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 13, 2020

9:00 AM **Call to Order**
Approval of Minutes
- ❖ **October 6, 2020**

Review Agenda

Consent Agenda

Assessor
a. Line Item Transfer, Fund No. 000-101, Dept. 101

Auditor
b. Agreement w/Center for Tech and Civic Life for Planning a Safe & Secure Election Administration
c. Surplus & Disposition of Personal Property
d. Line Item Transfer, Fund No. 0000-101, Dept. 102

Commissioners
e. Line Item Transfer, Fund No. 0305-101, Dept. 000
f. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 120
g. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 126

h. Line Item Transfer, Fund No. 0000-101, Dept. 139
i. Appointment of Earl Morgan to the Benton County Noxious Weed Control Board

Coroner

j. Line Item Transfer, Fund No. 0000-101, Dept. 109
k. Line Item Transfer, Fund No. 0000-101, Dept. 109

Corrections

l. Award to Crown Paper & Janitorial Supply Company for Purchase of Paper & Glove Supplies
m. Award to Crown Paper & Janitorial Supply Company for Purchase of Jail Chemicals & Janitorial Supplies
n. Award to 911 Supply, Inc. for Employee Uniforms & Other Related Items
o. Award to Victory Supply for Inmate Supplies

Facilities

p. Line Item Transfer, Fund No. 0000-101, Dept. 110

Human Services

q. Ratifying First Amendment w/Breanna Zavicar for Community Prevention Coordinator
r. Service Agreement w/Sharon Adolphsen for Support to the Parent Coalition
s. Agreement w/State of WA Dept of Children Youth and Families

Juvenile

t. Line Item Transfer, Fund No. 0000-101, Dept. 138
u. Contract w/Benton Franklin Health District for Medical Services
v. Contract w/North Franklin School District on the Fee for Services

Parks

w. Line Item Transfer, Fund No. 0000-101, Dept. 126

Public Works

x. Line Item Transfer, Fund No. 0101-101, Dept. 500
y. Amending Resolution 2019-336 to Increase the Total Not to Exceed Amount for the Purchase of Tires & Tire Related Services
z. Granting Franchise to Ormiston Orchards to Place an Irrigation Pipe Systems & Facilities in County Road Rights of Way
aa. Granting Franchise to Public Utility District No. 1 of Klickitat County to Place Electric Transmission & Distribution Systems & Facilities in County Road Rights of Way
bb. Renaming Wallgren Road to River Crest Place
cc. Approval of Wallgren Road Construction Plans

Sustainable Development

dd. Disbursement to the City of Prosser for the "Interstate 82 Utility Crossing – Phase Two Project

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

Scheduled Business

Sheriff's Office Requests to Fill Vacancies ~ Commander Law

- DEA Deputy - Public Safety Tax
- Deputy Sheriff – Public Safety Tax

Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Tuesday, October 6, 2020, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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

Absent: County Administrator Jerrod MacPherson (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Robert Blain, Director of Operations/Capital Programs; Adam Fyall, Sustainable Development Manager; Treasurer Ken Spencer; Deputy Treasurer Kirsten Yniguez; HR Manager Lexi Wingfield; Finance Manager Linda Ivey; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of September 29, 2020 were approved.

Review Agenda

Mr. Rasmussen requested to add a discussion on Child-Care Grant Programs to Scheduled Business.

Consent Agenda

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

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

Andrew Klein, Pasco, real estate developer, said there was legislation passed regarding the commercial property assessed clean energy program. He said it needed to be implemented at a local level and he was working with Commissioner Delvin and sent him some language that could be adopted.

Commissioner Delvin said he was having DPA Reid Hay review the legislation and he had some calls into WSAC for their review. Once the issue had been reviewed, he would bring it back for a presentation to the Board.

Mr. Klein mentioned it did not require any investment by the County, only administration, and those costs could be passed along to the developers that use the program.

Second Administrative Agreement with TRIDEC for CARES Act

Adam Fyall presented the agreement with TRIDEC for administering the supplemental grant program for the CARES Act funds. He stated he previously brought a Commerce grant agreement to the Board in the amount of $750,000 for grants to the local business community and this agreement would allow TRIDEC to assist with this process.

MOTION: Commissioner Small moved to approve the new Standard Service Agreement with TRIDEC for assistance and implementing Benton County's CARES Act Community Support Grant Program as presented. Commissioner Delvin seconded.

Discussion

Chairman Beaver requested the Board provide some sort of recognition to the partners showing appreciation of their efforts. Upon vote, the motion carried.

Change Order No. 1 - V K Powell Construction for the Courthouse Upgrades Project

Robert Blain presented Change Order No. 1 with V K Powell Construction. He said after the contract was approved, they revaluated the project and recommended removal of the façade installation on the southern building and could re-evaluate that in the future when budget funding became available. Additionally, there was work scheduled to be done in the old engineering building and they decided to remove that from the scope of work, for a total deduct of $542,666.00 plus WSST.

MOTION: Commissioner Small moved to approve Change Order No. 1 with V K Powell Construction, LLC for the Courthouse Upgrades project, decreasing the contract by $542,666.00 plus WSST as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Position Request – Office Assistant III – Treasurer's Office

Treasurer Ken Spencer and Deputy Treasurer Kirsten Yniguez requested the Board authorize posting and filling an Office Assistant III position in their office. Mr. Spencer said they had a surprise resignation and they needed to fill one of their spots that worked the front line on the collection process.

MOTION: Commissioner Delvin moved to approve position 1506, Office Assistant III in the Treasurer's Office to be posted and filled. Commissioner Small seconded and upon vote, the motion carried unanimously.

Request to go to Public Hearing – Budget Adjustments for 2019/2020 Budget

Linda Ivey presented the following requests to go to public hearing for budget adjustments:

- Current Expense, CARES Act, Dept. 139 - $4,036,000
    - Benton County was awarded an additional $4,036,000 in CARES Act funds received after the 2019-2020 budget process
- Current Expense – VIT Impact Fund, $5,563,630
    - The VIT Impact Fund was previously closed and funds authorized to be transferred to the Capital Projects Fund; the adjustment is needed so the Auditor's Office can make the proper journal entries

MOTION: Commissioner Delvin moved to approve going to public hearing on October 27, 2020 for the request for a budget adjustment for Current Expense, CARES Act, Department 139 in the amount of $4,036,000. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve gong to public hearing on October 27,2020 for the request for a budget adjustment for the VIT Impact Fund in the amount of $5,563,630. Commissioner Small seconded and upon vote, the motion carried.

2021/2022 Budget Discussion

Linda Ivey, Finance Manager and Auditor Brenda Chilton provided an update to the 2021/2022 Budget as follows:

Auditor Brenda Chilton discussed the budget process, including call letter, submittal of requests and revenue projections, and formal submittal of the budget to the Board of Commissioners. Additionally, she discussed the impressive collaborative effort of the Finance Department and the Auditor's Office in putting together the budget.

Ms. Ivey recapped the preliminary budget for Current Expense, stating it was now down to $4.5 million in expenses over revenues (from $5.2 million two weeks prior) for baseline budget. New requests totaled $3.2 million. Public Safety Tax Budget was $6.6 million in expenditures over revenue for baseline, and $1.1 million additional requests. Budget Workshops were scheduled for October 21 and 22, with presentation of the proposed budget on October 27, to go to public hearing on November 17, 2020.

Child-Care Providers Grant Program

Mr. Rasmussen said the County received an additional allocation of CARES Act funds from Washington State Department of Commerce of just over $4 million. He said they worked with regional partners (TRIDEC, Visit Tri-Cities, Tri-City Regional Chamber of Commerce and other area representatives) to identify needs in the community to get residents back to work and identified a need for child-care providers. Providers were currently working under the Safe Start Washington guidelines and some were at risk of closing their doors. If Benton County does not have adequate child-care, people cannot go back to work. He indicated they put together a draft program, with final details to be worked out, for a total amount of $1.3 million in grants, utilizing CARES Act funds. It would be implemented similar to the small business grant program, but they would not be asking TRIDEC to manage this program. There were 127 individual child-care agencies identified in Benton County, although not all would apply or receive funding. It would be first-come first-served, based on a tiered system and he was looking for consensus to approve the program and bring it back for final approval, possibly next week.

The Board agreed to have Mr. Rasmussen move forward with the program and bring it back to the Board for final approval.

Other Business

In-Person Meetings

Commissioner Small asked if anyone knew when the Board members would be able to have meetings under the same roof. Commissioner Delvin said it was up to the Governor and until he

changed the emergency order, those meetings could not happen until Phase 4. However, they were in the process of trying to re-evaluate the phase system.

Matt Rasmussen said the Governor had a special proclamation removing some of requirements of the open public meetings act, specifically prohibiting in-person meetings, and it was extended until November 9, 2020.

Executive Session – Union Negotiations

Mr. Rasmussen announced at 9:42 a.m. the Board would be going into executive session for up to 20 minutes to discuss union negotiations. The Board briefly recessed to reconvene in the Executive Conference Room.

The Board went into executive session at 9:43 a.m. for up to 20 minutes with DPA Stephen Hallstrom (via/teleconference) to discuss union negotiations. Present were Chairman Beaver, Commissioners Small and Delvin (via/teleconference), Matt Rasmussen, Lexi Wingfield, Linda Ivey and Cami McKenzie. The Board came out of executive session at 10:00 a.m. and briefly recessed to reconvene back in the Commissioners' Conference Room.

Matt Rasmussen announced at 10:00 a.m. that no decisions were made in executive session.

Account Payables

Check Date: 09/25/2020

EFT's #: 1431-1456
Transfers #: 09252001-09252003
Total all funds: $214,170.82

Warrants #: 210120-210255
Total all funds: $1,196,474.49

Check Date: 10/02/2020

EFT's: 1457-1462
Transfers #: 10022001-10022005
Total all funds: $1,262,047.90

Warrants #: 210284-210455
Total all funds: $952,216.99

Resolutions

2020-690: Agreement w/Washington Student Association for Student Engagement Coordinator @ WSU
2020-691: Cancellation of Unclaimed Warrants

2020-692: Line Item Transfer, Fund No. 0305-101, Dept. 000
2020-693: Line Item Transfer, Fund No. 0153-101, Dept. 000
2020-694: Line Item Transfer, Fund No. 0131-101, Dept. 000
2020-695: First Amended Contract w/Meir Architecture & Engineering for the Courtroom Audio Visual Upgrade Project
2020-696: Agreement w/Benton-Franklin Community Action Committee for Projects Under the WA State Community Development Block Grant
2020-697: Ratifying Agreement w/Tri-Cities Hispanic Chamber of Commerce for Outreach Services
2020-698: First Amended Contract w/Meier Architecture & Engineering for Shooting Range Facility Design
2020-699: First Amended Agreement w/Selah-Moxee Irrigation District for Water Rights Acquisition; Amending Resolution 2019-925
2020-700: Granting a Utility Easement to Cascade Natural Gas on the East Side of the Wiser Parkway Property
2020-701: Purchase of 500-Gallon Waste Oil Tank From Arrow Construction Supply
2020-702: Purchase of Tactical Jumpsuits From Seattle Sewing Solutions
2020-703: 2nd Standard Service Agreement with TRIDEC – CARES Act
2020-704: Change Order No. 1 with V K Powell Construction – Courthouse Upgrades Project

There being no further business before the Board, the meeting adjourned at approximately 10:00 a.m.

_____ _____

Clerk of the Board Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor

D. Hayes

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Assessor Dept Nbr: 101

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	1109	Commercial Appraiser	$4,500
TOTAL			$4,500

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.240	1175	Temporary Help	$4,500
TOTAL			$4,500

Explanation:

We are requesting $4500.00 from a Commercial Appraiser position budget with surplus be reallocated to support a Temporary position which requires funds until November.

Prepared by: Danielle Haye Date: 29-Sep-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Center for Tech and Civic Life (CTCL) Grant-COVID-19 to Benton County
Presenter:	Brenda Chilton/Benton County Auditor
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe

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

Summary / Background Information

Benton County Auditor is requesting the Commissioner Board's approval for a grant awarded to them from the Center for Tech and Civic Life (CTCL) which is in effect for the period of June 15, 2020 through December 31, 2020. The grant funds are to be used exclusively for "the public purpose of planning and operationalizing safe and secure election administration in Benton County in 2020".

Fiscal Impact

Amount: $101,704.00

Fund: Current Expense (0000101.102)

Recommendation

Chairman of the Board sign the grant agreement between CTCL and Benton County.

Suggested Motion

Approve as part of consent agenda.

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A GRANT AGREEMENT BETWEEN THE CENTER FOR TECH AND CIVIC LIFE (CTCL) AND BENTON COUNTY,

WHEREAS, in response to the challenges posed by COVID-19 to the 2020 elections, the Center for Tech and Civic Life has allocated a grant to Benton County to support their work in the "public purpose of planning and operationalizing safe and secure election administration in Benton County in 2020; and

WHEREAS, Benton County will be awarded $101,704.00; and

WHEREAS, the grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant by December 31, 2020; **NOW, THEREFORE,**

BE IT RESOLVED the Chairman of the Board is authorized to sign the attached Award Letter for the acceptance and agreement between the Center for Tech and Civic Life and Benton County, in the sum of $101,704.00 for the term commencing on the date of execution of the agreement through December 31, 2020; and

BE IT FURTHER RESOLVED that the Auditor is authorized to sign any subsequent documentation, addendums, or modifications necessary to receive and administer this grant.

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

D. Beck
L. Roe

CENTER FOR TECH AND CIVIC LIFE

October 1, 2020

Benton County, Washington

Chair, Benton County Commissioners

PO Box 1440

Prosser, WA 99350

Dear Jim Beaver,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Benton County, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Benton County ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: $101,704.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Benton County in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

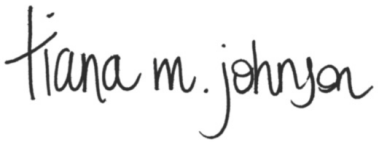
1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes,Election department real estate costs, or costs associated with satellite election department offices, Non-partisan voter education, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, and Temporary staffing. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the County Auditor ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandciviclife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date:_____

From: Reid Hay <Reid.Hay@co.benton.wa.us>
Sent: Friday, October 2, 2020 4:38 PM
To: Brenda Chilton <Brenda.Chilton@co.benton.wa.us>
Subject: Approval as to form of grant agreement

Brenda,

I reviewed the grant agreement provided by the Center for Tech and Civic Life for a grant to the county of $101,704 for election related purposes, and it is approved as to form.

-- Reid

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

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10-13-2020
Subject:	Surplus Resolution
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Horacio Gonzales

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

Type of Agenda Item:

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

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

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

Fiscal Impact

$0

Recommendation

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

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

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

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

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

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

WHEREAS, the items listed by the Sheriff's Department have been assigned an exchange value of $7,124.70 to be credited towards new items listed in attached quote. **NOW, THEREFORE,**

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

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

H. Gonzales

Quantity	Make	Model	Serial Number	Tag Number
4	LWRC Upper Receiver	M6A3	N/A	n/a
1	LWRC Upper Receiver	M6A2	N/A	n/a
1	Colt Upper Receiver	M-4	N/A	n/a
1	Smith & Wesson	M&P15	SN32611	n/a
1	Smith & Wesson	M&P15	SN20527	n/a
1	Smith & Wesson	M&P15	ST85795	n/a
1	LWRC	REPR	SER 76-01639	n/a
1	Trijicon Sight	ACOG	39465	n/a
1	Trijicon Sight	ACOG	58938	n/a
1	Aimpoint	Comp	N/A	n/a
1	EOTECH Sight	512	335245	n/a
1	EOTECH Sight	512	335206	n/a
1	EOTECH Sight	512	335248	n/a
1	EOTECH Sight	512	A0348560	n/a
1	EOTECH Sight	512	A0348341	n/a
1	GG&G	GGG-1245	N/A	n/a
2	Surefire	M500A	N/A	n/a
12	Surefire	6P Flashlights	N/A	n/a

Description	Reason For Excess /Trade
Upper Receiver	End of Sevice Life (EOL)
Upper Receiver	End of Sevice Life (EOL)
Upper Receiver	End of Sevice Life (EOL)
Rifle	End of Sevice Life (EOL)
Rifle	End of Sevice Life (EOL)
Rifle	End of Sevice Life (EOL)
Rifle	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Rifle Optic	End of Sevice Life (EOL)
Bi Pod	End of Sevice Life (EOL)
Rifle Light	End of Sevice Life (EOL)
Rifle Light	End of Sevice Life (EOL)
TRADE FOR	**(15) Trijicon RMR's Type 2 - 3.25 MOA (P/N: RM06-C-700672)**
TRADE FOR	**(15) Trijicon RMR Sealing Kits (P/N: AC32064)**

Talos Tactical, LLC

Quote

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

SOLD TO:
Benton County
Todd Carlson

SHIPPED TO:
Same

QUOTE NUMBER	
QUOTE DATE	October 2, 2020
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	COLL

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
15	Trijicon RMR 06-C Optics	459.99	$6,899.85
15	Trijicon RMR Glock Adapter Plates	14.99	224.85
	Proposed trade for surplus guns, optics, and accessories		
		SUBTOTAL	7,124.70
		TAX	0.00
		FREIGHT	
			$7,124.70 PAY THIS AMOUNT

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

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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS
WITHIN CURRENT EXPENSE FUND NUMBER 0000101, Department 102

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: 102

Fund Name: Current Expense Fund Nbr: 0000101

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

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.410	3101	Supplies	$15,000	514.410	3508	Computer Replacement	$15,000
TOTAL			$15,000	TOTAL			$15,000

Explanation:

The transfer is necessary to cover the cost of computer equipment purchased as a result of COVID-19 and set up of the voting center. Grant funding was received from both CARES and HAVA3 and a budget adjustment was made to account for the expenditures. In addition, the Auditor's Office has now also received a $25,112.44 grant to comply with ESB 6313, requiring a Student Engagement "HUB" at WSU-TC. The prior budget adjustments are adequate to cover the additional grant funds/expenditures. Computer equipment purchases are also necessary to set up the HUB at WSU-TC.

Prepared by: B. Chilton Date: 10/1/20

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 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

Linda 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
594.200	4103	Professional Services	$7,500	518.301	9169	Road Fund Services	$7,500
TOTAL			$7,500	TOTAL			$7,500

Explanation:

To appropriate funding for Road Dept services provided to the fund.

Prepared by: Linda Ivey | Date: 01-Oct-2020

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 120

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Corrections

Dept Nbr: 115 to Department Number 120

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 120

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$75,000	523.620	1933	Salary Attrition Allowance	$50,000
				523.620	2119	Paid Family Leave Act	$25,000
TOTAL			$75,000	TOTAL			$75,000

Explanation:

To appropriate funding for Wages & Benefits in the Corrections Department. COLA's for 2019, 2020 and retro 2018 were not included in the 2019-2020 budget for Corrections Officers.

Prepared by: Linda Ivey

Date: 13-Aug-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 126

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Park Departmer

Dept Nbr: 115 to Department Number 126

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 126

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$18,000	576.800	4102	Contract Services	$18,000
TOTAL			$18,000	TOTAL			$18,000

Explanation:

To appropriate funding for a tree trimming contract. The need was recently identified and was not budgeted.

Prepared by: Linda Ivey

Date: 06-Oct-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 139

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:
J Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: CARES Act

Dept Nbr: 139

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
513.100	4103	Professional Services	$218,058	513.100	3508	Computer Replacement	$1,178
				523.620	3508	Computer Replacement	$11,427
				512.400	3508	Computer Replacement	$2,932
				565.110	3508	Computer Replacement	$4,683
				527.100	3508	Computer Replacement	$14,533
				515.910	3508	Computer Replacement	$6,994
				515.311	3508	Computer Replacement	$31,455
				558.600	3508	Computer Replacement	$2,290
				521.100	3508	Computer Replacement	$19,984
				512.210	3508	Computer Replacement	$1,314
				558.701	3508	Computer Replacement	$1,168
TOTAL			$97,958	TOTAL			$97,958

Explanation:

Appropriate funding for CARES Act expenditures to appropriate line items.

Prepared by: Jennifer Bowe

Date: 01-Oct-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/13/20
Subject:	Appt of Earl Morgan to the Benton County Noxious Weed Control Board
Presenter:	--
Prepared By:	M Flores
Reviewed By:	C McKenzie

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 Commissioners' Office was notified that there is a vacancy with the Benton County Noxious Weed Control Board due to a resignation for Area 5. Noxious Weed has recommended the appointment of Earl Morgan to fill the unexpired term.

Fiscal Impact

--

Recommendation

That the Commissioners review the attached application for appointment from Benton County Noxious Weed requesting consideration in appointing Earl Morgan to fill the unexpired term.

