noted as included), any and all items not specifically noted as included above, cost of special testing or procedures of special testing.
This proposal is based on terms net 30, no retainage. Pricing is based on availability of warehouse steel. Fabrication and delivery schedules will be based on receipt of approved shop drawings after cleans up and dispersed to shop for fabrication and existing shop workload at time of release. Unauthorized overtime by sub-contractors under any circumstances. Detail drawings to be billed and paid for as a separate line item at schedule of values. Inline Steel will be notified in writing by the general contractor, of any claimed deficiencies in the materials which Inline Steel Fabricators Inc. manufactures and/or supplies under the Project Order. Following notification, Inline Steel Fabricators, Inc. shall have the right to first inspect the claimed deficiencies, and following inspection, Inline Steel Fabricators, Inc. shall be given a reasonable opportunity to correct any deficiencies by providing replacement products or by repairing any defective products at its sole cost and expense. All change orders to be given by purchase order, processed and payment approved prior to fabrication. Use of this bid number indicates acceptance of all terms and conditions as stated above and shall be incorporated into all contract documents.

Signed by:_____

Michael W. Corn
INLINE STEEL FABRICATORS, INC.
Note: This proposal may be withdrawn if not accepted within 10 days.

WA Lic.# INLINSF077OL
OR Lic.# 118202

Bill Frymier

From: Michael Corn <mikecorn@inlinesteel.com>
Sent: Monday, September 14, 2020 2:06 PM
To: Bill Frymier
Subject: RE: Benton County Courthouse Upgrade REVISED

Plugged $2,500.00 for aluminum rail on 1-A503.
Paul talked me into it originally.
Have to farm it out. Our shop is to steel dirty for this stuff

---

From: Bill Frymier <bill@vkpowell.com>
Sent: Monday, September 14, 2020 1:47 PM
To: Michael Corn <mikecorn@inlinesteel.com>
Subject: FW: Benton County Courthouse Upgrade REVISED

Mike:
The owner is deleting quite a bit of the project due to declining tax revenues.

Can you give me a price for just the aluminum handrail in your quote.

Thanks.

Bill Frymier
VK Powell Construction LLC
P: (509) 248-8148
F: (509) 248-1172
Bill@VKPowell.com

V.K. POWELL CONSTRUCTION

From: Michael Corn <mikecorn@inlinesteel.com>
Sent: Wednesday, July 15, 2020 1:18 PM
To: Paul Schmitt <pschmitt@vkpowell.com>
Subject: Benton County Courthouse Upgrade REVISED

Paul,
Revised scope and pricing attached.
Thank you,
Mike

Michael W. Corn
President/Estimator

Interiors, LLC

2601 River Road, Yakima, Washington 98902 * Phone (509) 728-3736 * Fax (509) 453-2998

Change Order Request:

Project: Benton County Courthouse Upgrades

Date: 09-10-2020

To Contractor: V.K. Powell Construction – Bill Frymier

Request No: 1

Response To: FRP #1

Method of Response: E-mail Attachment

Description:

Delete Storage Building Rubber BaseMaterial.....$748.80
Delete Storage building Rubber Base Install.....$720.00
Estimating Fee.....($150.00)

Proposed Cost Credit: $1,350.80

Standard Exclusions Apply

Intermountain West Insulation
1026 N 34th Ave Yakima Wa 98902
Office: (509) 469-0328 Fax: (509) 248-5546
Contract Registration # IWIINI*111MU
E-mail: iwiyakima@yahoo.com
www.iwinsulation.com

CERTIFIED ENERGY EXPERT

BIBCA CERTIFIED PLATINUM CONTRACTOR

NORTHWEST ENERGY STAR HOMES

Insulation Quote

Client Information

Name	All Generals
Address	Benton County Court House Improvments
City, State	Prosser wa
Phone	
Fax	
Email	
Cell	

Billing Address	
City, State	
Bid Date	7-14-20
Good Until	60 Days
	Quotes off prints subject to walk thru when framed

Qty	Description		Unit Price	TOTAL	PW	47.37
	Interior Walls	R11x15				
	Exterior Walls	R21x15+ 6 Mil Poly				
	Rim Joist	R21x15 + FSK Facing				
				Subtotal	$ 11,398.00	
				Options from below		0%
				Sales Tax	TAX ID #	0%
				Total		

Invoice for walls/Floor Invoice for Attic Blow

If we arrive at job site and job is not ready, trip charge of $ ___80-150_ will be charged. We require 24 hrs notice to cancel job.

Prodution Notes:

Rapid Response system:

Acceptance of this bid, indicated by contractor's signature or verbal authorization to begin work, requires contractor to pay all legal costs, attorney fees, and all other expenses involved in the event legal action is necessary for the collection of this quotation.