Suggested Motion

-N/A – this is on consent

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT OF EARL MORGAN TO AREA 5 OF THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD

WHEREAS, there is currently a vacancy on the Benton County Noxious Weed Control Board representing Area 5 due to a resignation; and

WHEREAS, requests for applications were requested and accepted in accordance with RCW 17.10.050; and

WHEREAS, Earl Morgan has expressed an interest in serving as the representative for Area 5; and

WHEREAS, the Board of Benton County Commissioners desires to appoint Earl Morgan to fill the unexpired four-year position, **NOW, THEREFORE,**

BE IT RESOLVED that pursuant to RCW 17.10.050, the Board of Benton County Commissioners hereby appoints Earl Morgan to serve the unexpired four-year term to Area 5 of the Noxious Weed Control Board; said term expiring March 16, 2024.

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

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Noxious Weed Control Board; Appt List Flores

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

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

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

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Dep. Auditor

By: William Leach

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Coroner

Dept Nbr: 109

Fund Name: Current Expense

Fund Nbr: 0000.101

TRANSFER FROM:

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
563.200	4118	Autopsies	$ 8,000	563.200	1934	On-Call pay	$2,000
				563.200	1143	P.T. Deputy Coroner	$2,000
				563.200	1179	P.T. Deputy Coroner	$4,000
TOTAL			$8,000	TOTAL			$8,000

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

Prepared by: William Leach

Date: 01-Oct-2020

Approved ☐ Denied ☐ Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

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

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

Dated this _____ day of _____, 2020

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Dep. Auditor

By: William Leach

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Coroner

Dept Nbr: 109

Fund Name: Current Expense

Fund Nbr: 0000.101

TRANSFER FROM: / 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
563.200	2104	Retirement	$ 15,000	563.200	1261	Coroner	$15,000
563.200	1262	Chief Deputy Coroner	$10,000	563.200	1261	Coroner	$10,000
563.200	4118	Autopsies	$4,000	563.200	1261	Coroner	$4,000
TOTAL			$29,000	TOTAL			$29,000

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

Prepared by: William Leach

Date: 06-Oct-2020

Approved ☐ Denied ☐ Date: _____

_____ Chairman

_____ Member

_____ Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Notice of Award to Crown Paper & Janitorial Supply Company for the Procurement of Paper and Glove Supplies – CB 20-20 for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza

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 Board of Benton County Commissioners approved the solicitation of bids for the procurement of Paper and Glove Supplies (CB 20-20) per Resolution 2020-572 for the Benton County Corrections Department (BCCD).

A total of twenty-seven (27) companies requested a bid packet with the following companies who responded with a bid proposal:

- Crown Paper & Janitorial Supply Co., Walla Walla, WA- $90,803.00, not including WSST
- Waxie Sanitary Supply, Spokane Valley, WA - $123,450.50, not including WSST - $124,058.75 as corrected
- Infinity Omega Investment Group, Montebello, CA - $162,862.70, not including WSST
- GlobalGeeks, Inc., Moorestown, NJ - $79,960.00 – Disqualified for incomplete bid
- Foley Milne and McBride Group, LLC, - $5,400 – Disqualified for incomplete bid
- Bay Promo, LLC - $3,200 – Disqualified for incomplete bid; and

Though both Crown Paper and Waxie provided a proposal for gloves, both companies included a disclaimer that they are unable to honor the price provided for the gloves for the term of the contract due to the fluctuating price of gloves due to COVID-19. The attached Resolution outlines the price for gloves separately with BCCD agreeing to pay $3.00 per case over actual vendor price of gloves. Vendor shall provide the County with an invoice demonstrating its actual cost for any purchase of gloves by County.

Fiscal Impact
Expenditures will be included in the 2021-2022 budget process.

Recommendation
Approve the attached Resolution providing Notice of Award for the procurement of Paper and Glove Supplies (CB 20-20) to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsive bidder.

Suggested Motion
Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO CROWN PAPER AND JANITORIAL SUPPLY COMPANY FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES (CB 20-20)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Paper and Glove Supplies (CB 20-20) for the Benton County Corrections Department per Resolution 2020-572; and

WHEREAS, the Benton County Corrections Department received six (6) bids prior to the deadline on September 16, 2020 and opened said bids on September 17, 2020, as provided in the invitation to bid; and

WHEREAS, there were a total of twenty-seven (27) companies that requested a bid packet with the following companies who responded with a proposal:

- **Crown Paper & Janitorial Supply Co., Walla Walla, WA- $90,803.00, not including WSST**
- **Waxie Sanitary Supply, Spokane Valley, WA - $123,450.50, not including WSST - $124,058.75 as corrected**
- **Infinity Omega Investment Group, Montebello, CA - $162,862.70, not including WSST**
- **GlobalGeeks, Inc., Moorestown, NJ - $79,960.00 – Disqualified for incomplete bid**
- **Foley Milne and McBride Group, LLC, - $5,400 – Disqualified for incomplete bid**
- **Bay Promo, LLC - $3,200 – Disqualified for incomplete bid**; and

WHEREAS, though both Crown Paper & Janitorial Supply Company and Waxie Sanitary Supply provided a proposal for gloves, both companies included a disclaimer that they are unable to honor the price provided for the gloves for the term of the contract due to the fluctuating price of gloves due to COVID-19; and

WHEREAS, the representative of the Benton County Corrections Department reviewed the bid proposals and recommends awarding the purchasing agreement to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsive bidder; and

WHEREAS, the Benton County Corrections Department agrees to pay $3.00 per case over actual vendor's price for gloves; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems Crown Paper & Janitorial Supply Company, Walla Walla, WA to be the lowest responsive bidder for the purchase of paper and glove supplies for the Benton County Corrections Department, and shall be required to enter into an Agreement in the form of Exhibit D to the Paper and Glove Supplies Invitation For Bid CB 20-20 within ten (10) days of this notice; and

BE IT FURTHER RESOLVED, the County will compensate Crown Paper & Janitorial Supply Company $3.00 per case over actual cost for the purchase of gloves. Vendor shall provide the County with an invoice demonstrating its actual cost for any purchase of gloves by County.

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: BCCD – CB 20-20 File L. Small
Cc: Auditor's; PA; Crown Paper & Janitorial

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission. Received 8-27-20

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
8-27-20	2020 5-72

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper & Janitorial
100 Avery ST.
Walla Walla WA. 99362

Phone 509-529-4561 Fax 509-525-6367

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	Essity	SCA TW 16165	2,000	29.79 ~~30.19~~	$ 29.77	$ 59,540
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	Essity	SCA MB 5400A	80	18.82 ~~19.38~~	$ 18.82	$ 1,505.60
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	Hospeco Import	N.TrileBL S,M,L,XL,XXL	400	56.66 ~~58.00~~	$ 56.66	$ 22,264 See letter
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	Essity	SCA RB 8002	150	23.60 ~~24.12~~	$ 23.60	$ 3,540
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case	Walter Nelson	XN3340 16CR	100	20.50	$ 20.50	$ 2,050
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case	Walter Nelson	XN3340 8CR	50	22.12	$ 22.12	$ 1,106
7	Poly Tubing	12x18 - 500/per roll	Roll	Elkplastics	KF1218mRW	15	53.16 ~~53.95~~	$ 53.16	$ 797.40
								Subtotal for Paper and Glove Supplies	$ 90,803

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 90,803

LUMP SUM (excluding sales tax), in words Ninety Thousand eight hundred & Three dollars

SUBMITTED ON 9-2-20, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery ST.
(STREET)

Walla Walla WA. 99362.
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper and Janitorial Inc.
Legal Name of Vendor

Signature of Authorized Person

Doug Hamilton
Print Name of Authorized Person

Crown Paper and Janitorial Supply, Inc. A BRANCH OF WALTER E. NELSON, CO.
BUILDING MAINTENANCE SUPPLIES · PAPER PRODUCTS · COMMERCIAL LAUNDRY SYSTEMS

Lisa

Do to the volatile nature of the PPE supply{gloves} I cannot give you a firm price on gloves it may change each time I purchase. the prices I quoted on this bid may change tomorrow or next week I have in closed a letter from our mfg. hospeco explaining this.

We have now been forced to buy a container of gloves from a importer which in it self is a risky venture my cost on gloves has just went through the roof, but I will at lest have a decent supply for now. I will keep getting them through hospeco since they will be the better priced gloves but not much better because I have been told my gloves through them will be going up again. So, the only way I can see fair for both sides is for me to bid them to you at $3.00cs over my cost with each order I can give you a copy of my latest invoice through hospeco I am on allocation so I only receive a fraction of my orders .when I order 50cs of one size I may get 5cs I never know.

I would encourage the county to buy up a large supply of the imported gloves I have coming in, before the prices go up even more. hopefully, that will get them through next year.

With the way the future market looks gloves will continue to be hard to come by.

Thank you

Doug Hamilton GM/Partner

Crown Paper and Janitorial Inc.

100 Avery St. • Walla Walla, WA 99362 • 509.529.4561 • Toll Free: 877.886.8977

HOSPECO
CLEAN•PROTECT

26301 Curtiss-Wright Parkway, Suite 200, Cleveland, OH 44143
Phone: 800-321-9832 Fax: 800-362-0073
www.hospeco.com

6/16/2020

To: Our Valued HOSPECO Distributors
From: Bill Hemann, EVP
Re: Disposable glove pricing

As a result of the worldwide Covid-19 pandemic, there has been a dramatic increase in demand for all forms of PPE. This increase in demand has had a significant impact on the entire disposable glove industry and has adversely affected every available glove material. The cost of gloves from our factory partners is being primarily driven by competing global market forces. The costs are changing DAILY and in most cases significantly.

An unfortunate aspect of these market changes is that costs are now set at "time of shipment" as opposed to "time of order". As a result, there is no forward clarity on cost. Normally, we would have at least a 90-120 day forward view. We now have less than 30 days. To further compound the issue, the increases are of such magnitude that they must be passed along as we receive them. If we do not accept the increases we lose our production allocation.

Effective with shipments on or after 7/10/2020, we are forced to adjust our pricing to reflect the current cost parameters on all disposable gloves and select PPE. Please see the attached pricelist for specific details for items you are actively purchasing. As dramatic as these increases are, we have no way to mitigate the impact at this time. We do not have the ability to switch you to an alternative glove style as there is no excess availability in alternate styles.

As such, for the foreseeable future, in order to maintain our supply chain to best support our loyal distribution partners:

1. **Pricing on all disposable gloves and select PPE may be subject to change without our traditional 30 day notice. This price change applies to both new orders received on/after 7/10/2020 as well as all open orders/backorders in-house and not shipped as of 7/10/2020. On all open orders/backorders, we will reconfirm the price change on the effective date, giving you an opportunity to cancel the order within 3 business days. If we do not receive an acceptance of the price change via return email within this stated response period, we will consider '*no response*' as "*cancellation*" of the order.**

2. Force Majeure requires that **all contract pricing on disposable gloves and select PPE is cancelled as of July 31, 2020**. We are unable to provide any price protection at this time.

3. All disposable gloves remain on allocation. Driven by the COVID pandemic, the sales surge in recent months and a reduction in supply from all factories have required us and other factories to allocate goods at a lesser rate. We are making our best efforts to promptly ship as we receive goods. Orders are being shipped first-in first-out. We do apologize for this inconvenience.

4. All outstanding quotes for disposable gloves and select PPE are no longer in effect.

You can download all of your full-line pricing on our customer portal at www.hospeco.com.

If you have any questions please do not hesitate to reach-out to your HOSPECO Sales Director.

We value your business and appreciate your understanding in these extraordinary times.Stay Healthy and we at

HOSPECO wish you peace and prosperity.

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper and Janitorial, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper & Janitorial
(Company Name)

(Vendor's Signature)

Doug Hamilton Gm/owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1st day of September 2020.

NOTARY PUBLIC in and for the State of Washington
residing at Walla Walla County

DEBRA J SCHMIDT
NOTARY PUBLIC #167683
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2021

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper & Board

(Company Name)

(Vendor's Signature)

Doug Hamilton GM/Owner.

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1st day of September, 2020.

NOTARY PUBLIC in and for the State of Washington

residing at Walla Walla County

DEBRA J SCHMIDT
NOTARY PUBLIC #167683
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2021

Client#: 323429 WALTEENE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bambi Brown, CIC, CRM	
USI Insurance Services NW CL1 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390	PHONE (A/C, No, Ext): 503.295.8312	FAX (A/C, No): 610.362.8189
	E-MAIL ADDRESS: bambi.brown@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Walter E. Nelson Company
Crown Paper & Janitorial Supply Company
5937 N. Cutter Circle
Portland, OR 97217

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB5Z91469971029	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA Stop Gap	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AS7Z91469971019	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			TH7Z91469971059	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
***Named Insured Schedule: Walter E Nelson Co;Coastal Paper & Supply, Inc.;Michael Nelson Properties, LLC;Walter E Nelson Co of Southern Oregon;Crown Paper & Janitorial Supply Company;Juniper Paper & Supply Company;Walter E Nelson Co of Western Washington;Walter E. Nelson Co. of Eastern Washington;Walter E Nelson Co of Astoria;Barco Supply of Klamath Falls;NWH Properties, LLC;Bradley Partners LLC;Bradley Managers, Inc.;Northwest Paper Solutions, Inc.;Bob Nagel Distributing Company Inc;Cleaning Solutions Equipment and
(See Attached Descriptions)

CERTIFICATE HOLDER

Tyson Foods, Inc.
CP355
P.O. Box 2020
Springdale, AR 72765-2020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
DRBZP

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/15/2020	RESOLUTION 2020 572

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   WAYIE SANITARY SUPPLY

   3808 N. SULLIVAN RD BUILDING #25

   SUITE C

   SPOKANE VALLEY, WA. 99216

   Phone (503) 671-0002 Fax (509) 344-3999

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 123,450.50 124,058.75 as corrected

LUMP SUM (excluding sales tax), in words ONE HUNDRED AND TWENTY THREE THOUSAND FOUR HUNDRED AND FIFTY AND ~~50~~ 75 CENTS

SUBMITTED ON 9/15, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

3808 N. SULLIVAN RD BUILDING #25 SUITE C
(STREET)

SPOKANE VALLEY WA 99216
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

WAYIE SANITARY SUPPLY
Legal Name of Vendor

Signature of Authorized Person

ALEX SARI
Print Name of Authorized Person

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	WAYIE KLEENLINE 96/500	851306	2,000	34.09	$ 34.09 -	$ 68,180.00 -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	WAYIE KLEENLINE 16/250	850415	80	18.90	$ 18.90 -	$ 1,512.00 -
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	WAYIE SHIELD	~~791250~~ ~~791255~~ ~~791260~~ ~~791265~~	400	*	$115.00 -	$46,000 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	WAYIE KLEENLINE 6/800	850088	150	23.66	$ 23.66 -	$3,549.00 -
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case	WAYIE KLEENLINE 33x40	708107	100	18.49	$ 18.49 -	$ 1,849.00 -
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case	WAYIE KLEENLINE 24x33	708103	50	22.88	$22.88 -	$ 1,144.00 -
7	Poly Tubing	~~12x18 - 500/per roll~~ 12x18 - 750/ per roll	Roll	12 x 18 2 MIL	88ULIS-3034	~~15~~ 10	121.65	$121.65 -	1824.75 $ 1216.50 -
								Subtotal for Paper and Glove Supplies	~~$123,450.50~~ -

124,058.75
Corrected

*THE PRICE OF GLOVES AT THE TIME OF THIS BID IS HIGHLY INFLATED. IN BEST INTEREST OF BENTON COUNTY DEPT OF CORRECTIONS AND WAYIE, THE PRICE OF GLOVES IS SUBJECT TO GO UP/DOWN ACCORDING TO DEMAND. IF APPROVED, WAYIE IS TO SUBMIT MANUFACTURE PRICE INCREASES/DECREASES TO SHOW TRUE COST AT THE TIME OF DELIVERY.

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

WAYIE SANITARY SUPPLY, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

WAYIE SANITARY SUPPLY
(Company Name)

(Vendor's Signature)

ALEX SARI - SALES CONSULTANT
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 15 day of SEPT, 2020.

Stephanie S. Sari

NOTARY PUBLIC in and for the State of WA,
residing at 5817 N. WASHINGTON ST
SPK WA 99205
SPK CTY

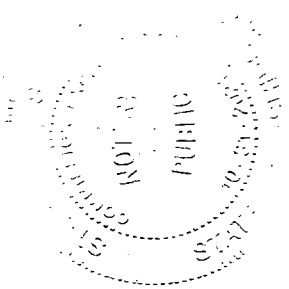


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

WAYIE SANITARY SUPPLY
(Company Name)

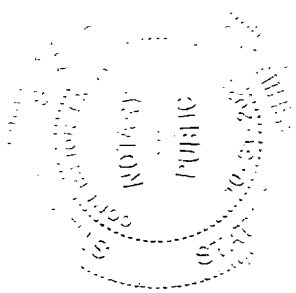
AMLS
(Vendor's Signature)

ALEX SARI - SALES CONSULTANT
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 15 day of SEPT, 2020.

Stephanie J. San

NOTARY PUBLIC in and for the State of WA,
residing at 5817 N WASHINGTON ST
SPK WA 99205
SPK CTY



Client#: 446047 WAXIEENTER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sue Maleta	
Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	PHONE (A/C, No, Ext): 858 550-4976	FAX (A/C, No): 858 909-9848
	E-MAIL ADDRESS: sue.maleta@marshmma.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED Waxie's Enterprises, Inc. ETAL P. O. Box 23506 Attn: Mr. Grant Holm San Diego, CA 92193-3506	INSURER B : American Guarantee and Liability Ins Co	26247
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	CPO016090703	11/01/2019	11/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BAP131404300	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC016091003	11/01/2019	11/01/2020	EACH OCCURRENCE AGGREGATE [ ]	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC016090603	11/01/2019	11/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Auto Physical Damage			BAP131404300	11/01/2019	11/01/2020	$1,000 Comp DED $1,000 Coll DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sue Maleta

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

WSSCM

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

      Date: Addenda Number:

      _____ _____

      _____ _____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   1100 W Olympic Blvd.
   Montebello CA. 90640

   Phone 424- 303- 0338 Fax 424- 303- 1855

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 182. 862. 70

LUMP SUM (excluding sales tax), in words One hundred Sixty two and eight sixty two dollars and seventy cents.

SUBMITTED ON Sept. 11, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1100 W Olympic Blvd
(STREET)

Montebello CA 90640
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Infinity Omega Investment Group
Legal Name of Vendor

Chong In Choi
Signature of Authorized Person

Chong In Choi
Print Name of Authorized Person

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	Board Walk		2,000	~~$48.99~~	$45.-	$90,000.-
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	Windsoft		80	~~$38.99~~	$35.99	$2,879.20
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	SupplyAID Superior Glove Kimberly Clark		400	$12.99 $13.50	$129.90 $135.00	$54.000
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	Windsoft		150	$55.-	$52.00	$7,800
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case	Alf Plastic	HCR 3340160	100	~~$55.99~~	$49.99	$4,999.-
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case	Plastic Place		50	$52.99	$45.99	$2,299.50
7	Poly Tubing	12x18 - 500/per roll	Roll	Ultra or Simlex Brand	S-6530	15	$63.99	~~$59.-~~	$885
								Subtotal for Paper and Glove Supplies	$162,862.70

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Infinity Omega Financial Investment Group, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Infinity Omega Financial Investment Group.
(Company Name)

Chong In Choi
(Vendor's Signature)

Chong In Choi / CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2020.

NOTARY PUBLIC in and for the State of _____,

residing at _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of ORANGE) s.s.
Subscribed and sworn to (or affirmed) before me
on this 11th day of Sept, 2020,
by CHONG IN CHOI,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: _____

CHANG SIK CHO
COMM. # 2175509
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 10, 2021

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Infinity Omega Financial Investment Group
(Company Name)

Chong In Choi
(Vendor's Signature)

Chong In Choi / CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2020.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that docume

NOTARY PUBLIC in and for the State of _____.

residing at _____

State of California, County of ORANGE ss
Subscribed and sworn to (or affirmed) before me
on this 14th day of Sept, 2020,
by CHONG IN CHOI,
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature: _____

CHANG SIK CHO
COMM. # 2175509
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 10, 2021

INFIOME-01 JQLKO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Uniti Global Insurance Services 8942 Garden Grove Blvd., Ste 216 Garden Grove, CA 92844	CONTACT NAME: PHONE (A/C, No, Ext): (714) 636-0013 FAX (A/C, No): (714) 636-0023 E-MAIL ADDRESS: CL@unitiinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY	36838
INSURED INFINITY OMEGA FINANCIAL INVESTMENT GROUP 1100 W OLYMPIC BLVD Montebello, CA 90640	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		MP0004028000069	6/2/2020	6/2/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION
INFINITY OMEGA FINANCIAL INVESTMENT GROUP 1100 W Olympic Blvd Montebello, CA 90640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	_____
_____	_____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   1256 N Church St STE 3 Moorestown ,NJ 08057

   Phone 1(800)421-6603 Fax 1(800)421-6603

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	N/A		2,000		$ -	$ -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	N/A		80		$ -	$ -
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	199.90	N/A	400	19.99 per 100	$19.99 -	$ 79,960 - 4000 bx of 100
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	N/A		150		$ -	$ -
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case			100		$ -	$ -
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case			50		$ -	$ -
7	Poly Tubing	12x18 - 500/per roll	Roll			15		$ -	$ -
								Subtotal for Paper and Glove Supplies	$ 79,960 -

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 79,960

LUMP SUM (excluding sales tax), in words _____

SUBMITTED ON September 3,2020, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1256 N Church St STE 3
(STREET)

Moorestown	NJ	08057
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

GlobalGeeks Inc.
Legal Name of Vendor

Ahmad Loul
Signature of Authorized Person

Ahmad Loul
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Ahmad Loul, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

GlobalGeeks Inc.
(Company Name)

Ahmad Loul
(Vendor's Signature)

Ahmad Loul CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 3 day of September, 2020.