Contractor Signature: _____

Salesman: Mark Cook

	Options (Not included in subtotal)		Price	Option Totals	Piece Rate	Totals
OPTION	Between Floor	R30x16		$ 6,842.00		
OPTION	Caulk & Foam Exterior, Plates & Penatrations Windows & Doors			$ 880.00		
Excludes	Tax., Bond,Rigid Board, Fire Caulking , Fire Safing, Duct Wrap					
NOTE	**Exterior Plates must be cleaned or additional charges WILL Apply**					$ -

Offering Thermal Imaging, Foam Spray & Garage Doors

INTERSTATE SAWING & DRILLING LLC

July 14, 2020

VK Powell Construction

Attention: Bill Frymier

Subject: Benton County Courthouse Remodel Storage Building

Item	Price
A. Wall Saw-Slab Saw-Chain Saw-Removal	$ 6,017.00

Description

A. Wall Saw
1 – 5' x 7' x 6" opening in outer wall with railing
1 – 2'6" x 4' x 12" enlargement in wall flush with slab
1 – 3' x 4'6" x 12" enlargement in wall flush with slab
Cut footing out from under slab outside
Chain Saw
All corners in openings to prevent over cuts
Electric Slab Saw
1 – 6' x 12' x up to 6" deep section of concrete slab in basement
Hand Saw
1 – 3' x 7' x up to 6" deep section of concrete slab cut flush against exterior wall outside
Remove all concrete off site

Contractor Provides:

Layout of all core drill holes and cut lines
4 days notice for call outs
All areas dug out for access to wall cutting
Work is quoted to be performed during regular day time hours

Thank you for giving us the opportunity to submit our bid. Please feel free to contact me regarding any questions you may have.

Thank you,
David Desserault

2455 Beaudry Road, Moxee WA 98936 • 509.834.2044 • Fax: 509.452.7334
WA Contractor's License No. INTERSL910KH

Ken L'eingang Excavating Inc.

Serving the Northwest's commercial excavation needs since 1969.

V.K. POWELL CONSTRUCTION
1521 Voelker Ave.
Yakima, WA. 98902

September 8, 2020

Attn: Bill Frymier

Re: Benton County Courthouse – Sitework - **REVISION**

As per preliminary plans, we are pleased to quote the following.

Frontage:
1) Sawcut for necessary concrete and asphalt removal around frontage of property.
2) Remove and dispose of approx. 2,500 s.f. of concrete sidewalk.
3) Remove and dispose of approx. 3,415 s.f. of asphalt.
4) Subgrade area for sidewalk and asphalt sections.
5) Excavate and backfill for approx. 73 l.f. of curb and gutter along with 491 l.f. of barrier curb.
6) Furnish and place .17' of 5/8"- for new sidewalk section. (Approx. 2,500 s.f.)

Sitework:
1) Sawcut and remove necessary sidewalk for new water line.
2) Furnish and place .33' of 5/8"- for onsite sidewalk.
3) Lawn area to be leveled with native material.

Water Line:
1) Furnish and install approx. 16 l.f. of 2" PEX water line and valve as per drawing.
2) Furnish and install (1) 2" DCVA complete as per plans.
3) Includes bedding.

Price: $64,300.00

Our bid *excludes* the following:
- Any engineering, staking, or compaction testing.
- Any city/county fees or permits unless mentioned above.
- Any site fencing.
- Any TESC measures at this time.
- Any electrical or mechanical trenching.
- Any gravel for asphalt section.
- Any concrete or asphalt work/repair.

Ken Leingang Excavating Inc.

Serving the Northwest's commercial excavation needs since 1969.

Deducts for revised scope of work.

- Demo of interior courtyard including sawcutting, removal of concrete/sod: $3,750.00
- Footings/elevator pit: $5,000.00
- Courtyard drainage: $18,000.00
- Interior sidewalk prep: $2,250.00

Please feel free to contact our office should you have any additional questions.

Thank you,

Darren Leingang

1117 No. 27th Ave. • Yakima, WA 98902 | Bus: 509.575.5507 | Fax: 509.457.3297 | www.kleinc.com

WA# KE-NL-EE*2010D | CCB #141349

Bill Frymier

From: Josh Radosevich <josh@kinterelectric.com>
Sent: Friday, September 11, 2020 3:15 PM
To: Bill Frymier
Subject: RE: Benton County Courthouse Remodel
Attachments: BCCR RFQ01 Delete Storage Building.pdf

Bill,
The deduct in scope per RFQ-01 is -$98,661.21

Thank you,

Josh Radosevich

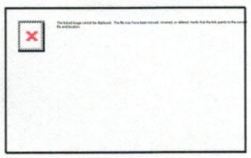
KINTER ELECTRIC

SERVICE & QUALITY
2761 E. Edison Rd.
Sunnyside, WA 98944
Cell (425) 830-2270
Office (509) 839-3900
Fax (509) 839-3200
josh@kinterelectric.com

From: Bill Frymier
Sent: Wednesday, September 2, 2020 7:42 PM
To: josh@kinterelectric.com
Subject: Benton County Courthouse Remodel

Attached please find RFQ-01 for the Benton County Courthouse.