Zully Chavez
NOTARY PUBLIC in and for the State of New Jersey,

residing at Burlington County

ZULLY CHAVEZ
Commission # 2441961
Notary Public, State Of New Jersey
My Commission Expires
January 8, 2024

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

GlobalGeeks Inc.
(Company Name)

Ahmad Loul
(Vendor's Signature)

Ahmad Loul CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 3 day of September, 2020.

Zully Chavez
NOTARY PUBLIC in and for the State of New Jersey,

residing at Burlington County

ZULLY CHAVEZ
Commission # 2441961
Notary Public, State Of New Jersey
My Commission Expires
January 8, 2024

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
N/A	N/A

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Austin Foley

   550 N Central Expressway, #2310

   McKinney, Tx 75070

   austin@foleymilnemcbridegroup.com

   Phone **415-385-3671** Fax _____

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case			2,000		$ -	$ -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case			80		$ -	$ -
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case			400		$13.50 -	$ 5,400 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case			150		$ -	$ -
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case			100		$ -	$ -
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case			50		$ -	$ -
7	Poly Tubing	12x18 - 500/per roll	Roll			15		$ -	$ -
								Subtotal for Paper and Glove Supplies	$ 5,400 -

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ **5,400**

LUMP SUM (excluding sales tax), in words **five thousand four hundred dollars and zero cents.**

SUBMITTED ON **09/12**, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

550 N Central Expressway, #2310

(STREET)

McKinney	**Tx**	**75070**
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Caleb Milne DBA Foley Milne and McBride Group LLC

Legal Name of Vendor

Signature of Authorized Person

Austin Foley

Print Name of Authorized Person

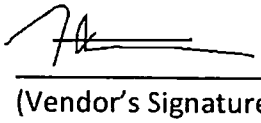
Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Foley, Milne and McBride Group LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Foley, Milne and McBride LLC
(Company Name)


(Vendor's Signature)

Austin Foley Partner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this **12th** day of **September**, 2020.

NOTARY PUBLIC in and for the State of _____,

residing at _____

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Foley, Milne and McBride Group LLC
(Company Name)

(Vendor's Signature)

Austin Foley Partner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this **12th** day of **September**, 2020.

NOTARY PUBLIC in and for the State of _____,

residing at _____

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Paper and Glove Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	_____
_____	_____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   601 Channelside Walkway Unit 1444 Tampa FL 33602

   Phone 813-439-9638 Fax

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	no bid		2,000		$ -	$ -
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	no bid		80		$ -	$ -
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, 2XL) 10bx/100/case	Case	hongsen	apm-50	400	9.00	$ 9.00 -	$ 3,200.00 -
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	no bid		150		$ -	$ -
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case	no bid		100		$ -	$ -
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case	no bid		50		$ -	$ -
7	Poly Tubing	12x18 - 500/per roll	Roll	no bid		15		$ -	$ -
								Subtotal for Paper and Glove Supplies	$ 3,200.00 -

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 3,200.00

LUMP SUM (excluding sales tax), in words three-thousand two-hundred

SUBMITTED ON september 14, , 2020

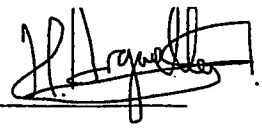
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

601 Channelside Walkway Unit 1444
(STREET)

Tampa FL 33602
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Bay Promo, LLC
Legal Name of Vendor



Signature of Authorized Person

Humberto Arguello
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Bay Promo, LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Bay Promo, LLC
(Company Name)

(Vendor's Signature)

Humberto Arguello/CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 09 day of 11, 2020.

NOTARY PUBLIC in and for the State of Florida

residing at

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bay Promo, LLC
(Company Name)

(Vendor's Signature)

Humberto Arguello/CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 09 day of 11, 2020.

NOTARY PUBLIC in and for the State of Florida
residing at Hillsborough

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Notice of Award to Crown Paper & Janitorial Supply Company for the Procurement of Jail Chemicals and Janitorial Supplies – CB 20-21 for the Benton County Corrections Dept.
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza

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 Board of Benton County Commissioners approved the solicitation of bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 20-21) per Resolution 2020-573 for the Benton County Corrections Department (BCCD).

A total of fifteen (15) companies requested a bid packet with the following companies who responded with a bid proposal:

- Crown Paper & Janitorial Supply Co., Walla Walla, WA- $41,289.80, not including WSST - $47,318.20 as corrected.
- Waxie Sanitary Supply, Spokane Valley, WA - $54,235.34, not including WSST - $54,237.94 as corrected

Fiscal Impact
Expenditures will be included in the 2021-2022 budget process.

Recommendation
Approve the attached Resolution providing Notice of Award for the procurement of Jail Chemicals and Janitorial Supplies (CB 20-21) to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the lowest responsive bidder.

Suggested Motion
Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO CROWN PAPER AND JANITORIAL SUPPLY COMPANY FOR THE PURCHASE OF JAIL CHEMICALS AND JANITORIAL SUPPLIES (CB 20-21)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 20-21) for the Benton County Corrections Department per Resolution 2020-573; and

WHEREAS, the Benton County Corrections Department received two (2) bids prior to the deadline on September 16, 2020 and opened said bids on September 17, 2020, as provided in the invitation to bid; and

WHEREAS, there were a total of fifteen (15) companies that requested a bid packet with the following companies who responded with a proposal:

- **Crown Paper & Janitorial Supply Co., Walla Walla, WA- $41,289.80, not including WSST - $47,318.20 as corrected**
- **Waxie Sanitary Supply, Spokane Valley, WA - $54,235.34, not including WSST - $54,237.94 as corrected**

WHEREAS, the representative of the Benton County Corrections Department reviewed the bid proposals and recommends awarding the purchasing agreement to Crown Paper & Janitorial Supply Co., Walla Walla, WA as the overall lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems Crown Paper & Janitorial Supply Company, Walla Walla, WA to be the lowest responsive bidder for the purchase of Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department, and shall be required to enter into an Agreement in the form of Exhibit D to the Jail Chemical and Janitorial Supplies Invitation For Bid CB 20-21 within ten (10) days of this notice.

Dated this _____day of _____, 2020.

_____
Chairman of the Board

_____
Member

Attest……
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD – CB 20-21 File L. Small
Cc: Auditor's; PA; Crown Paper & Janitorial

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
8-27-20	2020 573

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper and Janitorial

100 Avery ST

Walla Walla WA 99362

Phone 509-529-4561 Fax 509 525-6369

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	Crystal Clean	Fccc-55	~~20%~~ 20%	4 oz	20	$ 710.48	$ ~~7,104.80~~ 14,209.60
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum	All Bright H202	20plsHB 55	34%	3 oz	20	$ 407.26	$ 8,145.20
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	Crystal Clean	Fccc-5	20%	1/2 oz	10	$ 73.34	$ 733.40
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	All Bright H202	20plsHB5	~~34%~~	1/2	10	$ 68.85	$ ~~688.50~~ 688.50
								Subtotal for Laundry Chemical		$ ~~16,671.90~~

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	$ 105.76	$ 4,214.40
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 PK/125/CS	Stearns	ST-690	40	$ 144.76	$ 5,790.40
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	$ 34.50	$ 2,415
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	$ 2.60	$ 52.00
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	$ 2.60	$ 52.00

23,776.70
corrected
9/11/20

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	$ 1.05	$ 21.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	$ 1.05	$ 21.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	SpecTacular	FcSpec-5	20	$ 69.49	$ 1,389.80
13	Floor Stripper	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	Implosion	FcImplosN	20	$ 49.17	$ 983.40
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case 4x1Gal/Case	mist & shine	FcmS-4T	20	$ 68.52	$ 1,370.40
15	Hand Soap Dispensers	Foamy Dispensers - Black	each	Impact	Im9326	12	$ 18.15	$ 217.80
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	Foamy	FcFoamy	40	~~$ 51.52~~ cs	$ 2060.80
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	Americo	Am17WT	10	$ 13.75	$ 137.50
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	Americo	Am17RD	10	$ 13.75	$ 137.50
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	Americo	Am17BK	10	$ 13.75	$ 137.50

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	Americo	Am20wt	10	$ 18.00	$ 180.00 ✓
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - ~~21.6~~ 28oz FL oz. 8/per cs	each	Dawn	Proc 97318CT	200	$ 44.24 5.53	$ 1,106 ✓
22	Scouring Powder	28 oz. Cleanser (12 per case)	Case 24/Case	AJax	cpc/14278	20	$ 28.00	$ 560 ✓
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19in - Width 16in - 12/Dozen	Dozen 12/Dozen	Striped Bar Towel	Bar Towel Green Stripe	20	$ 5.98	$ ~~1,196~~ 119.60 ✓
24	Liquid Bleach	(1) gallon size liquid bleach	Case 6/Case	cascade	Best Buy	60	$ 15 cs	$ 900 ✓
25	Hand Sanitizer	Duraview Instant Hand Sanitizer Alchohol	4/2liter/Case	Kutol	K6667	10	$ 60.20	$ 602.00 ✓
26	Bleach Germicidal Wipes	Refill Clorox Germicidal Wipes - Fresh Scent	2/800 ~~2/700~~/CS	Dnmax	Dmx 8003002	20	$ 53.67	$ 1,073.40 ✓
							Subtotal for Janitorial Supplies	$ ~~24617.90~~ 23,541.50 corrected

Laundry ~~16,671.90~~ 23,776.70

~~41,289.80~~

47,318.20 corrected 9/17/20 em

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 41,289.80 47,318.20 corrected

LUMP SUM (excluding sales tax), in words Forty one Thousand Two hundred eighty nine. 80 cents

SUBMITTED ON 9-2-20, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery ST
(STREET)

Walla walla WA. 9936
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Crown Paper and Janitorial Inc.
Legal Name of Vendor

Signature of Authorized Person

Doug Hamilton
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Crown Paper and Container, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Crown Paper & Container
(Company Name)

Doug Hamilton
(Vendor's Signature)

Doug Hamilton Own/owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1st day of September, 2020.

Debra J Schmidt
NOTARY PUBLIC in and for the State of Washington
residing at Walla Walla County

DEBRA J SCHMIDT
NOTARY PUBLIC #167683
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2021

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Crown Paper and Janitorial
(Company Name)

(Vendor's Signature)

Doug Hamilton Gm/owner.
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 1st day of September, 2020.

NOTARY PUBLIC in and for the State of Washington,
residing at Walla Walla County

DEBRA J SCHMIDT
NOTARY PUBLIC #167683
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2021

Client#: 323429 WALTEENE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services NW CL1
825 NE Multnomah, Suite 1500
Portland, OR 97232
503 224-8390

CONTACT NAME: Bambi Brown, CIC, CRM
PHONE (A/C, No, Ext): 503.295.8312 FAX (A/C, No): 610.362.8189
E-MAIL ADDRESS: bambi.brown@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Walter E. Nelson Company
Crown Paper & Janitorial Supply Company
5937 N. Cutter Circle
Portland, OR 97217

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TB5Z91469971029	01/01/2019	01/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:						WA Stop Gap	$1,000,000
B	AUTOMOBILE LIABILITY			AS7Z91469971019	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TH7Z91469971059	01/01/2019	01/01/2020	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
***Named Insured Schedule: Walter E Nelson Co;Coastal Paper & Supply, Inc.;Michael Nelson Properties, LLC;Walter E Nelson Co of Southern Oregon;Crown Paper & Janitorial Supply Company;Juniper Paper & Supply Company;Walter E Nelson Co of Western Washington;Walter E. Nelson Co. of Eastern Washington;Walter E Nelson Co of Astoria;Barco Supply of Klamath Falls;NWH Properties, LLC;Bradley Partners LLC;Bradley Managers, Inc.;Northwest Paper Solutions, Inc.;Bob Nagel Distributing Company Inc;Cleaning Solutions Equipment and
(See Attached Descriptions)

CERTIFICATE HOLDER

Tyson Foods, Inc.
CP355
P.O. Box 2020
Springdale, AR 72765-2020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/15/2020	RESOLUTION 2020 573

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

WAXIE SANITARY SUPPLY

3808 N. SULLIVAN RD BUILDING 25

SUITE C

SPOKANE VALLEY, WA 99216

Phone (503) 671-0002 Fax (509) 344-3999

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	ECOLAB REMEDY	526200 605	16%	4oz	20	$ 783.28	15,665.60 $ -
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines	55 Gallon Drum	ECOLAB HYDROGEN PEROXIDE	526200 323	34%	3oz	20	$ 767.66	15,353.20 $ -
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	ECOLAB LAUNDRY DET PLUS	526100 172	16%	.5oz	10	$ 140.80	1,408.00 $ -
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	ECOLAB OXY BRITE	5216527	34%	.5oz	10	$ 129.20	1292.00 $ -
									Subtotal for Laundry Chemical	33,718.80

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	$94.39	$3,775.60
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 PK/125/CS	Stearns	ST-690	40	$129.87	$5,194.80
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	$31.82	2,227.40 $ -
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	$2.50	$ 50.00
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	$2.50	$ 50.00

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	$ 1.00	$ 20.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	$ 1.00	$ 20.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	WAXIE FLOOR STAR 5 gallon	930222	20	$ 77.60	$ ~~1550.00~~ 1,552.00
13	Floor Stripper	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	WAXIE W-400	320814	20	$ 27.28	$ 545.60
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case ~~4x1Gal/Case~~ 12QT/CS	WAXIE SPOTLIGHT	930160	20	$ 41.95	$ 839.00
15	Hand Soap Dispensers	Foamy Dispensers - Black	each	WAXIE FOAMEEZE	385580	12	$ 6.47	$ 77.64
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	WAXIE ELEGANTE	381104	40	$ 27.37	$ 1094.80
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	WAXIE KLEENLINE WHITE 17"	262038	10	$ 11.84	$ 118.40
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	WAXIE KLEENLINE RED 17"	262037	10	$ 12.60	$ 126.00
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	WAXIE KLEENLINE BLACK 17"	262036	10	$ 13.17	$ 131.70

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	WAXIE KLEELINE WHITE 20"	262030	10	$16.30	$ 163.00
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 21.6 FL oz.	each	Dawn	53058756	200	$5.16	$1,032.00
22	Scouring Powder	28 oz. Cleanser (12 per case)	Case 24/Case	AJAX	870296	20	$26.67	$ 533.40
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19in - Width 16in - 12/Dozen	Dozen 12/Dozen	WAXIE 16x19 GREEN STRIPE	770176	20	$8.48	$169.60
24	Liquid Bleach	(1) gallon size liquid bleach	Case ~~6~~/Case 3/CASE	WAXIE BLEACH 1 GALLON	170018	~~60~~ 120	$ 8.75	$ 1,050.00
25	Hand Sanitizer	Duraview Instant Hand Sanitizer Alchohol	~~4/2liter/Case~~ 6/1000	KUTOL EZ FOAMING HAND SAN.	383038	10	$52.64	$ 526.40
26	Bleach Germicidal Wipes	Refill Clorox Germicidal Wipes - Fresh Scent	2/700/CS	CLOROX WIPE	170000	20	$61.09	$ 1221.80
						Subtotal for Janitorial Supplies		$ ~~20,516.54~~

$ 20,519.14 Corrected 9/12/20

33,718.80
20,519.14
$ 54,237.94

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 54,235.34 54,237.94 Corrected

LUMP SUM (excluding sales tax), in words FIFTY FOUR THOUSAND, TWO HUNDRED AND THIRTY FIVE AND THIRTY FOUR CENTS

SUBMITTED ON 9/15, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

3808 N. SULLIVAN RD BUILDING #25 SUITE C
(STREET)

SPOKANE VALLEY WA 99216
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

WAXIE SANITARY SUPPLY
Legal Name of Vendor

Signature of Authorized Person

ALEX SARI
Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

WAYIE SANITARY SUPPLY, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

WAYIE SANITARY SUPPLY
(Company Name)

AMES:
(Vendor's Signature)

ALEX SARI - SALES CONSULTANT
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 15 day of SEPTEMBER 2020.

Stephanie J. Sari

NOTARY PUBLIC in and for the State of WA,
residing at 5817 N. WASHINGTON ST
SPK. WA 99205
SPK COUNTY

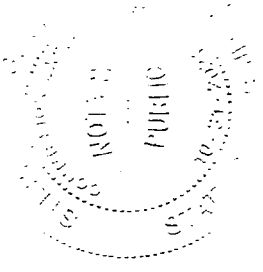


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

WAYIE SANITARY SUPPLY
(Company Name)

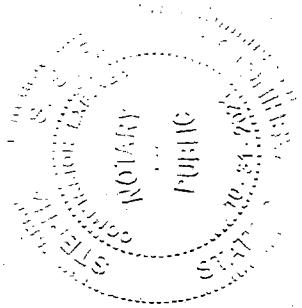
Ahl Sa
(Vendor's Signature)

ALEX SARI - SALES CONSULTANT
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 15 day of SEPT, 2020.

Stephanie A Sari

NOTARY PUBLIC in and for the State of WA,
residing at 5817 N. WASHINGTON ST
SPK. WA 99205
SPK WA County



Client#: 446047 WAXIEENTER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sue Maleta
Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92186	PHONE (A/C, No, Ext): 858 550-4976 FAX (A/C, No): 858 909-9848 E-MAIL ADDRESS: sue.maleta@marshmma.com
INSURED Waxie's Enterprises, Inc. ETAL P. O. Box 23506 Attn: Mr. Grant Holm San Diego, CA 92193-3506	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Guarantee and Liability Ins Co — 26247 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	CPO016090703	11/01/2019	11/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	BAP131404300	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC016091003	11/01/2019	11/01/2020	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC016090603	11/01/2019	11/01/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Auto Physical Damage			BAP131404300	11/01/2019	11/01/2020	$1,000 Comp DED $1,000 Coll DED	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sue Maleta

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WSSCM

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Notice of Award to 911 Supply, Inc. for the Procurement of Employee Uniforms and Other Related Items – CB 20-22 for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza

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 Board of Benton County Commissioners approved the solicitation of bids for the procurement of Employee Uniforms and Other Related Items (CB 20-22) per Resolution 2020-574 for the Benton County Corrections Department.

The Benton County Corrections Department received three (3) bids prior to the deadline on September 16, 2020 and opened said bids on September 17, 2020, as provided in the invitation to bid.

A total of eleven (11) companies requested a bid packet with the following companies who responded with a bid proposal:

- 911 Supply, Inc., Keizer, OR – $70,869.75, not including WSST - $70,854.75 as corrected
- Galls, LLC, Lexington, KY - $80,590.50, not including WSST
- The Bunker Tri-Cities LLC, Richland, WA - $86,421.36, not including WSST; and

Fiscal Impact

Expenditures will be included in the 2021-2022 budget process.

Recommendation

Approve the attached Resolution providing Notice of Award for the procurement of Employee Uniforms and Other Related Items (CB 20-22) to 911 Supply, Inc., Keizer, OR as the lowest responsive bidder. The Purchase Agreement between Benton County and 911 Supply, Inc. will be placed on the consent agenda for Board signature at a later date.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO 911 SUPPLY, INC. FOR THE PROCUREMENT OF EMPLOYEE UNIFORMS AND OTHER RELATED ITEMS FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT (CB 20-22)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Employee Uniforms and Other Related Items (CB 20-22) per Resolution 2020-574; and

WHEREAS, the Benton County Corrections Department received three (3) bids prior to the deadline on September 16, 2020 and opened said bids on September 17, 2020, as provided in the invitation to bid; and

WHEREAS, there were a total of eleven (11) companies that requested bid packets with the following companies who responded with a proposal:

- 911 Supply, Inc., Keizer, OR – $70,869.75, not including WSST - $70,854.75 as corrected
- Galls, LLC, Lexington, KY - $80,590.50, not including WSST
- The Bunker Tri-Cities LLC, Richland, WA - $86,421.36, not including WSST; and

WHEREAS, the representative of the Benton County Corrections Department reviewed the bid proposals and recommends awarding the purchasing agreement to 911 Supply, Inc. as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems 911 Supply, Inc., Keizer, OR the lowest responsive bidder for the purchase of Employee Uniforms and Other Related Items (CB 20-22) for the Benton County Corrections Department, and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Employee Uniforms and Other Related Items (CB 20-22) within ten (10) days of this notice.