Bill Frymier
VK Powell Construction LLC
P: (509) 248-8148
F: (509) 248-1172
Bill@VKPowell.com



Benton County Courthouse Upgrades
RFP #01 - Omit Storage Building Electrical

Job ID: JOB-2020--0295 Project: Benton County Courthouse - Omit Annex Building

Phase	SubPhase	Total	
QUOTED	STORAGE BUILDING	39,772.39	Fixtures, lighting controls, Distribution
FIXTURES	STORAGE BUILDING	6,541.09	Fixture Installation
DEVICES	STORAGE BUILDING	11,027.15	Device boxes and installation
BRANCH	STORAGE BUILDING	15,076.94	Branch conduit and wire
HVAC & MOTORS	STORAGE BUILDING	5,283.50	Lift, feeders, HVAC connections
FEEDERS	STORAGE BUILDING	2,422.98	Interior panel feeders
DISTRIBUTION EQUIPMENT	STORAGE BUILDING	2,247.77	Distribution Equipment installation
HAZARDOUS LOCATIONS	STORAGE BUILDING	15,130.77	Tunnel feeder Work
COMMUNICATIONS	STORAGE BUILDING	1,158.62	Communications
		98,661.21	

KINTER ELECTRIC PO BOX 1058SUNNYSIDE, WA 98944 Phone: 509-839-3900 Web:

M.G. Wagner Co., Inc.
ROOFING SPECIALISTS
Since 1987

ROOFING BID

To: VK Powell Construction

From: Ric Fernandez

Pages: 1

Phone:

Attn: Bill

PROJECT: ***Courthouse Upgrades – Benton County (Project 2 – Storage Building Only)***

SECTIONS: 070150 (Roofing demo), 075323

SCOPE OF WORK: Complete tear off and disposal of existing roof system, R30 rigid insulation, ¼-inch Dens Deck Prime coverboard, fully adhered 90mil EPDM roof system, manufacturer's 30-year NDL warranty with 72mph wind speed coverage. Bid includes exterior canopy roof.

BASE BID: $40,116.00

EXCLUSIONS: *Sheet metal*

We recognize 2 Addenda and 1 Memo

PENTALIFT EQUIPMENT CORPORATION

Tuesday, July 14, 2020
Quote No: 114218B
ID: VKPOWE

VK Powell Construction
1521 Voelker Ave
Yakima, WA 98902
509-248-1172 (P)
N/A (F)

Ian Winterbotham
Inside Sales Representative
(519) 763-3625 X232
IWinterbotham@pentalift.com

Attention: Kim Freeze
We are pleased to submit our quotation for the following Pentalift equipment
Reference: Benton County Courthouse Upgrades

Qty: 1
Model: 22TSL60844 TSL-Series Triple Scissor Lift Table
Capacity: 4,000 Lbs. - Uniformly distributed load
Low Height: 22.00" **Vertical Travel:** 132.00 " **Raised Height:** 154.00" **Lift Time:** 51 **seconds approx**
Note: To accommodate precise matching of the lift table in its fully lowered position with an adjacent object or structure, allow 1/4" additional to the lowered height stated and use shims(shim as per the installation instructions) to match exactly.
Platform Size: 60.00 **" Wide x** 84.00 **" Long**
Platform Material: Checkered Platform
Frame Size: 48 **" Wide x** 72 **" Long**
Install Style: Stationary - Pit Mounted (New Pit)
Finish: Enamel Paint
Color: Gray
Power Unit: Remote 5HP 460/3/60 on 20 ft of hose.
Primary Control: Push Button w/ coil cord - 20 ft extended
This equipment includes Pentalift standard controls and wiring. If there are specific requirements for controls and/or wiring, please ensure these are discussed with your Pentalift representative and confirm that they are listed on quotation before placing order.

Standard Features:
- Highly visible, detailed safety and operation decals for greater visibility and safety
- Full width hinge pins, cross bracing and roller retainers
- High pressure hose upgrade used to connect all hydraulic cylinders to junction block on frame
- Lagging brackets welded to frame
- Scissor legs are solid steel, one piece construction with precision reamed holes for accurate alignment and table operation
- Lubricated for life, maintenance free bearings at pivot points Center pin, leg pin and leg rollers are equipped with Teflon and Fibre bushings running on ground and chromed steel pins
- Pre-wired motor controls (NEMA12)
- Reservoir is filled with oil
- Exclusive PentaFLOW hydraulic bypass cylinder(s)
- Top and bottom roller retainer

Total Weight (lbs): 3,980

Net Price per Unit: **$16,835.76**
U. S. Funds

Pricing is based on all items and quantities being ordered and shipped at the same time
All applicable taxes extra

This equipment will require customer signed Elevator Disclaimer prior to proceeding with fabrication.

Quote remains in effect for 15 days
Once this quotation expires, please contact your Pentalift representative to confirm pricing.

Mechanical Options

Access Chain End: Access Chains for Guard Rails/Lip Post - double chain on Rolling end	**Included In Net Price**
Guard Rail: Removable 42in High c/w mid-rail & 4 in high kick plate - side(s) (B & D) 84in	**Included In Net Price**
Toe Guards: Bevel Toe Guards	**Included In Net Price**

Options

Hydraulic Velocity Fuse: Prevents free fall if the hydraulic hose is severed May not lock with lighter loads on platform	**Included In Net Price**
Maintenance Stand: Maintenance Stand	**Included In Net Price**
Safety Striping: Safety Striping (4 sides)	**Included In Net Price**