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: BCCD – CB 20-22 File
Cc: Auditor's; PA; 911 Supply, Inc.

L. Small

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO:

Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
09/01/20	# NO. 1
9/15/20	

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   911 Supply
   Attn: Pete Copp - Sales Manager
   4484 River Rd. N.
   Keizer, OR 97303
   Phone 503-393-4911 Fax 503-393-2107

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 70,869.75 #70,854.75 as corrected

LUMP SUM (excluding sales tax), in words Seventy Thousand Eight Hundred Sixty Nine $ 75/100

SUBMITTED ON 09/16/2020, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

4484 River Road N.
(STREET)

Keizer, OR 97303
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

911 Supply
Legal Name of Vendor

Signature of Authorized Person

Pete Copp
Print Name of Authorized Person

Pete Copp

From: Lisa Small <Lisa.Small@co.benton.wa.us>
Sent: Tuesday, September 1, 2020 2:30 PM
To: Lisa Small
Subject: ADDENDUM NO 1 - INVITATION FOR BID - EMPLOYEE UNIFORMS AND OTHER RELATED ITEMS CB 20-22

Importance: High

You have been copied on this email because you requested a copy of the Invitation For Bids – Employee Uniforms and Other Related Items – CB 20-22. Please consider this Addendum No 1 to said Invitation for Bids.

ADDENDUM NO. 1

The 5.11 Tactical 3-in-1 Parka 2.0 version will be an acceptable alternate to the coat listed on Exhibit A.

Please reply with confirmation of receipt of this Addendum No. 1 and be sure to note that you received the addendum on the bid packet. Thank you~

Lisa Small
Procurement/Contract Coordinator
Benton County Corrections Department
7122 W. Okanogan Place, Bldg. B
Kennewick, Washington 99336
509-783-1451 Ext. 3880

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676-11	275	$49.01	$13,477.75
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671-11	80	$53.42	$4,273.60
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W-11	70	$49.01	$3,430.70
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W-11	20	$53.42	$1,068.40
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	74369-092	350	$53.12	$18,592.00
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	64386-092	100	$53.12	$5,312.00
7	Boots	Danner Acadia - Nylon & Leather	pair	21210	25	$255.60	$6,390.00
8	Coat	5.11 Tactical 3-in-1 Parka - Black with dept. patches sewn on each sleeve - Mfg # 48001	ea.	48001-019	20	$170.00	$3,400.00
9	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160-11	20	$17.40	$348.00
10	Tie - Grey	Breakaway Tie - Grey	ea.	90010-SB	20	$5.15	$103.00
11	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	S661EOTAC	20	$93.75	$1,875.00
12	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	440TG	5	$6.00	$30.00
13	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	B2490	3	$16.83	$50.49
14	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	J4	3	$11.83	$35.49
15	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	7200	30	$36.88	$1,106.40
16	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	7205	30	$15.93	$477.90
17	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	6360	10	$117.91	$1,179.10

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44HT00	10	$ 36.09	$ 360.90
19	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	7320	10	$ 22.20	$ 222.00
20	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	7302	10	$ 24.68	$ 246.80
21	Hand Cuffs	Peerless standard Handcuffs	ea.	PR-4710	20	$ 22.86	$ 457.20
22	Hand Cuffs	Peerless hinged hand cuffs	ea.	PR-4801	10	$ 33.08	$ 330.80
23	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	7300	5	$ 20.00	$ 100.00
24	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	7317	5	$ 17.20	$ 86.00
25	OC-10 case	Bianchi AccuMold OC case	ea.	7307	20	$ 16.25	$ 325.00
26	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	7326	5	$ 12.20	$ 61.00
27	Radio Case	Bianchi Radio Case #7314S	ea.	7314S	10	$ 26.56	$ 265.60
28	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	$ 99.92	$ 99.92
29	ASP Holder	Bianchi ASP Baton Holder	ea.	7312	5	$ 14.06	$ 70.30
30	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	7406	10	$ 9.68	$ 96.80
31	Tactical Suspenders	Nylon Tactical Suspenders	ea.	174-1	5	$ 26.60	$ 133.00
32	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea	35CBS1BK	5	$ 28.28	$ 141.40
33	Vest Carriers	Safariland "Oregon City" External Carriers - Black	ea.	DN6313	8	$ 186.75	$ 1,494.00
34	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	NT	8	$ 8.00	$ 64.00
35	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	AL1	8	$ 15.00	$ 120.00

Line Item	Item	Description Safariland MR02 # w/Carrier	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
36	Ballistic Vest	~~Survival Phoenix LT II with carriers~~ - Men & Women	ea.	MR02	8	$ 600.00	$ 4,800.00
37	FTO patch	in matching colors	ea.	NT	5	$ 5.00	$ ~~40.00~~ 25.00
38	Name patch - Cinder (thread color)	in matching colors - Cinder (thread color)	ea.	NT	10	$ 5.00	$ 50.00
39	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	UZI	10	$ 15.52	$ 155.20

Total Bid Proposal	$ 70,869.75

70,854.75
Corrected

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Peter Capp - 911 Supply, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

911 Supply
(Company Name)

(Vendor's Signature)

Peter Capp - Sales Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 15th day of September, 2020.

NOTARY PUBLIC in and for the State of Oregon,
residing at Beaverton, OR, County of Washington

OFFICIAL STAMP
IRUM SAMINA MAJID
NOTARY PUBLIC - OREGON
COMMISSION NO. 1003193
MY COMMISSION EXPIRES AUGUST 16, 2024

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

911 Supply
(Company Name)

(Vendor's Signature)

Peter Copp - Sales Manager
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 15th day of September, 2020.

NOTARY PUBLIC in and for the State of OR.

residing at Beaverton, OR Washington County

OFFICIAL STAMP
IRUM SAMINA MAJID
NOTARY PUBLIC - OREGON
COMMISSION NO. 1003193
MY COMMISSION EXPIRES AUGUST 16, 2024

911SUPP-01 BRANDI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Hagan Hamilton Insurance PO Box 847 Mcminnville, OR 97128	PHONE (A/C, No, Ext): (503) 472-2165	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance	10677
INSURER B : Travelers Property Casualty	41769
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
911 Supply, Inc
Trisha Cummings
4484 River Road N
Keizer, OR 97303

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR	X		EPP 0462050	11/1/2019	11/1/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Hired/Nonowned	$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP 0462050	11/1/2019	11/1/2020	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		UB2J09497A	6/17/2020	6/17/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Benton County, its elected and appointed officials, employees and agents as an additional insured and the insurance is primary, and not contributory, with any other insurance maintained by the county.

CERTIFICATE HOLDER

Benton County Sheriff's Office
Attn: Lisa Small
7122 W Okanogan Place, Bldg B
Kennewick, WA 99336

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ben E Coleman

ACORD 25 (2016/03)

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Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO:

Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9/1/2020	#1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Galls, LLC

   Attn: Legal Department

   1340 Russell Cave Road, Lexington, KY 40505

   brewer-tiffany@galls.com

   Phone 859-800-1406 **Fax** 877-914-2557

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 80,590.50

LUMP SUM (excluding sales tax), in words Eighty thousand, five hundred ninety dollars and fifty cents

SUBMITTED ON September 11, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

1340 Russell Cave Road
(STREET)

Lexington	KY	40505
(CITY)	(STATE)	(ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Galls, LLC
Legal Name of Vendor

Signature of Authorized Person

David Scheve, CFO
Print Name of Authorized Person

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B=
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	Blauer 8676	275	$66.75	$18,356.25*
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	Blauer 8671	80	$71.75	$5,740.00*
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	Blauer 8676W	70	$66.75	$4,672.50*
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	Blauer 8671W	20	$77.25	$1,545.00*
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	5.11 74369	350	$54.55	$19,092.50*
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	5.11 64386	100	$54.55	$5,455.00
7	Boots	Danner Acadia - Nylon & Leather	pair	Danner 21210	25	$285.00	$7,125.00
8	Coat	5.11 Tactical 3-in-1 Parka - Black with dept. patches sewn on each sleeve - Mfg # 48001	ea.	5.11 48358	20	$184.85	$3,697.00*
9	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	Blauer 160	20	$19.70	$394.00
10	Tie - Grey	Breakaway Tie - Grey	ea.	Sam Brown 90105	20	$6.95	$139.00
11	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	S&W S661	20	$91.35 - GP $88.65 - RH	$913.50 $886.50
12	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	Blackinton	5	$10.45*	$52.25*
13	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	Reeves NDLE-SD	3	$11.65	$34.95
14	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	S&W 69G	3	$6.00	$18.00
15	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	Bianchi 7200	30	$36.45	$1,093.50
16	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	Bianchi 7205	30	$15.75	$472.50
17	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	Safariland 6360	10	$127.05	$1,270.50

*Oversize Prices Listed Separately

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	Blackhawk 44H015BK	10	$ 37.50	$ 375.00 -
19	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	Bianchi 18199 18196, 18197,	10	$ 21.95	$ 219.50 -
20	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	Bianchi 25333	10	$ 24.40	$ 244.00 -
21	Hand Cuffs	Peerless standard Handcuffs	ea.	Peerless 701C	20	$ 24.55	$ 491.00 -
22	Hand Cuffs	Peerless hinged hand cuffs	ea.	Peerless M801C	10	$ 35.50	$ 355.00 -
23	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	Bianchi 18190	5	$ 19.75	$ 98.75 -
24	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	Bianchi 19771	5	$ 17.00	$ 85.00 -
25	OC-10 case	Bianchi AccuMold OC case	ea.	Bianchi 18204	20	$ 16.05	$ 321.00 -
26	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	Bianchi 22837, 22838	5	$ 12.05	$ 60.25 -
27	Radio Case	Bianchi Radio Case #7314S	ea.	Bianchi 18521	10	$ 26.25	$ 262.50 -
28	ASP	Steel Friction lock baton foam grip 21"	ea.	ASP 42413	1	$ 84.30	$ 84.30 -
29	ASP Holder	Bianchi ASP Baton Holder	ea.	Bianchi 14414	5	$ 7.10	$ 35.50 -
30	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	Bianchi 1015918	10	$ 9.60	$ 96.00 -
31	Tactical Suspenders	Nylon Tactical Suspenders	ea.	KW Enterprises 0350BK+5301TS	5	$ 38.15	$ 190.75 -
32	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea	Blackhawk 35LBSIBK	5	$ 29.40	$ 147.00 -
33	Vest Carriers	Safariland "Oregon City" External Carriers - Black	ea.	Safariland DN6313	8	$ 229.65	$ 1,837.20 -
34	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	Heros Pride X1924416C	8	$ 6.00	$ 48.00 -
35	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	Safariland 1-000-ALH-00YT	8	$ 6.50	$ 52.00 -

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
36	Ballistic Vest	Survival Phoenix LT II with carriers - Men & Women	ea.	Survival LT11 Custom	8	$554.35 -	$4,434.80 -
37	FTO patch	in matching colors	ea.	Heros Pride	5	$ 5.00 -	$ 25.00 -
38	Name patch - Cinder (thread color)	in matching colors - Cinder (thread color)	ea.	Heros Pride	10	$ 5.00 -	$ 50.00 -
39	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	Gells KN211	10	$ 12.00 -	$ 120.00 -
					Total Bid Proposal		$80,590.50 -

✓

GALLS®
The Authority in Public Safety Equipment and Apparel

Customer:	Benton County Corrections
Attn:	Lisa Small
Rep Name:	Kiley Lyons
Acct #:	1001068792

9/14/2020

Bid Line#	GQ Item#	Mft Model #	MFG Name	Description	QTY	Your Price
1	SH3592 BLK	8676	Blauer	FLEX RS SS SUPERSHIRT, XS - XL	1	$ 66.75
1	SH3592 BLK	8676	Blauer	FLEX RS SS SUPERSHIRT, 2X	1	$ 71.75
1	SH3592 BLK	8676	Blauer	FLEX RS SS SUPERSHIRT, 3X	1	$ 76.75
1	SH3592 BLK	8676	Blauer	FLEX RS SS SUPERSHIRT, 4X	1	$ 81.70
1	SH3592 BLK	8676	Blauer	FLEX RS SS SUPERSHIRT, 5X - 6X	1	$ 104.15
2	SH3591 BLK	8671	Blauer	FLEX RS LS SUPERSHIRT, 14.5 - 17.5	1	$ 71.75
2	SH3591 BLK	8671	Blauer	FLEX RS LS SUPERSHIRT, 18 - 18.5	1	$ 77.25
2	SH3591 BLK	8671	Blauer	FLEX RS LS SUPERSHIRT, 19.5	1	$ 82.75
2	SH3591 BLK	8671	Blauer	FLEX RS LS SUPERSHIRT, 20.5	1	$ 88.25
2	SH3591 BLK	8671	Blauer	FLEX RS LS SUPERSHIRT, 18 - 195 39 SLEEVE	1	$ 93.70
2	SH3591 BLK	8671	Blauer	FLEX RS LS SUPERSHIRT, 21.5 - 22.5	1	$ 112.90
3	SH3650 BLK	8676W	Blauer	WOMEN'S FLEX RS S/S SUPERSHIRT, 30 - 44	1	$ 66.75
3	SH3650 BLK	8676W	Blauer	WOMEN'S FLEX RS S/S SUPERSHIRT, 46 - 48	1	$ 71.75
3	SH3650 BLK	8676W	Blauer	WOMEN'S FLEX RS S/S SUPERSHIRT, 50	1	$ 76.75
4	SH3609 BLK	8671W	Blauer	WOMEN'S FLEX RS L/S SUPERSHIRT, 30 - 44	1	$ 77.25
4	SH3609 BLK	8671W	Blauer	WOMEN'S FLEX RS L/S SUPERSHIRT, 46 - 48	1	$ 82.75
4	SH3609 BLK	8671W	Blauer	WOMEN'S FLEX RS L/S SUPERSHIRT, 50	1	$ 88.25
5	TR909 STRM	74369	5.11 Tactical	5.11 STRYKE PANT W/FLEX TAC, SIZES 28 - 44	1	$ 54.55
5	TR909 STRM	74369	5.11 Tactical	5.11 STRYKE PANT W/FLEX TAC, SIZES 46 - 54	1	$ 65.05
8	JA2471 BLK	48358	5.11 Tactical	3-IN-1 PARKA 2.0, XS - 2X Reg	1	$ 184.85
8	JA2471 BLK	48358	5.11 Tactical	3-IN-1 PARKA 2.0, MDT, LGT, XLT, 2XT	1	$ 206.10
8	JA2471 BLK	48358	5.11 Tactical	3-IN-1 PARKA 2.0, 3X - 4X	1	$ 211.85
11	BC1685 GP	S661EOTAC GP	Smith & Warren Co.	S661EOTAC SHIELD W/BLACK BACKGROUND BADGE	1	$ 91.35
11	BC1685 RH	S661EOTAC RH	Smith & Warren Co.	S661EOTAC SHIELD W/BLACK BACKGROUND BADGE	1	$ 88.65
12	CB025	J102	Blackinton	BLACKINTON INSIGNIA 1/2 SMOOTH 3 STARS	1	$ 10.45
12	CB023	J100	Blackinton	BLACKINTON INSIGNIA 1/2 SMOOTH 2 STARS	1	$ 7.15
12	CB027	J98	Blackinton	J98 1/2 SMOOTH STAR	1	$ 4.95
12	CB052	J63	Blackinton	Blackinton Small Captain Bars - PAIR	1	$ 3.80
12	CB050	J61	Blackinton	Blackinton Small Lieutenant Bars - PAIR	1	$ 3.80
12	ZA3205	J130	Blackinton	J130 SMOOTH SGT CHEVRONS -PAIR	1	$ 3.80
12	ZY944	J57	Blackinton	J57 3/4 IN CORPORAL CHEVRON COLLAR PIN	1	$ 3.80

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Galls, LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Galls, LLC
(Company Name)

(Vendor's Signature)

David Scheve, CFO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 11th day of September, 2020.

NOTARY PUBLIC in and for the State of Kentucky,

residing at Fayette County

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 616865
My Commission Expires 2/12/2023

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Galls, LLC
(Company Name)

(Vendor's Signature)

David Scheve, CFO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 11th day of September, 2020.

NOTARY PUBLIC in and for the State of Kentucky,

residing at Fayette County

TIFFANY BREWER
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 616865
My Commission Expires 2/12/2023

Client#: 1778682 CBGENERHOL

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : QBE Insurance Corporation	39217
INSURER B : General Casualty Company of Wisconsin	24414
INSURER C : Praetorian Insurance Company	37257
INSURER D : The Cincinnati Insurance Company	10677
INSURER E : Great American E & S Insurance Company	37532
INSURER F :	

INSURED
Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	CGA1365959	03/01/2020	03/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	CBA1365959	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CCU1365959	03/01/2020	03/01/2021	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CWC1365959	03/01/2020	03/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability			EXS0570374	03/01/2020	03/01/2021	$15,000,000 Limit	
E								
E	Pollution			PREE29196800	01/31/2018	01/31/2021	$3,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of coverage.

CERTIFICATE HOLDER

Galls, LLC
1340 Russell Cave Road
Lexington, KY 40505-3114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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JLCA2

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
9-1-2020	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Employee Uniforms and Other Related Items for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO:

Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

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Date:	Addenda Number:
9-1-2020	1

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   225 Wellsian Way
   Richland, WA 99352

   Phone (509)537-4193 Fax (509)420-4874

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 86,421.36

LUMP SUM (excluding sales tax), in words Eighty-six thousand four hundred twenty-one dollars and thirty-six cents

SUBMITTED ON September 16, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

225 Wellsian Way
(STREET)

Richland WA 99352
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

The Bunker Tri-Cities LLC
Legal Name of Vendor

Signature of Authorized Person

Marques Harrer
Print Name of Authorized Person

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B=
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676	275	$64.99	$17,872.25
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671	80	$70.99	$5,679.20
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W	70	$64.99	$4,549.30
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W	20	$70.99	$1,419.80
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Men's - Mfg #74369	ea.	74369	350	$69.99	$24,496.50
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flextac - Storm Gray - Women's - Mfg #64386	ea.	64386	100	$69.99	$6,999
7	Boots	Danner Acadia - Nylon & Leather	pair	21210	25	$289.95	$7,248.75
8	Coat	5.11 Tactical 3-in-1 Parka - Black with dept. patches sewn on each sleeve - Mfg # 48001	ea.	48001	20	$224.25	$4,485.00
9	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160	20	$21.95	$439
10	Tie - Grey	Breakaway Tie - Grey	ea.	90016	20	$4.99	$99.80
11*	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.		20	$	$1,580.00
12*	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.		5	$	$255.00
13*	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.		3	$	$54.00
14*	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.		3	$	$54.00
15**	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.		30	$	$958.50
16**	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.		30	$	$478.50
17**	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.		10	$	$1,050.00

*Item details shown in Appendix B
**Alternate item details shown in Appendix A

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44HT00BK-R	10	$ 25.00 -	$ 250.00 -
19*	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.		10	$ 25.56 -	$ 255.60 -
20*	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.		10	$ 29.60 -	$ 296.00 -
21	Hand Cuffs	Peerless standard Handcuffs	ea.	PR-4710	20	$ 24.90 -	$ 498.00 -
22	Hand Cuffs	Peerless hinged hand cuffs	ea.	PR-4801	10	$ 35.90 -	$ 359.00 -
23*	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.		5	$ 26.79 -	$ 133.95 -
24*	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.		5	$ 32.15 -	$ 160.75 -
25*	OC-10 case	Bianchi AccuMold OC case	ea.		20	$ 23.17 -	$ 463.40 -
26*	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.		5	$ 13.11 -	$ 65.55 -
27*	Radio Case	Bianchi Radio Case #7314S	ea.		10	$ 33.91 -	$ 339.10 -
28	ASP	Steel Friction lock baton foam grip 21"	ea.	52413	1	$ 113.23 -	$ 113.23 -
29*	ASP Holder	Bianchi ASP Baton Holder	ea.		5	$ 23.51 -	$ 117.55 -
30*	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.		10	$ 10.50 -	$ 105.00 -
31	Tactical Suspenders	Nylon Tactical Suspenders	ea.	ELB-VSS1-SPEC	5	$ 28.25 -	$ 141.25 -
32	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea.	BH-35LBS1BK	5	$ 34.20 -	$ 171.00 -
33*	Vest Carriers	Safariland "Oregon City" External Carriers - Black	ea.		8	$ 182.86 -	$ 1,462.88 -
34	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	NAME1X5	8	$ 6.50 -	$ 52.00 -
35	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	IDTAGS4X12	8	$ 12.00 -	$ 96.00 -

*Alternate item details show in Appendix A

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
36*	Ballistic Vest	Survival Phoenix LT II with carriers - Men & Women	ea.		8	$ -	$3,360.00 -
37	FTO patch	in matching colors	ea.	FTO-1X3	5	$6.50 -	$32.50 -
38	Name patch - Cinder (thread color)	in matching colors - Cinder (thread color)	ea.	NAME1XS	10	$6.50 -	$65.00 -
39	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	CC-UZI-CUTTER-2	10	$16.50 -	$165.00 -

*Item details shown in Appendix B

Total Bid Proposal	$86,421.36

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

The Bunker Tri-Cities LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

The Bunker Tri-Cities LLC
(Company Name)

(Vendor's Signature)

Marques Harrer, Owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 14th day of September, 2020.

Susan M Oliver

SUSAN M OLIVER
NOTARY PUBLIC #3162
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 2, 2023

NOTARY PUBLIC in and for the State of WA,
residing at Richland

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

The Bunker Tri-Cities LLC
(Company Name)

(Vendor's Signature)

Marques Harrer, Owner
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 14th day of September, 2020.

NOTARY PUBLIC in and for the State of WA,
residing at Richland

SUSAN M OLIVER
NOTARY PUBLIC #3162
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 2, 2023

THEBUNK-01 GNAVARRO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Richland Office PayneWest Insurance, Inc. 390 Bradley Blvd. Richland, WA 99352	PHONE (A/C, No, Ext): (509) 946-6161	FAX (A/C, No): (866) 215-4862
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Insurance Company	23043
INSURED THE BUNKER TRI-CITIES LLC 225 Wellsian Way Richland, WA 99352-4114	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BKS2060355102	9/20/2019	9/20/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						HNOA	$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Benton County as Additional Insured.

CERTIFICATE HOLDER

Benton County
620 Market Street
Prosser, WA 99350

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Guadalupe A Navarro

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Appendix A – Alternate Items

Line Item 15

Reason for alternate item:

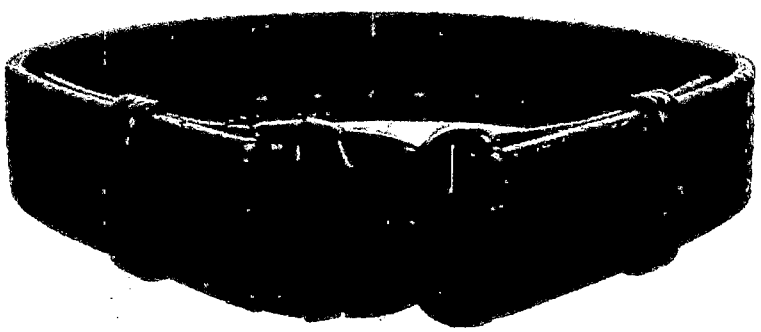
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
15	Outer Duty Belt	Airtek Basix Rugged Hook Lined Duty Belt - Basketweave 2" Wide	Ea.	1228WH	30	$31.95	$958.50

The traditional look of genuine leather and the durability of tech-intensive materials make this Duty Belt a smart choice for years to come. Five-layer construction, rolled edges, and polymer stiffener provides extra support without straining your back.



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Line Item 16

Reason for alternate item:

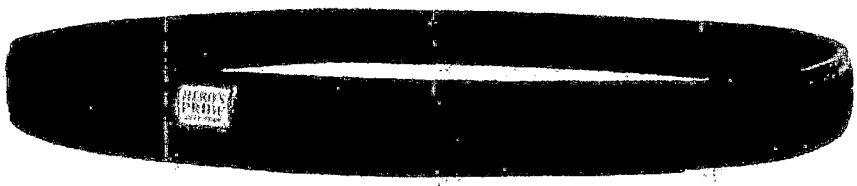
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

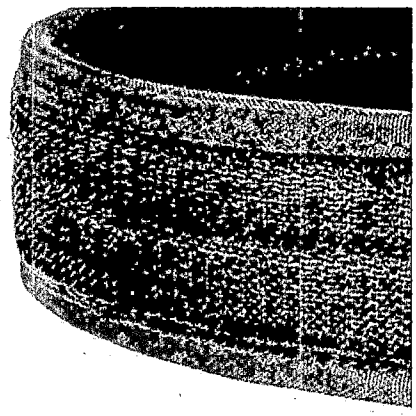
Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
16	Inner Duty Belt	Ballistic Deluxe Inner Duty Belt Hook 1205	Ea.	1502	30	$15.95	$478.50

Ballistic Deluxe Inner Duty Belt is constructed with 1680 denier ballistic material to provide lightweight comfort and durability. Deluxe model includes reinforced row stitching for additional durability. Hook outer lining fastens to the inner loop of main duty belt and covers equipment case straps to provide additional comfort. This configuration will keep your belt secure and equipment in place when you need to engage with your weapon and equipment.





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Line Item 17

Reason for alternate item:

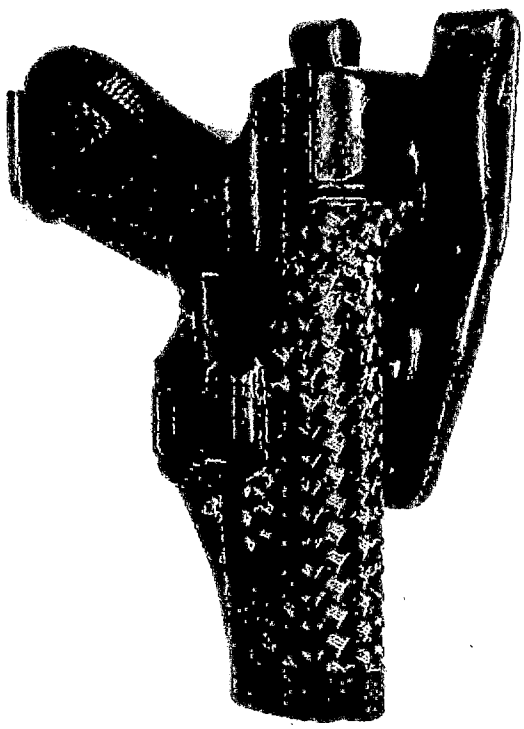
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
17	Holster (Patrol)	Level 3 Serpa Duty Holster	Ea.	44H125BW-R	10	$105.00	$1050.00

Level 3 retention holsters have long been the standard for law enforcement duty use. Now, thanks to the proven SERPA technology, you can draw your weapon rapidly under stress.



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Line Item 19

Reason for alternate item:

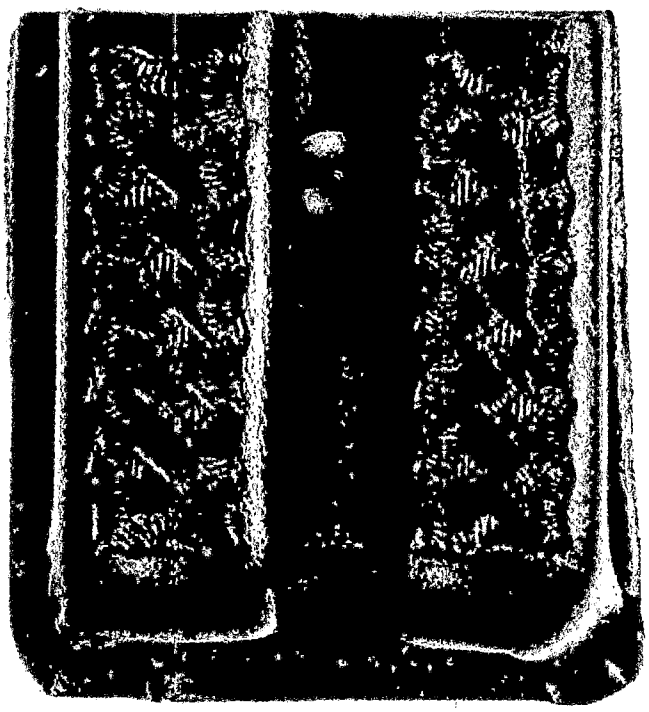
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
19	Mag Pouch (Open Top)	Airtek Double Open Medium Magazine Case	Ea.	1437W	10	$25.56	$255.60

The AirTek Double Open Medium Magazine Case is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance, and durability. It has a molded design for secure equipment placement and quick in/out access. Can be worn vertically or in a low-profile position. Fits most 40mm and 9mm double stacked magazines.



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Line Item 20

Reason for alternate item:

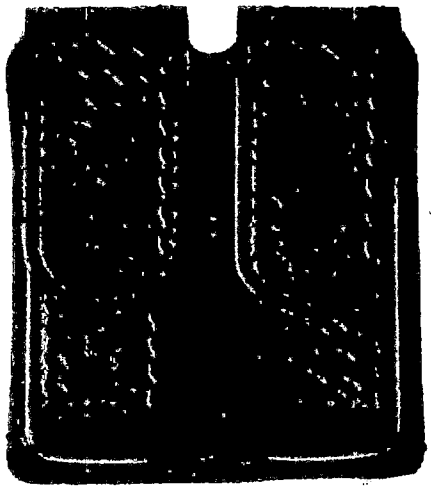
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
20	Mag Pouch	Airtek Double Closed Medium Magazine Case	Ea.	1432WC	10	$29.60	$296.00

The AirTek Double Closed Medium Magazine Case is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. It has a molded design for secure equipment placement and quick in/out access. It has reinforced DOT® snaps for reliable snap/re-snap functionality. Can be worn vertically or in a low profile position. Fits most 40mm and 9mm double stacked magazines.



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Line Item 23

Reason for alternate item:

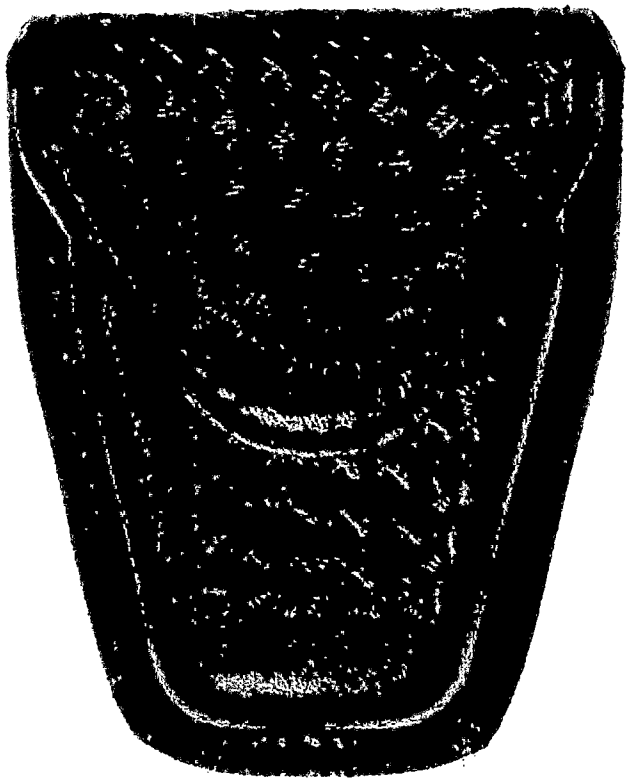
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
23	Hand Cuff Case	Airtek Single Closed Standard Handcuff Case	Ea.	1450WC	5	$26.79	$133.95

The AirTek Single Closed Handcuff Case securely fits one standard chain and one coated ASP® handcuffs and is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. It has a molded design for secure equipment placement and quick in/out access. It has reinforced DOT® snaps for reliable snap/re-snap functionality.



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Line Item 24

Reason for alternate item:

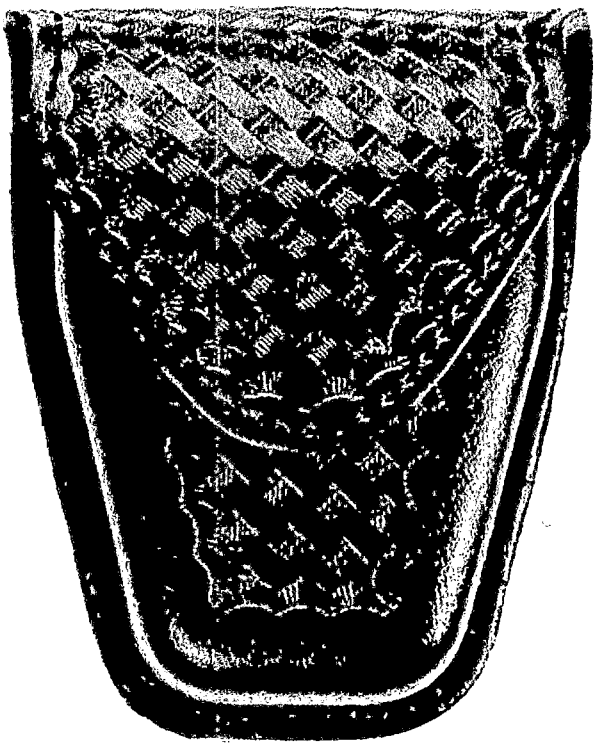
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Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
24	Hand Cuff Case	Airtek Double Closed Handcuff Case	Ea.	1455WC	5	$32.15	$160.75

The AirTek Double Closed Handcuff Case securely fits one standard chain and one coated ASP® handcuffs and is crafted with specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. It has a molded design for secure equipment placement and quick in/out access. It has reinforced DOT® snaps for reliable snap/re-snap functionality.



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Line Item 25

Reason for alternate item:

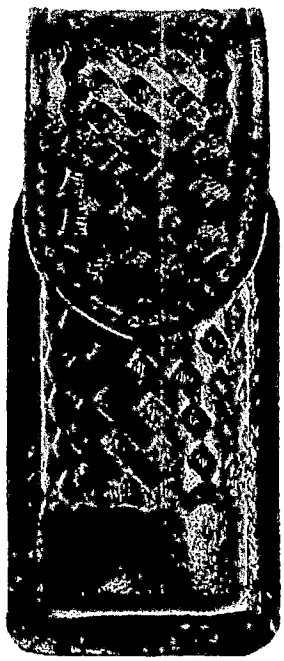
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Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
25	OC-10 Case	Airtek Closed Top OC Pepper Spray Holder	Ea.	1458WC	20	$23.17	$463.40

The AirTek Closed OC Pepper Spray Holder Holder is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. This model fits MK2, MK3 and MK6 canisters. It has a molded design for secure equipment placement and quick, easy in/out access. The hidden snap closure offers a professional look and reinforced USA DOT® snaps provide reliable, secure snap/re-snap functionality.



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Line Item 26

Reason for alternate item:

Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
26	Stinger Flashlight Holder	Airtek Open Top & Bottom Large Flashlight Holder	Ea.	1474W	5	$13.11	$65.55

The AirTek Open Top & Bottom Large Flashlight Holder is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. It has a molded design for secure equipment placement and quiet easy in/out access. The open bottom feature fits flashlight handles of varying lengths with quick access to flashlight.



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Line Item 27

Reason for alternate item:

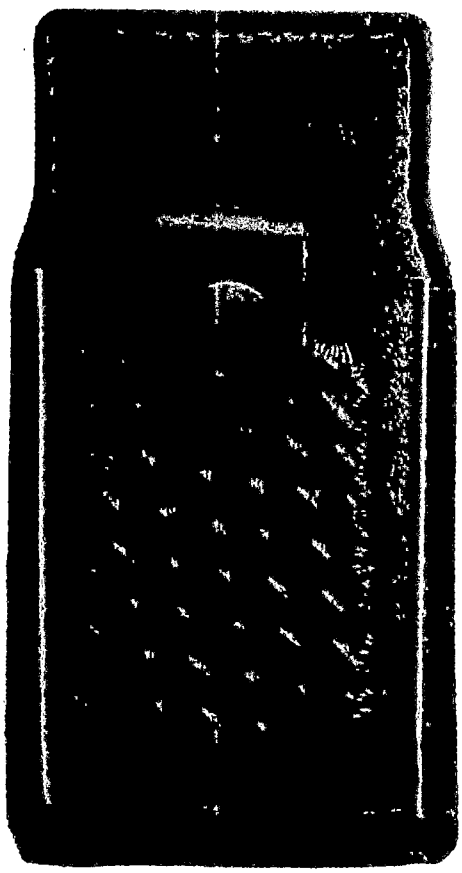
Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
27	Radio Case	Airtek Deluxe Radio Holder with Swivel	Ea.	1440BWB	10	$33.91	$339.10

The AirTek Deluxe Radio Holder with Swivel is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. The 180 degree swivel allows for low profile positioning to provide comfort when wearing in a seated position. It has a molded design for secure equipment placement and quick in/out access.



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Line Item 29

Reason for alternate item:

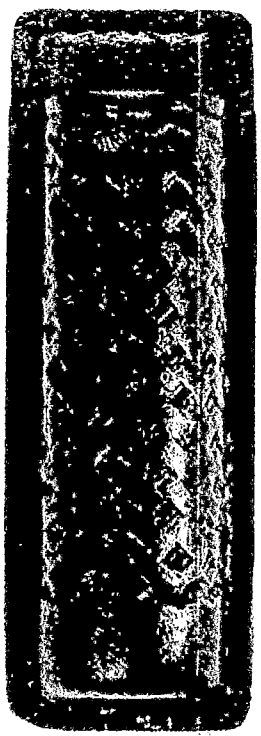
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Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
29	ASP Holder	Airtek Open Expandable Baton Holder Medium	Ea.	1478W	5	$23.51	$117.55

The AirTek Open Top Light & Expandable Baton Holder is crafted with our specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. It has a molded design for secure equipment placement and quiet easy in/out access. The open top design offers dual usage for a flashlight or baton with fast and easy access.



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Line Item 30

Reason for alternate item:

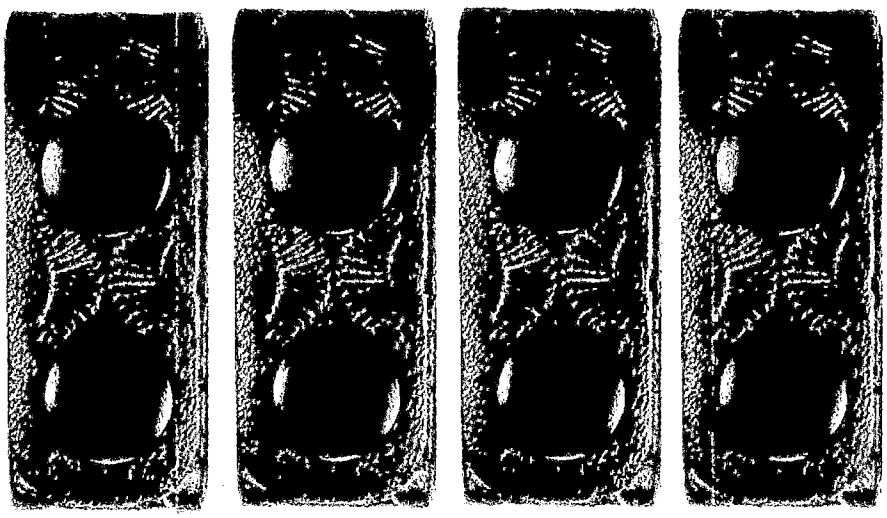
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Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
30	Belt Keepers	Airtek Standard Belt Keepers 4-Pack	Ea.	1496WB	10	$10.50	$105.00

The AirTek Standard Belt Keepers are crafted with specialized 33E HP finish and 100% genuine leather to provide lightweight comfort, scratch resistance and durability. These belt keeperz will prevent movement and sagging, allowing your equipment to stay securely in place while not obstructing access to your holster.



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Line Item 33

Reason for alternate item:

Safariland is restricting our ability to bid Safariland products. The Bunker does stock Safariland products and is happy to provide them to Benton County Corrections Department but is unable to include them in the bid.

Description of alternate item:

The Bunker proposes the following item as an alternate:

Line Item	Item	Description	Unit	Product Code/ Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
33	Vest Carriers	Traverse Molle Front Opening Carrier	Ea.	TRAMMOL	8	$182.86	$1462.88

The Traverse MOLLE configuration is an overt patrol vest that features a front zippered opening system.