Electrical Options

SUBCONTRACTOR SUMMARY

	WHO	ORIGINAL PRICE	REVISED PRICE	CREDIT
Concrete Cutting / Demo	INTERSTATE	$6,017	$0	-$6,017
Rebar	HUBER	$6,250	$0	-$6,250
Metal Fabrication	INLINE	$9,530	$2,500	-$7,030
Thermal Insulation	INTERMOUNTAIN	$12,278	$0	-$12,278
EIFS	CENTRAL VALLEY	$95,576	$0	-$95,576
EPDM Roofing	WAGNER	$40,116	$0	-$40,116
Sheet Metal Flashing and Trim	ALL VALLEY	$18,020	$0	-$18,020
Hollow Metal Doors and Frames	TRUNORTH	$18,331	$7,915	-$10,416
Aluminum Windows	CENTRAL VALLEY	$38,167	$3,682	-$34,485
Gypsum Board	RM DRYWALL	$43,398	$8,341	-$35,057
Acoustical Panel Ceilings	YAKIMA	$25,664	$6,656	-$19,008
Resilient Base and Accessories	INTERIORS	$0	$0	-$1,319
Painting	HB	$0	$0	-$11,546
Hydraulic Lift	PENTALIFT	$16,836	$0	-$16,836
Plumbing	COYS	$9,000	$0	-$9,000
HVAC	BRUCE	$83,500	$52,670	-$30,830
Electrical	KINTER	$0	$0	-$98,661
Site Clearing	LEINGANG	$93,300	$64,300	-$29,000

TOTAL CREDIT -$481,445

RM Drywall

E mail: ronwmartin60@gmail.com

Date: 7/15/2020

Proposal: Drywall

Location: Courthouse upgrades – Benton county

- Sheetrock tape and finish new walls on the third floor, Match existing finish as close as possible

Annex:

- Sheetrock and finish to a level 4 exterior walls on the first and second floor
- Patch existing walls (electrical outlets, old heater demo, base)
- Tape cracks in the existing plaster
- Sand or rough up existing walls for mud adhesion
- Skim coat existing walls, sand smooth
- Clean up and remove scrap into provided dumpster
- Prevailing wages pd.
- Addendums acknowledged

Exclusions: Wood or plywood, sound insulation, Heat, sound or fire caulk, door grout, delegated design, welding. Protection and cleaning of exposed concrete floors or floors finished with clear coat or stain (equipment rooms, apparatus bays etc.) will be the responsibility of the G.C. /painters/flooring installers.

Total price (excludes WA. Sales tax): $ 43,398.00
Any questions please call Ron at 509-366-1595
Proposal may be withdrawn if not accepted within 30 days

Ron Martin
Estimator

7731 Byers rd. Pasco WA. 99301
Tel. 509-366-1595 * WA license # RMDRYMD814PB

RM Drywall LLC

E mail: ronwmartin60@gmail.com

Date: 9/11/2020

Proposal: Drywall

Location: Benton county courthouse

- Original bid $ 43,398.00
- Credit for Annex building $ 35,057.00
- Total for 3rd. floor work $ 8,341.00

Exclusions: Wood or plywood, sound insulation, Heat, sound or fire caulk, door grout, delegated design, welding. Protection and cleaning of exposed concrete floors or floors finished with clear coat or stain (equipment rooms, apparatus bays etc.) will be the responsibility of the G.C. /painters/flooring installers, Pre prime.

Total price (excludes WA. Sales tax): $ 8,341.00
Any questions please call Ron at 509-366-1595
Proposal may be withdrawn if not accepted within 30 days

Ron Martin
Estimator

7731 Byers rd. Pasco WA. 99301
Tel. 509-366-1595 * WA license # RMDRYMD814PB

TruNorth Door Co., LLC

3614 Grandview Street
Gig Harbor, WA 98335
253-358-3050 , Fax 253-857-8637

Custom Hollow Metal-Architectural Wood Doors-Finish Hardware

Project Proposal

July 15, 2020

VKPowell
Attn: Estimating

Project: Benton County Courthouse Upgrades – Prosser, WA

TruNorth Door Co., LLC proposes to provide Hollow Metal Frames, Hollow Metal Doors, Flush Wood Doors, and Finish Hardware, per plans and specs for the above referenced project, F.O.B. jobsite, for the sum of ---------- **$18,331.00**

Sections Covered: 08 11 13 Hollow Metal Doors and Frames, 08 14 16 Flush Wood Doors, 08 71 00 Door Hardware

Addenda # 1 & 2 Noted.

General Scope:

6 ea. Hollow Metal Doors, Factory Primed, Galvannealed where specified.
6 ea. Hollow Metal Frames, Factory Primed, Transoms, and Galvannealed where specified.
3 ea. Solid Core Wood Doors, Factory Primed, Lites as specified.
Finish Hardware as specified.

Notes:

1. Excludes bituminous coating, grouting, or insulation of any hollow metal frames.
2. Excludes Glass and Glazing.
3. Includes cores and keying.
4. Includes hardware for one opening on Project 1. Includes all hardware listed for Project 2.

Please contact me with any questions.