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Appendix B – Notes

Note 1 – Blauer Clothing Oversize Charges

For Blauer shirts (Line Items 1-4), any sizes 2XL and above are subject to oversize charges as shown in the table below:

Men's	2XL 18-18.5	3XL 19-19.5	4XL 20-20.5	5XL+ 21-21.5+
Short, Regular, Tall, XTall	10%	20%	30%	75%
2XTall (39-41)	40%	40%	40%	75%
Women's	2XL 46-48	3XL 50	4XL 52	5XL+ 54+
Regular	10%	20%	30%	75%

Note 2

The badges (Line item 11) includes the following items:

Line Item	Description	Product Code / Item Number	Qty
11	BC1685-S661EOTAC Shield w/Black Background Badge-Rhodium	S661EOTAC - RH	10
11	BC1685-S661EOTAC Shield w/Black Background Badge-Gold Plate	S661EOTAC - GP	10

Note 3

The collar insignia (Line item 12) includes the following items:

Line Item	Description	Product Code / Item Number	Qty
12	Small insignia for Corporal,	w23	5
12	Small insignia for Sergeant,	w27	5
12	Small insignia for Lieutenant,	w12	5
12	Small insignia for Captain	w13	5
12	Small insignia for 1, Stars	w69	5
12	Small insignia for 2, Stars	w70	5
12	Small insignia for ,3 Stars	4487G	5

THE BUNKER
MILITARY SURPLUS · TACTICAL · AND MORE

Note 4

The nametag holder (Line Item 13) includes the following items:

Line Item	Description	Product Code / Item Number	Qty
13	Rank and Serving Since Nametag Holder Gold	NP105PG	3
13	Rank and Serving Since Nametag Holder Silver	NP105PS	3

Note 5

The Name Plate (Line Item 14) includes the following items:

Line Item	Description	Product Code / Item Number	Qty
14	2.25"x3/8" Nameplate - Gold	NP101PG	3
14	2.25"x3/8" Nameplate - Silver	NP101PS	3

THE BUNKER
MILITARY SURPLUS · TACTICAL · AND MORE

CB 20-22

Prepared for:

Benton County Corrections Department

THE BUNKER
MILITARY SURPLUS · TACTICAL · AND MORE

September 16, 2020

Benton County Corrections Department
7122 W. Okanogan Place, Building B
Kennewick, WA 99336

Attention: Lisa Small
Email Address: lisa.small@co.benton.wa.us
Subject: CB 20-22

Lisa,
The Bunker is providing this bid for the products and services listed in Resolution 2020 574, dated August 25, 2020, concerning employee uniforms and other related items for the Benton County Corrections Department.

This bid consists of, in completed form, Exhibit A, Exhibit B (Affidavit of Non-Collusion), and Exhibit C (Anti-Discrimination Certificate) from the resolution. It also includes the following additional items:

- A certificate of insurance as proof that The Bunker meets the insurance requirements shown in the sample purchase order in Exhibit D of the resolution
- Appendix A, which shows detailed information on alternate items.
- Appendix B, which shows other notes

Please let me know if you have any questions at all. The Bunker is looking forward to the opportunity to serve Benton County Correction.

Best Regards,
Aaron Dysart
Aaron Dysart

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Notice of Award to Victory Supply, LLC for the Procurement of Inmate Supplies – CB 20-19 for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza

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 Board of Benton County Commissioners approved the solicitation of bids for the procurement of Inmate Supplies (CB 20-19) per Resolution 2020-571 for the Benton County Corrections Department.

The Benton County Corrections Department received three (3) bids prior to the deadline on September 16, 2020 and opened said bids on September 17, 2020, as provided in the invitation to bid.

A total of thirteen (13) companies requested a bid packet with the following companies who responded with a bid proposal:

- Victory Supply, LLC, Mount Pleasant, TN - $33,650.51, not including WSST
- Bob Barker Company, Inc., Fuquay-Varina, NC - $35,352.70, not including WSST - $36,465.40 as corrected
- KB John, LLC, Seattle, WA - $36,603.52, not including WSST – Disqualified for incomplete bid

Fiscal Impact

Expenditures will be included in the 2021-2022 budget process.

Recommendation

Approve the attached Resolution providing Notice of Award for the procurement of Inmate Supplies (CB 20-19) to Victory Supply, LLC as the lowest responsive bidder. The Purchase Agreement between Benton County and Victory Supply, LLC will be placed on the consent agenda for Board signature at a later date.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING NOTICE OF AWARD TO VICTORY SUPPLY, LLC FOR THE PROCUREMENT OF INMATE SUPPLIES FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT (CB 20-19)

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Inmate Supplies for the Benton County Corrections Department (CB 20-19) per Resolution 2020-571; and

WHEREAS, the Benton County Corrections Department received three (3) bids prior to the deadline on September 16, 2020 and opened said bids on September 17, 2020, as provided in the invitation to bid; and

WHEREAS, there were a total of thirteen (13) companies that requested bid packets with the following companies who responded with a proposal:

- Victory Supply, LLC, Mount Pleasant, TN - $33,650.51, not including WSST
- Bob Barker Company, Inc., Fuquay-Varina, NC - $35,352.70, not including WSST - $36,465.40 as corrected
- KB John, LLC, Seattle, WA - $36,603.52, not including WSST – Disqualified for incomplete bid

WHEREAS, the representative of the Benton County Corrections Department reviewed the bid proposals and recommends awarding the purchasing agreement to Victory Supply, LLC as the lowest responsive bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby deems Victory Supply, LLC, Mount Pleasant, TN the lowest responsive bidder for the purchase of Inmate Supplies (CB 20-19) for the Benton County Corrections Department and said bidder shall be required to enter into an Agreement in the form of Exhibit D to the Inmate Supply (CB 20-19) within ten (10) days of this notice.

Dated this _____ day of _____, 2020.

_____
Chairman of the Board

_____
Member

_____
Member

Attest……
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD – CB 20-19 File
Cc: Auditor's; PA; Victory Supply

L. Small

Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Inmate Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	No addenda
_____	_____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Victory Supply LLC

   Attn: Mariah Macham

   7025 Industrial Park Rd

   Mount Pleasant TN 38474

   Phone 888-376-1205 x 716 Fax 931-325-5521

   mariah@victorysupplyinc.com

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	2021/2022 Prices	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Toenail clippers no file	all metal, no file	12/bx 144/MC	SUTNCN3299	720	0.000	$ .50 -	$ 360.00 -
2	Fingernail clippers no file	all metal, no file, 2 inch length	24/bx 288/MC	SUFNCN	720	0.000	$ .26 -	$ 187.20 -
3	Razor	Clear, Single blade disposable fixed head	1000/cs	SURAZ1C	25,000	0.000	$ .06 -	$ 1500.00 -
4	Comb	5 inch, black plastic	2160/cs	SUC5	25,000	0.000	$ .019 -	$ 475.00 -
5	Toothpaste	.6 oz., clear, clear plastic tubing	720/cs	SUTPG06	25,000	0.000	$ 0121 -	$ 3025.00 -
6	Toothbrush	3 7/8 inch, 25 tuft or better	144/bx 1440/MC	SUTB20I	25,000	0.000	$ .034 -	$ 850.00 -
7	Reseafable bag	4X6" clear, ziploc	1000/cs	ZIP46	10,000	0.000	$ .033 -	$ 330.00 -
8	Golf pencil	3" sharpened	144/bx 4320/MC	GP01	20,000	0.000	$ .021 -	$ 420.00 -
9	Feminine pads	adhesive, extra-long, panty protectors, individually wrapped	192/cs	SUMT38816	15,000	0.000	$ .09 -	$ 1350.00 -
10	Disposable briefs	100% stretch nylon, latex free, unisex, muli size	400/cs	BRDISPWH	400	0.000	$ .385 -	$ 154.00 -
11	Bar soap	3.0 oz. unwrapped, triple milled	100/cs	SUSPU30	20,000	0.000	$ .24 -	$ 4800.00 -
12	Bar soap	1.0 oz. unwrapped, triple milled	500/cs	SUSPU10	30,000	0.000	$ .076 -	$ 2280.00 -
13	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: small - left breast pocket	EA	UNSHCR(color)	20	0.000	$ 5.20 -	$ 104.00 -
14	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: medium - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
15	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
16	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 1x large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
17	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 2x large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
18	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 3x large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
19	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 4x large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
20	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 5x large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -
21	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 6x large - left breast pocket			20	0.000	$ 5.20 -	$ 104.00 -

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	2021/2022 Prices	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
22	Inmate Uniform Pant "BCC" screened on one leg	size: small	EA	UNTR(color)	20	0.000	$ 5.97 -	$ 119.40 -
23	Inmate Uniform Pant "BCC" screened on one leg	size: medium			20	0.000	$ 5.97 -	$ 119.40 -
24	Inmate Uniform Pant "BCC" screened on one leg	size: large			20	0.000	$ 5.97 -	$ 119.40 -
25	Inmate Uniform Pant "BCC" screened on one leg	size: 1x large			20	0.000	$ 5.97 -	$ 119.40 -
26	Inmate Uniform Pant "BCC" screened on one leg	size: 2x large			20	0.000	$ 5.97 -	$ 119.40 -
27	Inmate Uniform Pant "BCC" screened on one leg	size: 3x large			20	0.000	$ 5.97 -	$ 119.40 -
28	Inmate Uniform Pant "BCC" screened on one leg	size: 4x large			20	0.000	$ 5.97 -	$ 119.40 -
29	Inmate Uniform Pant "BCC" screened on one leg	size: 5x large			20	0.000	$ 5.97 -	$ 119.40 -
30	Inmate Uniform Pant "BCC" screened on one leg	size: 6x large			20	0.000	$ 5.97 -	$ 119.40 -
31	Mattress	Flame-Chek® Mattress 25" x 75" x 4"	EA	MASW452575	250	0.000	$ 44.11 -	$ 11027.50 -
32	Towels	White Bath Towel - Budget Grade, 5.0 lbs. per dz 20" x 40"	DZ	BTWH2040	1,000	0.000	$ .88 -	$ 880.00 -
33	Blankets	The Cozy Blanket, flammability requirements, 66" x 90"	15/cs	LNBLCMF	400	0.000	$ 5.17 -	$ 2068.00 -
34	Sandals	EVA Footwear - Orange	24/cs	SHEVCGO	100	0.000	$ 2.97 -	$ 297.00 -
35	Sandals	SEVA Sandals - Orange	36/cs	SHEVSSO	100	0.000	$ 2.05 -	$ 205.00 -
36	Flip Flops	V-Strap Thongs - Black	72/cs	SHVSTRAP	40	0.000	$ .70 -	$ 28.00 -
37	Shower Curtain	Clear/Grn/Clear 36 x 77	EA	SHWRCURTCLR	5	0.000	$ 15.75 -	$ 78.75 -
38	Cufflock	Lock, Handcuff Key Operated	EA	CUFFLOCKRD	10	0.000	$ 5.75 -	$ 57.50 -
39	Laundry Bag	24 x 30 Slip-lock Laundry Nets	DZ	LB2430WH	12	0.000	$ 2.08 -	$ 24.96 -
40	Air Freshener - Spray	Odor Hound - Spray	6/cs	AIRFSHSP	12	0.000	$ 66.00* -	$ 792.00* -
41	Room Freshener - Gel	Odor Hound - Gel	DZ	AIRFSHGEL	6	0.000	$ 75.00* -	$ 450.00* -

*=please note this price is per case, as per pricing in previous recap.

Total Bid Proposal	$ 33,650.51-

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 33,650.51

LUMP SUM (excluding sales tax), in words Thirty-three thousand six hundred fifty dollars and 51/100

SUBMITTED ON September 10, **2020**

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

7025 Industrial Park Rd

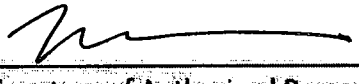
(STREET)

Mount Pleasant	TN	38474
(CITY)	**(STATE)**	**(ZIP)**

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Victory Supply LLC

Legal Name of Vendor



Signature of Authorized Person

Kathleen Trommer

Print Name of Authorized Person

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Victory Supply LLC, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Victory Supply LLC
(Company Name)

(Vendor's Signature)

Kathleen Trommer, President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 10th day of September, 2020.

NOTARY PUBLIC in and for the State of Kentucky
residing at 499 e. main Lafayette KY

COMMONWEALTH OF KENTUCKY
MARIAH A. MACHAM
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE
NOTARY ID 588916
MY COMMISSION EXPIRES 10/18/2021

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Victory Supply LLC
(Company Name)

(Vendor's Signature)

Kathleen Trommer, President
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 10th day of September 2020.

NOTARY PUBLIC in and for the State of Kentucky

residing at Fayette Ky

MARIAH A. MACHAM
NOTARY PUBLIC
KENTUCKY, STATE AT LARGE
NOTARY ID 588916
MY COMMISSION EXPIRES 10/18/2021

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Greg Bellamy
Professional Insurance Plans 1795 Alysheba Way Ste 4201 Lexington KY 40509	PHONE (A/C, No, Ext): (859) 543-8955 FAX (A/C, No): (859) 559-0019 E-MAIL ADDRESS: agent@professionalplans.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Victory Supply Llc 7025 Industrial Park Rd Mount Pleasant TN 38474	INSURER A : GRANGE MUTUAL CASUALTY COMPANY	14060
	INSURER B : HARTFORD INSURANCE COMPANY	914
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			BP 2763438	07/25/2020	07/25/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP2789587	07/25/2020	07/25/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N: Y	N/A	33WECIC4975	12/01/2019	12/01/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Sample only; no add'l insured for sample certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Greg Bellamy

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Exhibit A

VENDOR BID FORM

PROJECT IDENTIFICATION: Inmate Supplies for the Benton County Corrections Department (Jail)

THIS BID SUBMITTED TO: Benton County Corrections Department
Attn: Lisa Small
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.

2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.

3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:

   a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:	Addenda Number:
_____	_____
_____	_____

   b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.

4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.

6. The following documents are attached to and must be submitted in order for the bid to be considered:

   (a) Affidavit of Non-Collusion.

   (b) Anti-Discrimination Certificate.

7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

   Bob Barker Company Inc
   7925 Purfoy Road
   Fuquay Varina, NC 27526

   Phone 800-334-9880 Fax 800-322-7537

8. The terms used in this bid that are defined in Exhibit D have the meanings assigned to them in Exhibit D.

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 35,352.70 ~~35,352.70~~ 36,465.40 Corrected

LUMP SUM (excluding sales tax), in words Thirty five thousand three hundred and fifty two dollars and seventy cents

SUBMITTED ON September 11th, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

7925 Purfoy Road
(STREET)

Fuquay Varina NC 27526
(CITY) (STATE) (ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

Bob Barker Company Inc
Legal Name of Vendor

Rebecca Miller
Signature of Authorized Person

Rebecca Miller
Print Name of Authorized Person

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	2021/2022 Prices	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Toenail clippers no file	all metal, no file	12 eaches per case	TNC12	720	0.000	$0.59 -	$424.80
2	Fingernail clippers no file	all metal, no file, 2 inch length	24 eaches per case	FNC24	720	0.000	$0.32 -	$230.40
3	Razor	Clear, Single blade disposable fixed head	1000 eaches per case	CLR1000	25,000	0.000	$0.06 -	$1500.00
4	Comb	5 inch, black plastic	144 eaches per case	C-5	25,000	0.000	$0.02 -	$500.00
5	Toothpaste	.6 oz., clear, clear plastic tubing	144 eaches per case	MS3006	25,000	0.000	$0.14 -	$3,500.00
6	Toothbrush	3 7/8 inch, 25 tuft or better	144 eaches per case	BBST25-B	25,000	0.000	$0.03 -	$750.00
7	Resealable bag	4X6" clear, ziploc	1000 eaches per case	XSZLSB	10,000	0.000	$0.03 -	$300.00
8	Golf pencil	3" sharpened	144 eaches per case	GP-1	20,000	0.000	$0.03 -	$600.00
9	Feminine pads	adhesive, extra-long, panty protectors, individually wrapped	288 eaches per case	SN288-C	15,000	0.000	$0.08 -	$1,200.00
10	Disposable briefs	100% stretch nylon, latex free, unisex, muli-size	400 eaches per case	1050	400	0.000	$0.39 -	$156.00
11	Bar soap	3.0 oz. unwrapped, triple milled	144 eaches per case	TU3-C	20,000	0.000	$0.27 -	$5,400.00
12	Bar soap	1.0 oz. unwrapped, triple milled	500 eaches per case	TU15-C	30,000	0.000	$0.12 -	$3,600.00
13	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: small - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.09 -	$101.80
14	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: medium - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.09 -	$101.80
15	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.09 -	$101.80
16	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 1x large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.09 -	$101.80
17	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 2x large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.09 -	$101.80
18	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 3x large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.09 -	$101.80
19	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 4x large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.58 -	$111.60
20	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 5x large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.58 -	$111.60
21	Inmate Uniform Shirt - crew neck "BCC" screened on back	size: 6x large - left breast pocket	6 eaches per case	JZT(color)CES-size	20	0.000	$5.58 -	$111.60

Line Item	Item	Description	Qty per Case/Doz/Bndl	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	2021/2022 Prices	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
22	Inmate Uniform Pant "BCC" screened on one leg	size: small	Sold by the each	T(color)T-size	20	0.000	$6.31 -	$126.20
23	Inmate Uniform Pant "BCC" screened on one leg	size: medium	Sold by the each	T(color)T-size	20	0.000	$6.31 -	$126.20
24	Inmate Uniform Pant "BCC" screened on one leg	size: large	Sold by the each	T(color)T-size	20	0.000	$6.31 -	$126.20
25	Inmate Uniform Pant "BCC" screened on one leg	size: 1x large	Sold by the each	T(color)T-size	20	0.000	$6.31 -	$126.20
26	Inmate Uniform Pant "BCC" screened on one leg	size: 2x large	Sold by the each	T(color)T-size	20	0.000	$6.31 -	$126.20
27	Inmate Uniform Pant "BCC" screened on one leg	size: 3x large	Sold by the each	T(color)T-size	20	0.000	$6.31 -	$126.20
28	Inmate Uniform Pant "BCC" screened on one leg	size: 4x large	Sold by the each	T(color)T-size	20	0.000	$6.81 -	$136.20
29	Inmate Uniform Pant "BCC" screened on one leg	size: 5x large	Sold by the each	T(color)T-size	20	0.000	$6.81 -	$136.20
30	Inmate Uniform Pant "BCC" screened on one leg	size: 6x large	Sold by the each	T(color)T-size	20	0.000	$6.81 -	$136.20
31	Mattress	Flame-Chek® Mattress 25" x 75" x 4"	Sold by the each	PJM25754	250	0.000	$40.17 -	$10,042.50
32	Towels	White Bath Towel - Budget Grade, 5.0 lbs. per dz 20" x 40"	Sold by the dozen	BT2040	1,000	0.000	$1.04 -	$1,040.00
33	Blankets	The Cozy Blanket, flammability requirements, 66" x 90"	15 eaches per case	CZ6690GY	400	0.000	$7.90 -	$3,160.00
34	Sandals	EVA Footwear - Orange	12 pairs per case	EVA-OR-size	100	0.000	$2.52 -	$252.00
35	Sandals	SEVA Sandals - Orange	Sold by the pair	SEVA-OR-size	100	0.000	$2.09 -	$209.00
36	Flip Flops	V-Strap Thongs - Black	12 pairs per case	1800-size	40	0.000	$0.73 -	$29.20
37	Shower Curtain	Clear/Grn/Clear 36 x 77	Sold by the each	SCG36CL	5	0.000	$16.96 -	$84.80
38	Cufflock	Lock, Handcuff Key Operated	12 eaches per case	CUFFLOCK	10	0.000	$5.83 -	$58.30
39	Laundry Bag	24 x 30 Slip-lock Laundry Nets	12 eaches per case	W2430	12	0.000	$2.23 -	$26.76
40	Air Freshener - Spray	Odor Hound - Spray	6 eaches per case	OH-S32	12	0.000	$11.67 -	$140.04 - 340.34
41	Room Freshener - Gel	Odor Hound - Gel	12 eaches per case	OH-G08	6	0.000	$6.25 -	$37.50 - 450.00

Total Bid Proposal	$35,352.70

36,465.40 corrected

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Bob Barker Company Inc, (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

Bob Barker Company Inc
(Company Name)

Rebecca Miller
(Vendor's Signature)

Rebecca Miller Contract Specialist
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 11th day of September, 2020.

Tabitha Hartley

NOTARY PUBLIC in and for the State of North Carolina,
residing at Wake County

TABITHA HARTLEY NOTARY PUBLIC WAKE COUNTY, NC

Comm. exp 8.30.2023

Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orientation, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

Bob Barker Company Inc.
(Company Name)

Rebecca Miller
(Vendor's Signature)

Rebecca Miller Contract Specialist
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 11th day of September, 2020.