Thank you,

Polly Donjee
TruNorth Door Co., LLC
Polly@TruNorthDoor.com
O. (253) 358-3050 | **C.** (253) 433-9171

TruNorth Door Co., LLC

2027 70th Ave West
University Place, WA 9466
253-358-3050 , Fax 253-857-8637

Custom Hollow Metal-Architectural Wood Doors-Finish Hardware

Project Proposal

September 11, 2020

VKPowell
Attn: Estimating

Project: Benton County Courthouse Upgrades – Prosser, WA [Revision]

TruNorth Door Co., LLC proposes to provide Hollow Metal Frames, Flush Wood Doors, and Finish Hardware, per plans and specs for the above referenced project, F.O.B. jobsite, for the sum of ----------
----------**$7,915.00**

Sections Covered: 08 11 13 Hollow Metal Doors and Frames, 08 14 16 Flush Wood Doors, 08 71 00 Door Hardware

Addenda # 1 & 2 Noted. [Revision based on information in RFP #01, dated 09/02/2020]

General Scope:

1 ea. Hollow Metal Frame, Factory Primed.
1 ea. Solid Core Wood Door, Sliced White Maple, Custom Stained.
Finish Hardware as specified.

Notes:

1. Excludes bituminous coating, grouting, or insulation of hollow metal frame.
2. Includes hinges, passage set, closer, and silencers for one opening (US26D finish).

Please contact me with any questions.

Thank you,

Polly Donjee
TruNorth Door Co., LLC
Polly@TruNorthDoor.com
O. (253) 358-3050 | **C.** (253) 433-9171

Item	Description	Takeoff Qty		Labor Amount	Material Amount	Subcontract Amount	Subcontract Name	Equipment Amount	Other Amount	Total Amount
Storage Bldg										
0100.000	**GENERAL CONDITIONS**									
0100.110	*Supervision*									
10	Superintendent - Storage Building	4.00	wk	2,438	-	-		-	-	2,438
	Supervision			*2,438*						*2,438*
0100.120	*Forman*									
10	Forman - Storage Building	4.00	wk	4,977	-	-		-	-	4,977
	Forman			*4,977*						*4,977*
0100.210	*Project Management*									
10	Project Manager - Storage Building	4.00	wk	2,677	-	-		-	-	2,677
30	Clerical - Storage Building	4.00	wk	600	-	-		-	-	600
	Project Management			*3,277*						*3,277*
0100.312	*Project Utilities*									
11	Temp Power Use	9.00	mo	-	900	-		-	-	900
11	Temp Power Hookup	1.00	lsum	-	500	-		-	-	500
20	Temp Lights	3,992.00	sqft	1,021	998	-		-	-	2,019
60	Temp Toilets - Storage Building	2.00	mo	-	300	-		-	-	300
	Project Utilities			*1,021*	*2,698*					*3,719*
0100.315	*Temporary Heat*									
10	Temp Heat	4,500.00	lsum	-	4,500	-		-	-	4,500
	Temporary Heat				*4,500*					*4,500*
0100.410	*Cleaning*									
20	Weekly Cleanup - Storage Building	4.00	wk	369		-		40	-	409
	Cleaning			*369*				*40*		*409*
0100.420	*Final Cleaning*									
20	Contract Final Cleaning - Storage Building	5,220.00	sqft	-	-	522		-	-	522
	Final Cleaning					*522*				*522*
0100.560	*Equipment*									
11	Yard Man (wk)	4.00	wk	885	-	-		104	-	989

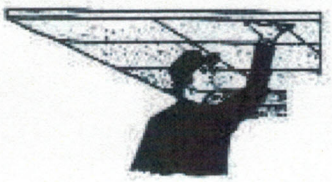
Item		Description	Takeoff Qty		Labor Amount	Material Amount	Subcontract Amount	Subcontract Name	Equipment Amount	Other Amount	Total Amount
		Equipment			*885*				*104*		*989*
0100.580		*Gas & Oil*									
	10	Gas/Oil	778.00	lsum	-	778	-		-	-	778
		Gas & Oil				*778*					*778*
0100.610		*Safety*									
	30	Other Safety Costs - Storage Building	200.00	lsum	-	200	-		-	-	200
		Safety				*200*					*200*
		GENERAL CONDITIONS			**12,967**	**8,176**	**522**		**144**	**0**	**21,809**
0150.000		**SECURITY**									
0150.110		*Temporary Fencing*									
n	10	Temp Fence Rentals	340.00	lnft	-	1,499	-		0	-	1,499
	30	Labor/Move/Relocate	16.00	hr	885	-	-		-	-	885
		Temporary Fencing			*885*	*1,499*					*2,384*
		SECURITY			**885**	**1,499**	**0**		**0**	**0**	**2,384**
0215.000		**SELECTIVE DEMOLITION**									
0215.810		*Other Demolition*									
	20	(7-20) Demo Door Only	1.00	each	28	-	-		-	-	28
	20	(7-27) Demo Door Only	2.00	each	55	-	-		-	-	55
	30	(6-20) Remove Guardrail@ New Elevator	7.00	lnft	221	-	-		-	-	221
	30	(6-26) Remove Accent Band @ New Elevator	7.00	lnft	664	35	-		-	-	699
	30	(8-19) Door & Frame	1.00	each	83	-	-		-	-	83
	30	(8-30) Remove Downspouts	2.00	each	166	-	-		-	-	166
	30	(8-34) Demo South Entry Fascia	33.00	lnft	111	-	-		-	-	111
	30	(9-3) Demo South Entry Soffit Board	130.00	sqft	221	-	-		-	-	221
	30	(11-36) Modify Existing Openings for New HM Frames	4.00	each	885	40	-		-	-	925
	30	Demo & Patch at New Window Well Drains	2.00	each	221	20	200		-	-	441
	30	Demo Miscellaneous Storage Bldg Wall Items (100 lf)	6.00	hrs	332	-	-		-	-	332
	30	Demo Plaster from Storage Bldg Room 002 & 003 Walls	8.00	hrs	442	-	-		-	-	442
	30	Demo Plumbing from Storage Bldg Room 002 & 003 Walls	4.00	hrs	221	60	-		-	-	281
		Other Demolition			*3,650*	*155*	*200*				*4,005*

Item		Description	Takeoff Qty		Labor Amount	Material Amount	Subcontract Amount	Subcontract Name	Equipment Amount	Other Amount	Total Amount
		SELECTIVE DEMOLITION			**3,650**	**155**	**200**		**0**	**0**	**4,005**
0305.000		**CIP CONCRETE**									
0305.115		*Pad Footings*									
	10	Footing Concrete	9.00	cy	221	1,169	-		5	-	1,395
	20	Pad Ftg Forms	85.00	sqft	588	128	-		-	-	715
		Pad Footings			*809*	*1,296*			*5*		*2,110*
0305.130		*Foundation Walls*									
	10	FDN Wall Concrete	6.00	cy	332	751	-		3	-	1,086
	20	Fdn Wall Form	692.00	sqft	4,784	1,107	-		-	-	5,892
	22	3/4" Chamfer	94.00	lnft	260	24	-		-	-	283
		Foundation Walls			*5,376*	*1,882*			*3*		*7,261*
0305.310		*Slab On Grade*									
	10	SOG Concrete	2.00	cy	-	268	-		-	-	268
	21	Edge Forms LNFT	11.00	lnft	55	8	-		-	-	64
	30	Place/Finish Bld Slab	77.00	sqft	4	-	308		-	-	312
		Slab On Grade			*60*	*276*	*308*				*643*
0305.410		*Stairs On Grade*									
	20	Form Risers	72.00	lnft	1,106	108	-		-	-	1,214
	30	Place/Finish Steps	72.00	sqft	885	-	-		-	-	885
	30	Place/Finish Steps	27.00	sqft	53	-	-		-	-	53
	51	Cover/Protect	72.00	sqft	31	1	-		-	-	32
----		Stair Concrete	3.00	cyd	111	375	-		20	-	506
----		Stair Concrete	1.00	cyd	37	125	-		7	-	169
		Stairs On Grade			*2,223*	*609*			*27*		*2,859*
0305.710		*Pump Concrete*									
	10	Pump Foundation	9.00	cy	111	-	-		900	-	1,011
	15	Pump Walls	10.00	cy	111	-	-		900	-	1,011
	20	Pump Thick Slabs	3.00	cy	111	-	-		663	-	774
	20	Pump Thick Slabs	1.00	cy	11	-	-		221	-	232
		Pump Concrete			*343*				*2,684*		*3,027*
0305.715		*Wheel Concrete*									
	20	Wheel Slabs	2.00	cy	442	-	-		10	-	452

Item		Description	Takeoff Qty		Labor Amount	Material Amount	Subcontract Amount	Subcontract Name	Equipment Amount	Other Amount	Total Amount
		Wheel Concrete			*442*				*10*		*452*
0305.820		*Arch Finish (Sack)*									
	20	(9-21) Grout Abandoned Electrical Penetrations	1.00	lsum	332	25	-		-	-	357
	20	Sack & Patch East Stair Walls	114.00	sqft	442	46	-		-	-	488
		Arch Finish (Sack)			*774*	*71*					*845*
0305.830		*Concrete Imbeds*									
	05	Handrail Post Pockets	12.00	each	221	-	-		-	-	221
		Concrete Imbeds			*221*						*221*
		CIP CONCRETE			**10,248**	**4,134**	**308**		**2,728**	**0**	**17,418**
0400.000		**MASONRY**									
0400.110		*Masonry Subcontract*									
	10	(7-16) Patch Brick @ Window Sill Demo	400.00	lsum	-	-	400		-	-	400
		Masonry Subcontract					*400*				*400*
		MASONRY			**0**	**0**	**400**		**0**	**0**	**400**
0570.000		**ORNAMENTAL IRON**									
0570.130		*Hand Rail*									
	20	(10-3) Elevator Pit Railing	2.00	each	332	30	-		-	-	362
	20	(10-5) Elevator Swing Gate	1.00	each	55	-	-		-	-	55
	20	(10-8) Weld Old Railing to New	4.00	each	221	-	640		-	-	861
	20	(10-12) East Stair Railing	2.00	each	442	30	-		-	-	472
	20	(10-17) Basement Ramp Railing	2.00	each	664	20	-		-	-	684
	20	(10-22) Elevator Door Threshold	1.00	each	55	10	-		-	-	65
	20	(10-25) Grout Elevator Door Threshold	3.00	lnft	166	21	-		-	-	187
		Hand Rail			*1,936*	*111*	*640*				*2,687*
		ORNAMENTAL IRON			**1,936**	**111**	**640**		**0**	**0**	**2,687**
0600.000		**ROUGH CARPENTRY**									
0600.110		*Plates/Mudsills*									
	16	(9-14) 2x6 Roof Nailer - PT	472.00	lnft	544	623	-		-	-	1,167
		Plates/Mudsills			*544*	*623*					*1,167*
0600.210		*Stud Walls*									