Tabitha Hartley
NOTARY PUBLIC in and for the State of North Carolina,
residing at Wake County

TABITHA HARTLEY NOTARY PUBLIC WAKE COUNTY, NC

Comm. Exp 8.30.2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2301 Sugar Bush Road, Suite 600 Raleigh NC 27612	**CONTACT NAME:** Rose Magee, CISR, CRIS **PHONE (A/C, No, Ext):** 919-719-9868 **FAX (A/C, No):** 919-719-9571 **E-MAIL ADDRESS:** rose.magee@Marshmma.com
INSURED BOBBA-2 Bob Barker Company Inc 7925 Purfoy Rd. Fuquay-Varina NC 27526	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Federal Insurance Company — 20281 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 112215032 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		3595-17-36	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Stop Gap $1M						MED EXP (Any one person)	$ 10,000
	X Per Proj/Per Loc						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Employee Benefits	$ $1,000,000
B	AUTOMOBILE LIABILITY			7358-68-69	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			78180244	12/31/2019	12/31/2020	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		71745059	12/31/2019	12/31/2020	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Property-			3595-17-36	12/31/2019	12/31/2020	Blanket Property	43,250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Benton County its elected & appointed officials, employees and agents are included as additional insured for General Liability as required by written contract on a primary & non-contributory basis.

CERTIFICATE HOLDER

Benton County Sheriff Dept.
7122 W. Okanogan Pl., Bldg B
Kennewick WA 99336

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Toenail Clippers
TNC12

ITEM #	TNC12	
DESCRIPTION	Toenail Clippers	
SIZE	3.25in length	
SPECIFICATIONS	• Does not contain a file • All metal	
PACKAGING	25 cases per master case	
WEIGHT	1.1 lbs	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 300 EA

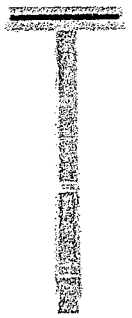
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Fingernail Clippers
FNC24

ITEM #	FNC24	
DESCRIPTION	Fingernail Clippers	
SIZE	2 in length	
SPECIFICATIONS	• Does not contain a file • All metal	
PACKAGING	50 cases per master case	
WEIGHT	1.2 lbs	
CASE PACK	STANDARD CASE: 24 EA	MASTER CASE: 1200 EA

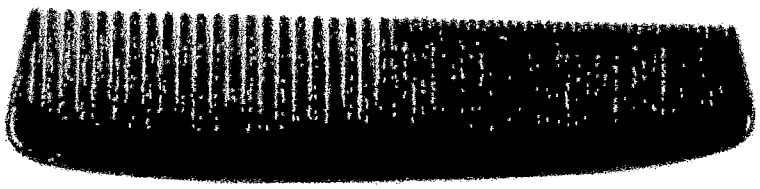
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Maximum Security® Clear Razor
CLR1000

ITEM #	CLR1000
DESCRIPTION	Maximum Security® Clear Razor
SIZE	• Head: 40 x 11 mm • Handle: 80 mm • Safety cap: 41 x 13 mm
COMPONENTS	• Keeper • Head + handle • Safety cap • Single blade
MATERIALS	• Keeper: GPPS + K-Resin • Head + handle: GPPS + K-Resin • Safety cap: Polypropylene • Single blade: 0.09mm stainless steal
COLOR	• Clear handle • Clear keeper • Clear safety cap
WELD STYLE	Stamping
PACKAGING	10 EA per bag, 100 bags per case
WEIGHT	10.9 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Maximum Security®
CASE PACK	1000 EA per case

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Black Plastic Pocket Comb, 5in

C-5

ITEM #	C-5	
DESCRIPTION	Black Plastic Pocket Comb, 5in	
SIZE	5in length	
MATERIALS	Polypropylene	
WEIGHT	1 lb	
CASE PACK	STANDARD CASE: 144 EA	MASTER CASE: 2160 EA

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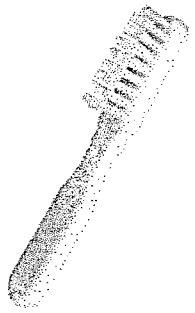


Toothpaste, Maximum Security, 0.6oz (17g)

MS306

ITEM #	MS306	
DESCRIPTION	Toothpaste, Maximum Security, 0.6oz (17g)	
COLOR	Clear	
TYPE	Gel	
WEIGHT (EA)	0.6oz (17g)	
PACKAGING	Plastic Tube, No Foil on Lid	
QUANTITY	Inner Case: 144ea	Master Carton: 5cs/144ea
ACTIVE INGREDIENT	Sodium Fluoride 0.22%	
SHELF LIFE	36 Months	
COUNTRY OF ORIGIN	India	
UPC (EA)	744189004847	

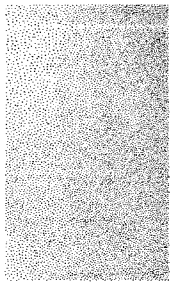
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Toothbrush, Super Shorty
BBST25

ITEM #	BBST25	
DESCRIPTION	25-Tuft Super Short Toothbrush	
SIZE	3.25in length	
COLOR	Ivory	
MATERIALS	• Bristles: Nylon • Handle: Polypropylene	
PACKAGING	Individually wrapped in clear bag	
PRIMARY COUNTRY OF ORIGIN	China	
BRAND	Bob Barker®	
CASE PACK	STANDARD CASE: 144 EA	MASTER CASE: 1440 EA

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Clear Resealable Poly Bags, 4in x 6in

XSZLSB

ITEM #	XSZLSB
DESCRIPTION	Clear Resealable Poly Bags, 4in x 6in
SIZE	4in x 6in
COLOR	Clear
SPECIFICATIONS	• Resealable zip closure
PACKAGING	Loose packed
WEIGHT	4.7 lbs
CASE PACK	1000 EA

BobBarker

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or FAX 1-888-866-3331

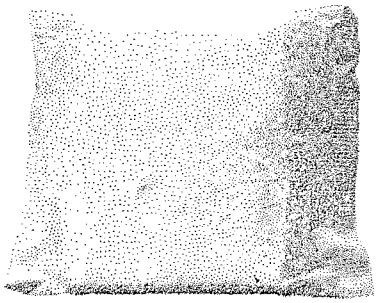
Pencil, 3" Length



- 3" Regular #2 Pencil
- No eraser
- Pre-sharpened
- 144 per case
- Yellow

Item Number	Description
GP-1	Pencil, 3" Length

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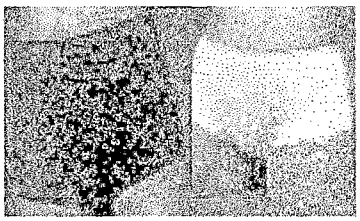
Long Super Sanitary Napkin w/ Wings, Trifold

SN288-C

ITEM #	SN288-C
DESCRIPTION	Long Super Sanitary Napkin w/ Wings, Trifold
SPECIFICATIONS	• Long super sanitary napkins with wings • Larger wings provide maximum leakage protection • Soft-Weave cover keeps the user clean and dry while the absorbent core locks in fluid • Latex-free • Compressed case size allows for more efficient storage
PACKAGING	Tri-folded and individually wrapped. 24 pkgs of 12 napkins
WEIGHT	7.9 lbs
CASE PACK	288 EA

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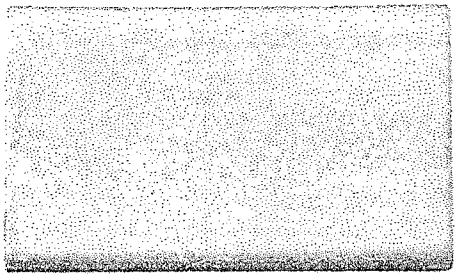
Unisex "Disposable" Mesh Briefs

Style: 1050,1051, 1070-XL, 1071-XL

Specifications

Item	Specification
ITEM #	1050, 1051, 1070-XL, 1071-XL
FABRIC:	100% Stretch nylon, Latex free
COLOR:	White, Orange
SIZE	1050 & 1051 - Unisize (20" thru 55" waist), 1070-XL & 1071-XL - Unisize (26" thru 65" waist)
FEATURES:	Unisize, Unisex, lightweight, disposable or machine washable (will wash/dry at least 50 times). This brief will hold any pad/diaper in place allowing for maximum security. A no stitched hem allows for unisize and unisex capability and the seamless design eliminates potential for pressure points providing maximum comfort.
PACKAGING	1050 & 1051 - 400 each per case 1070-XL & 1071-XL - 300 each per case

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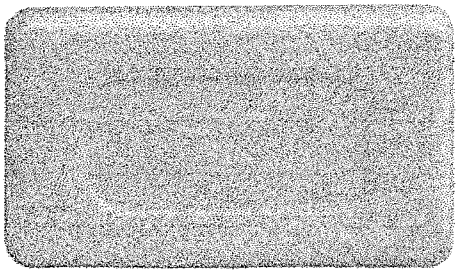


Unwrapped Face & Body Soap #3

TU3-C

ITEM #	TU3-C
DESCRIPTION	Unwrapped Face and Body Soap
SIZE	#3
COLOR	White
SPECIFICATIONS	• Smooth and solid bar • No animal fat
SCENT	Mild scent
PACKAGING	N/A
SHELF LIFE	2 years
WEIGHT	Case: 25.9 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Bob Barker®
CARE INSTRUCTIONS	Store in a cool, dry place.
CASE PACK	144 EA

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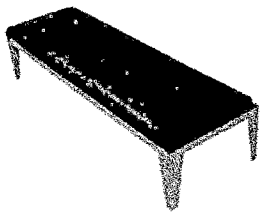


Unwrapped Face & Body Soap #1.5

TU15-C

ITEM #	TU15-C
DESCRIPTION	Unwrapped Face and Body Soap
SIZE	#1.5
COLOR	White
SPECIFICATIONS	• Smooth and solid bar • No animal fat
SCENT	Mild scent
PACKAGING	N/A
SHELF LIFE	2 years
WEIGHT	Case: 41 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Bob Barker®
CARE INSTRUCTIONS	Store in a cool, dry place.
CASE PACK	500 EA

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Sewn Polyester Mattress

ITEM #S	PJM25754, PJM30754, PJM31774, PJM36754, PJM36804, PMP25754, PMP30754
DESCRIPTION	Flame-Chek® Sewn Polyester Core Mattress, 4in (with or without pillow)
SIZES	(See table below)
MATERIALS	Cover: 3-ply polyvinyl chloride (PVC) w/ bonded scrim Core: 100% polyester fiber pad
COLOR	Sherwood Green
COVER	• Material: 3-ply polyvinyl chloride (PVC) w/ bonded scrim • Weight: 12 oz. • Water/liquid resistant • Flame Retardant • Vent location is concealed and designed to allow air to flow in and out of the mattress without the penetration of fluids or solids. Concealed to minimize the potential of tampering or damaging the vent.
CORE	• Material: 100% polyester fiber pad • Description: Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product. • Composition: Memory fiber core of densified polyester • 5in core compressed to 4in finished height • Contains no hazardous material and is 100% recyclable
STITCHING/SEAMS	Double-needle, lockstitch sewn seams
THREAD	100% bonded nylon
PACKAGING	Boxed
COUNTRY OF ORIGIN	USA
BRAND	Flame-Chek ®
CARE INSTRUCTIONS	Ordinary dirt and grime can be removed by using a clean soft cloth or towel and warm water. For more involved cleaning combine your clean soft cloth along with a solution of mild liquid soap like dish soap and water. Use approximately 2 tbsp of soap to 1 gallon of clean, warm water to create the cleaning solution. Avoid using powdered soaps, detergents, brushes, or abrasive sponges.
FLAMABILITY TESTING	California Technical Bulletin 129 California Technical Bulletin 121 16 CFR 1633
CASE PACK	EA
PALLET QUANTITY	(See table below)
OTHER	• PJM31774, PJM36754, PJM36804 are non-stock items • PJM31774 meets California juvenile regulations

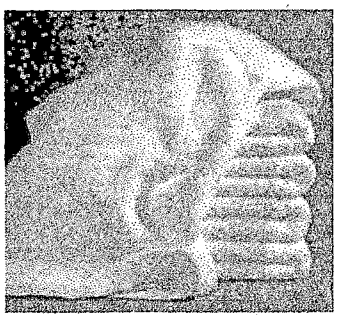
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ITEM #	SIZE	PILLOW OPTION	PALLET QTY
PJM25754	25in W x 75in L x 4in H	No	20
PJM30754	30in W x 75in L x 4in H	No	18
PJM31774	31in W x 77in L x 4in H	No	8
PJM36754	36in W x 75in L x 4in H	No	8
PJM36804	36in W x 80in L x 4in H	No	8
PMP25754	25in W x 75in L x 4in H	Yes	12
PMP30754	30in W x 75in L x 4in H	Yes	8

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Fuquay-Varina, NC 27526

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20" x 40" White Budget-Grade Institutional Towel

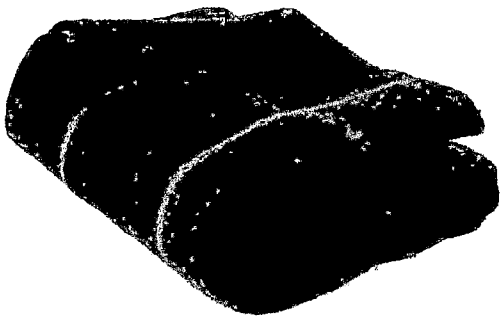
Style: BT2040

Specifications

Item	Specification
DESCRPTION	Budget Grade Institutional cotton terry towel.
STYLE #	BT2040
MATERIAL	100% Cotton Terry
CONSTRUCTION	All sides are hemmed.
SIZE	20" x 40"
COLOR	White
THREAD	10/s
WEIGHT	5.0 lb per dozen
PACKAGING	Towels are shipped machine compressed. 25 Dozen per Master Carton
SELLING UNIT	Dozen

12-14-11

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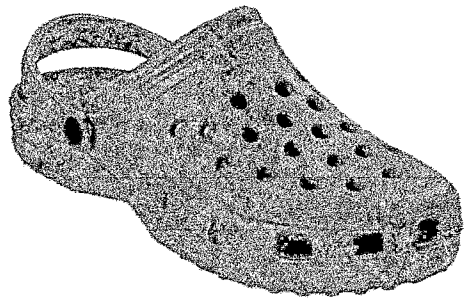


Cozy Blanket, 66x90, Gray
CZ6690GY

ITEM #	CZ6690GY
DESCRIPTION	Gray Cozy Blanket
SIZE	66in x 90in
MATERIALS	55% polyester, 30% acrylic, 10% cotton, 5% other fiber blends (no wool)
COLOR	Gray w/ striping
SPECIFICATIONS	• Warm and environmentally friendly • 100% recycled materials • Hemmed on all sides for superior strength
WEIGHT	4.00 lbs per EA
PRIMARY COUNTRY OF ORIGIN	India
BRAND	Bob Barker®
CARE INSTRUCTIONS	Machine wash in cold water. Tumble dry at low temperature.
TESTING	Meets ASTM D 4151-92 Flammability Requirements
CASE PACK	15 EA

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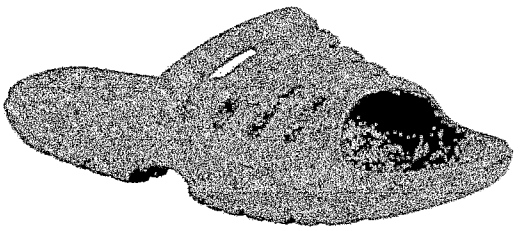
Orange EVA Clog

EVA-OR

ITEM #	EVA-OR-size	
COLOR	Orange (OR)	
DESCRIPTION	EVA Clog	
SIZES	Whole: 4-15	
CASE PACK	Selling UOM: PR, poly bag	Purchasing UOM: 12
MATERIAL(S)	100% Ethyl Vinyl Acetate (EVA) **Upper:** Ventilation holes. Non-metal rivets connect heel strap to upper **Insole:** Ridges to promote circulation and keep foot in place **Outsole:** Slip-resistant, non-marking **Toe Bumper/Cap:** Extra thick	
CLEANING INSTRUCTIONS	1. Wash shoes in warm water (no higher than 110 degrees Fahrenheit) with a mild detergent. DO NOT use heavy cleaning agents or disinfectants, such as bleach. Chemicals will cause EVA to harden and crack. 2. Allow shoes to air dry. DO NOT put in clothing dryer or other type of dryer with high heat. High heat will cause EVA to lose pliability and shrink multiple sizes.	
CONSTRUCTION	Injection, 1 piece molded design	
PRIMARY COUNTRY OF ORIGIN	China	

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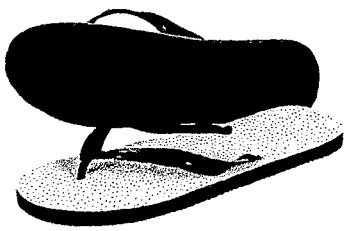
Orange EVA Sandal

SEVA-OR

ITEM #	SEVA-OR-size	
COLOR	Orange (OR)	
DESCRIPTION	EVA Sandal	
SIZES	S-3XL	
CASE PACK	Selling UOM: PR, poly bag	Purchasing UOM: 36
MATERIAL(S)	100% Ethyl Vinyl Acetate (EVA) **Upper:** Ventilation **Insole:** Ridges to promote circulation and keep foot in place **Outsole:** Slip-resistant, non-marking	
CLEANING INSTRUCTIONS	1. Wash shoes in warm water (no higher than 110 degrees Fahrenheit) with a mild detergent. DO NOT use heavy cleaning agents or disinfectants, such as bleach. Chemicals will cause EVA to harden and crack. 2. Allow shoes to air dry. DO NOT put in clothing dryer or other type of dryer with high heat. High heat will cause EVA to lose pliability and shrink multiple sizes.	
CONSTRUCTION	Injection, 1 piece molded design	
PRIMARY COUNTRY OF ORIGIN	China	

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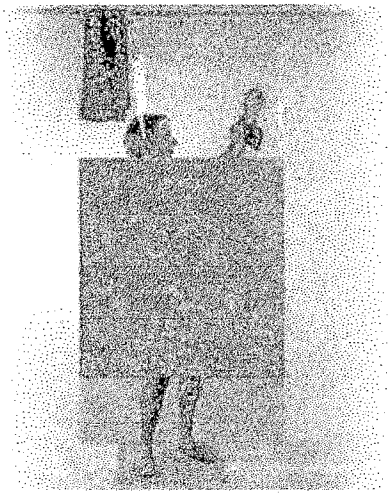
Classic V-Strap Thongs

Style: 1800-(size)
Specifications

Item	Specification
STYLE #	1800-(size)
UPPER STRAP	1/2" Polyvinyl Chloride Straight Resin Reinforced shaft for superior hold
SOLE	1/2" cushioned Low-Density Polyethylene, Ethylene-Vinyl Acetate Copolyme, A/C Blowing Agent, Dicumyl Peroxide, Calcium Carbonate, Pigment powder, Active Zinc Oxide
WIDTH	D
SIZES	Men's sizes:S (6-7), M (8-9), L(10-11), XL(12-13), 2XL (14-15) Women's order one size smaller.
PACKAGING	6 pairs per master carton

Bid Department: 1-800-235-8586
or FAX 1-888-866-3331

Clear-Top & Bottom Shower Curtain 36" x 77"

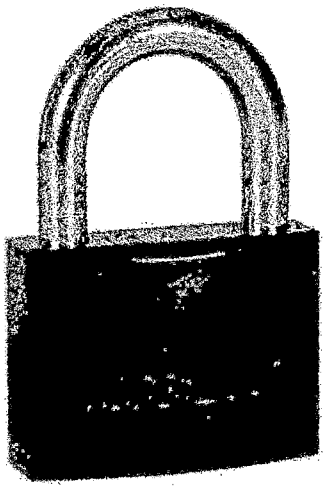


Looking for PREA options, this grommet-style shower curtain installs quickly on shower rings. Curtain features a clear see-through top and bottom with light green 3-ply middle panel.

- Flame-Resistant
- Rust Proof, Brass Grommets
- Installs quickly on shower rings
- Finished Size: 36" x 77"

Item Number	Description
SCG36CL	Clear-Top & Bottom Shower Curtain 36" x 77"

Cuff Lock Handcuff Key Padlock



- Lock opens with standard handcuff key
- Key not included
- Many uses from lockers to transport vehicles
- Brass body with hardened steel shakle
- Red powder coat for high visibility
- Weight: 2.45 lbs each

Item Number	Description
CUFFLOCK	Cuff Lock Handcuff Key Padlock

BobBarker

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Fuquay-Varina, NC 27526
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Fax: 1-800-322-7537
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Laundry Bag

Item #: W2430

- **General Description:** Durable Slip-Lock laundry nets with a complimentary cloth ID tag. Our laundry bag fabric has 0.350 (+/- .080) inch holes to allow for maximum air and water exchange so your laundry washes and dries quickly and thoroughly.
- **Color:** White
- **Size:** 24" W x 30" L +/-.98 inches
- **Material:** 100% Polyester mesh
  - **Weight:** 4.6 with plus or minus .2 ounces per sq. yard
- **Stitching:** over-lock seams with 100% polyester heavy duty thread
- **Thread:** High-quality, heavy-duty cotton wrapped polyester thread
- **Closure:** Non-Metal Slip-lock (included)
- **Durability:** High-quality polyester will not break down quickly from detergents or shrivel up in the dryer. Our over-lock seam provides long service life under the extreme conditions of an industrial laundry. Withstands high temperatures to insure maximum cleansing.
- **Melting Point:** 475° Fahrenheit / becomes gummy at 415° Fahrenheit
- **Packaging:** 12ea /case 48ea. per master carton
- **Construction:** The sides, bottom, and top edge are sewn with nylon thread using a curl stitch. Each bag has a 5.5 x 5.5 inch (+/- .83) polyester identification tag and a 100% polyester cord. The cord is woven into the mesh with a fully plastic clip attached.