Item		Description	Takeoff Qty		Labor Amount	Material Amount	Subcontract Amount	Subcontract Name	Equipment Amount	Other Amount	Total Amount
0600.210		*Stud Walls*									
	11	2x6 STD Plate	894.00	lnft	1,030	738	-		-	-	1,768
	16	2x6 PT PLate	446.00	lnft	514	562	-		-	-	1,076
	21	2x6 Studs	2,582.00	lnft	4,200	2,033	-		-	-	6,234
		Stud Walls			*5,744*	*3,333*					*9,077*
		ROUGH CARPENTRY			**6,288**	**3,956**	**0**		**0**	**0**	**10,244**
0670.000		**FINISH CARPENTRY**									
0670.110		*Exterior S & R Trim*									
	22	(8-37) Hardie 1x10 Fascia @ South Entry	33.00	lnft	221	116	-		-	-	337
		Exterior S & R Trim			*221*	*116*					*337*
0670.215		*Exterior Soffits*									
	250	(9-6) Hardie Soffit Board	130.00	sqft	442	225	-		-	-	667
		Exterior Soffits			*442*	*225*					*667*
		FINISH CARPENTRY			**664**	**341**	**0**		**0**	**0**	**1,004**
0800.000		**HOLLOW METAL**									
0800.310		*Install Hollow Metal*									
	20	(11-24) Labor-Sgl Door Frame	6.00	each	664	-	-		-	-	664
	25	(11-28) Labor-HM Doors	6.00	each	498	-	-		-	-	498
		Install Hollow Metal			*1,162*						*1,162*
		HOLLOW METAL			**1,162**	**0**	**0**		**0**	**0**	**1,162**
0805.000		**WOOD DOORS**									
0805.210		*Install Wood Drs*									
	11	(11-34) Install Wood Doors	3.00	each	249	-	-		-	-	249
		Install Wood Drs			*249*						*249*
		WOOD DOORS			**249**	**0**	**0**		**0**	**0**	**249**
0900.000		**GWB SYSTEMS**									
0900.210		*Interior Metal Studs*									
	20	Infill @ Radiators	3.00	each	332	45	-		-	-	377

Item	Description	Takeoff Qty	Labor Amount	Material Amount	Subcontract Amount	Subcontract Name	Equipment Amount	Other Amount	Total Amount
	Interior Metal Studs		*332*	*45*					*377*
	GWB SYSTEMS		**332**	**45**	**0**		**0**	**0**	**377**
1400.000	**ELEVATORS**								
1400.110	*Elevator Sub*								
----	Wheelchair Lift	1.00 each	885	150	-		300	-	1,335
	Elevator Sub		*885*	*150*			*300*		*1,335*
	ELEVATORS		**885**	**150**	**0**		**300**	**0**	**1,335**
	Storage Bldg		***39,266***	***18,567***	***2,070***		***3,172***	***0***	***63,074***



Yakima Interiors, LLC.

509-452-9978 PH. 509-452-9985 Fax
Suspended Ceilings - Metal Stud Framing
2920 River Road Yakima, Wa.98902

PROPOSAL AND ACCEPTANCE

Proposal Submitted To: Contractors		Phone: Email: Cell: Fax:	DATE: 7/15/2020
Address:		Job Name: ***Courthouse Upgrades - Benton County***	
County: Benton		Job Location: Prosser	
Architect: Meier	Date of Plans:	Job Phone:	
We Hereby Submit Specifications and Estimates: SECTION 095123 - ACOUSTICAL PANEL CEILINGS For **$25,663.23 Pus sales tax.** Seen 2 Addendums. Seen 1 Memo.			

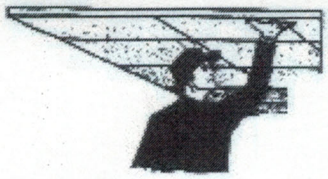
We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **$25,663.23 Pus sales tax.**
Dollars
Payment to be made as follows:_____

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above will become an extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature:
Taylor Vanderwood Taylor Vanderwood

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance_____
Signature_____
Signature_____



Yakima Interiors, LLC.

509-452-9978 PH. 509-452-9985 Fax
Suspended Ceilings - Metal Stud Framing
2920 River Road Yakima, Wa.98902

PROPOSAL AND ACCEPTANCE

Proposal Submitted To: VK Powell ATT: Bill		Phone: 248/8148 Email: Bill@vkpowell.com Cell: Fax: 248/1172	DATE: 9/11/2020
Street:		Job Name: Courthouse Upgrades - Benton County. Rebid Commissioners RM. Only	
City, State and Zip:		Job Location: Prosser, WA.	
Architect: Meier	Date of Plans: 12/30/2019 page 1-A106	Job Phone:	
We Hereby Submit Specifications and Estimates: Section 095123 Acoustical Panel Ceilings.			

We Propose herby to furnish material and labor - complete in accordance with above specifications, for the sum of: $6,656.00 Dollars

Payment to be made as follows:____

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above will become an extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature: _____Elmer Vanderwood_____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance_____

Signature_____

Signature_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/06/2020
Subject:	Approval Requested to Post and Fill Treasurer's Office Vacancy
Presenter:	K. Spencer, K. Yniguez, and L. Wingfield
Prepared By:	K. Yniguez
Reviewed By:	K. Spencer and L. Wingfield

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

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

Summary / Background Information

Resolution 2020-602 required Benton County Board of Commissioners approval prior to posting and filling vacant positions. The Treasurer's Office has a recent vacancy due to the resignation of an Office Assistant III. With tax season approaching, the Treasurer's Office would like to have time to hire and train a new staff member to conduct this vital function. The current vacancy is an Office Assistant III, position 1506.

Fiscal Impact

No supplement required.

Recommendation

Pass motion for position 1506 in the Treasurer's Office to be posted and filled.

Suggested Motion

I move to authorize position 1506, an Office Assistant III in the Treasurer's Office, to be posted and filled.

cc: Auditor, Treasurer L. Wingfield

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 10/6/2020	Execute Contract	____	Consent Agenda	____
Subject: Request to go to Public Hearing	Pass Resolution	____	Public Hearing	____
	Pass Ordinance	____	1st Discussion	__X__
	Pass Motion	____	2nd Discussion	____
Prepared by: Linda Ivey	Other	__X__	Other	____
Reviewed by:				

BACKGROUND INFORMATION / SUMMARY

Benton County was awarded an additional $4,036,000 in CARES Act funds due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) via Resolution approved by the Board of Commissioners on September 29, 2020.

The Award was received after the completion of the 2019-2020 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on October 27, 2020 to potentially approve the request for a budget adjustment for Current Expense, CARES Act, Department 139.

FISCAL IMPACT

Fiscal Impact to Current Expense, CARES Act, Department 139 is budget neutral as eligible expenditures are reimbursed.

MOTION

The Board of Benton County Commissioners hereby approve going to Public Hearing on October 27, 2020 for the potential approval of the request for a budget adjustment for Current Expense, CARES Act, Department 139 in the amount of $4,036,000.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Current Expense**	Fund Number:	**0000101**
Dept Name:	**CARES Act**	Dept Number:	**139**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
513.100.4103	Professional Services	4,036,000	15,135,000
	Total Adjustment	$4,036,000	

Revenue

BARS Number	Item Name	Amount
333.21.9991	CARES Act 1	4,036,000
	Total Revenue	$4,036,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Benton County was awarded an additional $4,036,000 in CARES Act funds due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) via Resolution approved by the Board of Commissioners on September 29, 2020. A Supplement is necessary as the grant was not included in the 2019-2020 budget process.

Commissioners

☐ Approved for Hearing

☐ Denied

_____
CHAIRMAN

Review Notes: _____

_____
COMMISSIONER

_____

_____
COMMISSIONER

AGENDA ITEM	TYPE OF ACTION NEEDED			
Meeting Date: 10/6/2020	**Execute Contract**	____	**Consent Agenda**	____
Subject: Request to go to Public Hearing	**Pass Resolution**	____	**Public Hearing**	____
	Pass Ordinance	____	**1st Discussion**	__X__
	Pass Motion	____	**2nd Discussion**	____
Prepared by: Linda Ivey	**Other**	__X__	**Other**	____
Reviewed by:				

BACKGROUND INFORMATION / SUMMARY

The Benton County Board of Commissioners closed the Vit Impact Fund via Resolution 2019-279.

The Resolution authorized the transfer of the remaining cash in the Vit Impact Fund, Fund Number 0153101, to the Capital Projects Fund, Fund Number 0305101.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing. The Supplement is needed to appropriate budget so the Auditor's Office can make the proper journal entries.

RECOMMENDATION

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on October 27, 2020 to potentially approve the request for a budget adjustment for the Vit Impact Fund, Fund Number 0153101.

FISCAL IMPACT

Fiscal Impact – none

MOTION

The Board of Benton County Commissioners hereby approve going to Public Hearing on October 27, 2020 for the potential approval of the request for a budget adjustment for the Vit Impact Fund, Fund Number 0153101, in the amount of $5,563,630.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	**Vit Impact**	Fund Number:	**0153101**
Dept Name:		Dept Number:	**000**

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
597.100.0017	Transfer Out to Capital Projects Fund	5,563,630	5,695,384
	Total Adjustment	$5,563,630	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	
	Total Revenue	$5,563,630

Basis for Budget Adjustment (Attach Documentation as Appropriate):
The Vit Impact Fund was closed via Resolution 2019-279. The Resolution authorized the remaining cash balance to be transferred to the Capital Projects Fund 0305101. Appropriated budget is needed so the Auditor's Office can make the proper journal entries.

Commissioners

☐ Approved for Hearing

☐ Denied

Review Notes: _____

_____
CHAIRMAN

_____
COMMISSIONER

_____
COMMISSIONER