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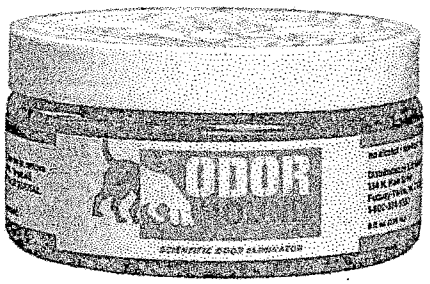


OH-S32

Odor Hound™ Air & Surface Spray

ITEM #(S)	OH-S32		
DESCRIPTION	Odor Hound Air & Surface Spray immediately destroys odors in the air and on any water-safe surface, including fabrics, clothing, containers and more. It contains all-natural active ingredients and is 100% safe because it contains no alcohol, artificial fragrances, toxic chemicals or harmful ingredients. Use Odor Hound Air & Surface Spray for targeted odor control that won't leave behind any lingering or lasting scent. Odor Hound Air & Surface Spray has EPA Safer Choice recognition, meaning its formula contains ingredients with more positive human health and environmental characteristics than conventional products of the same type.		
SIZE(S)	32 fl. oz. trigger spray bottle (sold in cases of 6 bottles)		
COLOR(S)	Liquid spray is a milky white color. The bottle itself is clear with a green, orange and white label, and the trigger spray head is white.		
MATERIALS	The bottle and trigger spray head are made of plastic, and the trigger spray head contains a metal spring.		
SCENT	Upon spraying Odor Hound Air & Surface Spray, users will notice a light pine/citrus scent. The scent disappears after 2-3 minutes depending on the amount used.		
INGREDIENTS	Water, polyoxyethylene sorbitan monooleate, sorbitan monooleate, lime oil, pine needle oil, anise seed oil, clove (bud) oil, red cedarwood oil, tocopherol alpha, proprietary preservatives and proprietary essential oils blend.		
PACKAGING	6 bottles of Odor Hound Air & Surface Spray plus 6 trigger spray heads come in each case. Cases are 12" x 10" x 10", made of cardboard and weigh 13.8 pounds.		
SHELF LIFE	One year		
PRIMARY COUNTRY OF ORIGIN	Assembled in the USA		
BRAND	Odor Hound		
CARE INSTRUCTIONS	Odor Hound Air & Surface Spray should be stored in its original container in a well-ventilated place out of direct sunlight. Keep at a temperature between 40° and 85° F.		
DIFFERENTIATOR(S)	Bob Barker Company is the only retailer of Odor Hound Air & Surface Spray. Odor Hound Air & Surface Spray does not contain artificial fragrances because it fully destroys odors rather than simply masking them. It's 100% safe and non-flammable.		
CERTIFICATION(S)	EPA Safer Choice		
CASE QUANTITY	6 bottles	**PALLET QUANTITY**	100 cases
OTHER	Manufacturer is OMI		

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OH-G08

Odor Hound™ Gel

ITEM #(S)	OH-G08		
DESCRIPTION	Odor Hound Gel continuously destroys odors in the air for 30 days in spaces up to 250 sq. ft. It contains all-natural active ingredients and is 100% safe because it contains no alcohol, artificial fragrances, toxic chemicals or harmful ingredients. Use Odor Hound Gel in offices, closets, lockers, cars, and more. Odor Hound Gel has EPA Safer Choice recognition, meaning its formula contains ingredients with more positive human health and environmental characteristics than conventional products of the same type.		
SIZE(S)	8 fl. oz. gel canister (sold in cases of 12 canisters)		
COLOR(S)	Gel is a milky clear color. The canister itself is clear with a green, orange and white label. The lid of the canister is white		
MATERIALS	The canister is made of plastic, and it contains a removable foil that should be discarded prior to use.		
SCENT	Upon opening an Odor Hound Gel canister, users will notice a light pine/citrus scent that becomes less noticeable over a short period of time.		
INGREDIENTS	Water, 2-propenoic acid, potassium salt, polymer with 2-propenamide, polyoxyethylene sorbitan monooleate, sorbitan monooleate, lime oil, pine needle oil, anise seed oil, clove (bud) oil, red cedarwood oil, tocopherol alpha, proprietary preservatives and proprietary essential oils blend.		
PACKAGING	12 canisters of Odor Hound Gel come in each case. Cases are 8" x 8" x 6", made of cardboard and weigh 8 pounds.		
SHELF LIFE	One year		
PRIMARY COUNTRY OF ORIGIN	Assembled in the USA		
BRAND	Odor Hound		
CARE INSTRUCTIONS	Odor Hound Gel should be stored in its original container in a well-ventilated place out of direct sunlight. Keep at a temperature between 40° and 85° F.		
DIFFERENTIATOR(S)	Bob Barker Company is the only retailer of Odor Hound Gel. Odor Hound Gel does not contain artificial fragrances because it fully destroys odors rather than simply masking them. It's 100% safe and non-flammable.		
CERTIFICATION(S)	EPA Safer Choice		
CASE QUANTITY	12 canisters	**PALLET QUANTITY**	120 cases
OTHER	Manufacturer is OMI		

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TriStitch® Trousers
T[color]T-[size]

ITEM #	T[color]T-[size]
DESCRIPTION	TriStitch® Trousers
SIZES	S-14XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Orange [O], Navy [N], White [W], Green [G], Red [R], Khaki [K], Postman Blue [PB], Yellow [Y], Hot Pink [PK], Lime Green [LG], Chocolate Brown [BR], Medium Gray [GY], Wine [WN]
CONSTRUCTION	• Cut larger to fit wide range of body types • Pull-on style with mock fly • Sides, inseam, sleeve seams, and rise seams sewn with 3 needle felling stitch • 1 ½ " W 26-gauge heavy duty elastic (with 165% stretch) is surged on with safety stitch and stitched down with 4 rows of expansion stitching • Legs are circular hemmed with single needle stitch • Reinforcing bar tacks at stress points • No pockets
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	IronClad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.25 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	• CTPAT certified manufacturing • Khaki, Navy, and Orange are GSA-approved (Contract # GS-07F-9141-S)
CASE PACK	6 per size
OTHER	• Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available

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	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	7XL	8XL	9XL	10XL	12XL	14XL
Waist Relaxed	24	27	29	31	33	36	40	44	48	50	54	58	62	66	70
Waist Extended	38	41	44	47	50	54	58	62	66	70	74	78	82	86	90
Hip (6" from waist)	39	43	47	49	51	55	59	63	67	71	75	79	83	87	91
Front Rise	12	12.5	13	13.5	14	14.5	16	16.5	17	17.5	18	18.5	19	20.5	21
Leg Opening	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5	27.5	27.5	27.5
Inseam	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Back Rise	14	14.5	15	15.5	16	16.5	18	18.5	19	19.5	20	20.5	21	22.5	23

NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density,

equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)

BobBarker®
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TriStitch®
Crew Neck Shirt
JZT[color]CRS-[size]

ITEM #	JZT[color]CRS-[size]
DESCRIPTION	TriStitch® Crew Neck Shirt
SIZES	S-6XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Chocolate Brown [BR], Green [GR], Yellow [YW], Red [RD]
CONSTRUCTION	• Cut larger to fit a wide range of body types • Sides, inseam, sleeve seams, and shoulder seams sewn with 3 needle felling stitch • Non-binding crew neck collar • One breast pocket set with 1/8-inch margin double needle lock stitching • Raglan short sleeves circular hemmed with single needle lock stitching • Bottom circular hemmed with 1/2-inch finish double turned hem using single needle lock stitching • Reinforcing bar tacks at stress points
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	Ironclad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.2 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	CTPAT certified manufacturing
CASE PACK	6 per size
OTHER	• Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available

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NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density,
equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)

BOARD RESOLUTION OF BOB BARKER COMPANY, INC.
BID SIGNING AUTHORITY - DULY PASSED ON MAY 12, 2020

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to execute, endorse and deliver bids obligating the company in agreements to furnish products and services at agreed upon prices and conditions.

Betsy Copeland	Betsy Copeland
Bettina Morgan	Bettina L Morgan
Brian Ernest	
Dale Griffith	
Erika Flynn	
Jeff Osborne	
K. Nicole Myatt	K. Nicole Myatt
Kathryn Malcolm	
Kim Flowers	Kim Flowers
Laurette Couch	Laurette Couch
Melody Ballard	Melody Ballard
Rebecca Miller	Rebecca Miller
Robert J. Barker, Jr.	
Robert J. Barker, Sr.	
Ruchal Smith	Ruchal Smith
Ryan McNeill	Ryan McNeill
Sally Bryant	Sally Bryant
Shannon Pilkington	Shannon Pilkington
Tabitha Hartley	
Talla Hair	
Irene Watson	

This resolution has been unanimously approved by the Board of Directors of Bob Barker Company, Inc. on May 12, 2020 in its quarterly meeting commencing at 9:00am and adjourning at 3:00pm. We attest that this resolution has been duly recorded in the meeting minutes.

Robert J. Barker, Sr.
Chairman of the Board of Directors

Patricia M. Barker
Secretary of the Board of Directors

Seal:

BOARD RESOLUTION OF BOB BARKER COMPANY, INC.
AMENDMENT TO BOARD RESOLUTION FOR BID SIGNING AUTHORITY
DULY PASSED ON MAY 12, 2020

RESOLVED, that the resolution to grant bid signing authority duly passed on May 12, 2020 is hereby amended as follows:

> "This resolution has been unanimously approved by the Board of Directors of Bob Barker Company, Inc. on May 12, 2020 in its quarterly meeting commencing at 9:00am and adjourning at 3:00pm" shall be amended to reflect the actual meeting time as follows:
>
> "This resolution has been unanimously approved by the Board of Directors of Bob Barker Company, Inc. on May 12, 2020 in its quarterly meeting commencing at 8:00am and adjourning at 4:15pm."

This resolution has been unanimously approved by the Board of Directors of Bob Barker Company, Inc. on May 12, 2020 in its quarterly meeting commencing at 8:00am and adjourning at 4:15pm.

We attest that this resolution has been duly recorded in the meeting minutes.

Robert J. Barker, Sr.
Chairman of the Board of Directors

Patricia M. Barker
Secretary of the Board of Directors

Seal:

KB JOHN
AMERICAN MADE FOR AMERICA

"A Service Disabled Veteran Owned Small Business"

14 September 2020

ATTN: Lisa Small
7122 W. Okanogan Place, Bldg B
Kennewick, WA 99336
PH: 509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa

RE: BENTON COUNTY BID 20-19

Ms. Small:

It has been a remarkable 2020 so far – I hope you, your family and friends are all faring well with the COVID19 operating environment. We at KB John are excited to participate in this bid as I think we can bring value and efficiency to your requirements.

We are eager to serve you with:

- The integrity and high-level execution expected from former military action figures
- Sourcing agreements with top quality suppliers of inmate supplies
- Combined 30 years of experience in the logistics/distribution industry that guarantees fast and reliable – quality conscious movement and delivery of goods

Please accept our pricing package as well as the required, endorsed and notarized documents that you can find in the following pages.

Please note that you will notice our supplier is in fact the Bob Barker Company who is also bidding and the current contract holder. I ask that you consider the fact that my firm is a Service Disabled Veteran Owned Small Business (SDVOSB). The quality of products and service you have enjoyed from Bob Barker will absolutely continue if KB John is fortunate enough to be awarded any part of this business,

Thank you very much for your time and consideration,

Pat Roche
KB John LLC
Email: patr@kbjonline.net

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) $ 36,603.52

LUMP SUM (excluding sales tax), in words Thirty six thousand six hundred and three dollars and fifty two cents

SUBMITTED ON 16 September, 2020

The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at :

526 1st Avenue South, Unit 510
(STREET)

Seattle	WA	98104
(CITY)	(STATE)	{ZIP)

The undersigned hereby certifies and represents to signing this bid on behalf of the Vendor and admits the undersigned is authorized to do so by said Vendor.

KB John, LLC
Legal Name of Vendor

Signature of Authorized Person

Pat Roche, CEO
Print Name of Authorized Person

KB JOHN
AMERICAN MADE FOR AMERICA

"A Service Disabled Veteran Owned Small Business"

PRICING FOR: BENTON COUNTY, WA CORRECTIONS DEPARTMENT
BID: COUNTY BID 20-19
DATE: 16-Sep-20

Line Item	Description	QTY OF CASES	Total Quant	2021/2022	Price Per	Total
1	Toenail clippers no file	60	720	0	$ 7.50	$ 450.00 ✓
2	Fingernail clippers no file	30	720	0	$ 8.24	$ 247.20 ✓
3	Razor	25	25,000	0	$ 65.00	
4	Comb	174	25,000	0	$ 65.00	$ 11,310.00 ✓
s	Toothpaste	174	25,000	0	$ 5.00	$ 870.00 ✓
6	Toothbrush	174	25,000	0		
7	Resealable bag	10	10,000	0	$ 25.00	$ 250.00 ✓
8	Golf pencil	139	20,000	0		
9	Feminine pads	52	15,000	0	$ 7.00	$ 364.00 ✓
10	Disposable briefs	1	400	0	$ 37.88	$ 37.88 ✓
11	Barsoap	139	20,000	0	$ 5.00	$ 695.00 ✓
12	Bar soap	60	30,000	0	$ 64.03	$ 3,841.80 ✓
13	InmateUniform * cases of 6; direct ship from vendor "BCC" screenedon back	1	20	0	$ 35.00	$ 35.00 ✓
14	Inmate Uniform * cases of 6; direct ship from vendor "Bee• screened on back	1	20	0	$ 35.00	$ 35.00 ✓
1 5	Inmate Uniform * cases of 6; direct ship from vendor "BCC" screened on back	1	20	0	$ 35.00	$ 35.00 ✓
16	Inmate Uniform * cases of 6; direct ship from vendor "BCC" screened on back	1	20	0	$ 35.00	$ 35.00 ✓
17	Inmate Uniform * cases of 6; direct ship from vendor "BCC" screened on back	1	20	0	$ 35.00	$ 35.00 ✓
18	Inmate Uniform * cases of 6; direct ship from vendor "Bee• screened on back	1	20	0	$ 35.00	$ 35.00 ✓
1 9	Inmate Uniform * cases of 6; direct ship from vendor "BCC" screened on back	1	20	0	$ 37.00	$ 37.00 ✓
20	Inmate Uniform * cases of 6; direct ship from vendor "BCC" screened on back	1	20	0	$ 37.00	$ 37.00
21	Inmate Uniform * cases of 6; direct ship from vendor •ace• screened onback	1	20	0	$ 37.00	$ 37.00
22	Inmate Uniform Pant	20	20	0	$ 7.56	$ 151.20 ✓
	•sec•screened on one leg					
23	Inmate Uniform Pant	20	20	0 s	$ 7.56	$ 151.20 ✓

	•sec- screened on one leg								
24	Inmate Uniform Pant	20	20	0	$ -	$	7.56	$	151.20 ✓
	"BCC" screened on one leg								
25	Inmate Uniform Pant	20	20	0	s	$	7.56	$	151.20 ✓
	"BCC" screened on one leg								
26	Inmate Uniform Pant	20	20	0	$ -	$	7.56	$	151.20 ✓
	"BCC" screened on one leg								
27	Inmate Uniform Pant	20	20	0	$ -	$	7.56	$	151.20 ✓
	"BCC- scr eened on one leg								
28	Inmate Uniform Pant	20	20	0		$	8.08	$	161.60 ✓
	"BCC" screened on one leg								
29	Inma te Unifor m Pant	20	20	0		$	8.08	$	161.60 ✓
	"BCC" screened on one leil								
30	InmateUniform Pant	20	20	0		$	8.08	$	161.60 ✓
	"BCC" screened on one leg								
31	Mattress	250	EA		$ -	$	45.00	$	11,250.00 ✓
32	Towel s	83	1,000	0	s	$	13.97	$	1,159.51 ✓
33	Blankets	26	400	0	$ -	$	134.00	$	3,484.00 ✓
34	Sandals EVA	100	100	0	s	$	2.62	$	262.00 ✓
35	Sand als SEVA	100	100	0	s	$	2.17	$	217.00 ✓
36	Flip Flops	40	40	0	$ -	$	1.00	$	40.00 ✓
37	Sho wer Curtain	5	5	0	$ -	$	17.62	$	88.10 ✓
38	Cufflock	1	10	0	s	$	72.72	$	72.72 ✓
39	Laundry Bag	1	12	0	s	$	27.81	$	27.81 ✓
40	Air Freshener - Spr ay	2	12	0	s	$	72.77	$	145.54 ✓
41	Room Fr eshe ne r - Gel	1	6	0	s	$	77.96	$	77.96 ✓

SUBTOTAL	$	36,603.52
TAX	$	-
FREIGHT	$	-
TOTAL	$	36,603.52

36,603.52

KB JOHN
AMERICAN MADE FOR AMERICA

"A Service Disabled Veteran Owned Small Business"

INMATE SUPPLIES BID 20-19

PRODUCT SPECIFICATION SHEETS

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TriStitch®
Crew Neck Shirt
JZT[color]CRS-[size]

ITEM #	JZT[color]CRS-[size]
DESCRIPTION	TriStitch® Crew Neck Shirt
SIZES	S-6XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Chocolate Brown [BR], Green [GR], Yellow [YW], Red [RD]
CONSTRUCTION	• Cut larger to fit a wide range of body types • Sides, inseam, sleeve seams, and shoulder seams sewn with 3 needle felling stitch • Non-binding crew neck collar • One breast pocket set with 1/8-inch margin double needle lock stitching • Raglan short sleeves circular hemmed with single needle lock stitching • Bottom circular hemmed with 1/2-inch finish double turned hem using single needle lock stitching • Reinforcing bar tacks at stress points
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	Ironclad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.2 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	CTPAT certified manufacturing
CASE PACK	6 per size
OTHER	• Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available

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NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density,

equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)

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TriStitch® Trousers

T[color]T-[size]

ITEM #	T[color]T-[size]
DESCRIPTION	TriStitch® Trousers
SIZES	S-14XL (see size chart below)
MATERIALS	65% polyester/35% cotton twill
COLOR	Orange [O], Navy [N], White [W], Green [G], Red [R], Khaki [K], Postman Blue [PB], Yellow [Y], Hot Pink [PK], Lime Green [LG], Chocolate Brown [BR], Medium Gray [GY], Wine [WN]
CONSTRUCTION	• Cut larger to fit wide range of body types • Pull-on style with mock fly • Sides, inseam, sleeve seams, and rise seams sewn with 3 needle felling stitch • 1 ½ " W 26-gauge heavy duty elastic (with 165% stretch) is surged on with safety stitch and stitched down with 4 rows of expansion stitching • Legs are circular hemmed with single needle stitch • Reinforcing bar tacks at stress points • No pockets
STITCHING	3-needle felling stitch on all seams for maximum strength and durability
THREAD/ THREAD COUNT	Thread: high-quality, heavy-duty cotton wrapped polyester Thread count: approximately 76 x 48
TREATMENTS	IronClad industrial fabric finish resists creases
PACKAGING	All garments are packaged in poly bags – 6 per size
WEIGHT	Fabric: 7.5 oz per yd Product: minimum of 11.25 oz
PRIMARY COUNTRY OF ORIGIN	Mexico
CARE INSTRUCTIONS	Wash warm and tumble dry. Stands up to the bleach levels recommended for industrial laundries with minimal shade loss.
DIFFERENTIATORS	• CTPAT certified manufacturing • Khaki, Navy, and Orange are GSA-approved (Contract # GS-07F-9141-S)
CASE PACK	6 per size
OTHER	• Color coded woven fabric labels with care instructions and fabric content • Screening/stenciling is available

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	S	M	L	XL	2XL	3XL	4XL	5XL	6XL	7XL	8XL	9XL	10XL	12XL	14XL
Waist Relaxed	24	27	29	31	33	36	40	44	48	50	54	58	62	66	70
Waist Extended	38	41	44	47	50	54	58	62	66	70	74	78	82	86	90
Hip (6" from waist)	39	43	47	49	51	55	59	63	67	71	75	79	83	87	91
Front Rise	12	12.5	13	13.5	14	14.5	16	16.5	17	17.5	18	18.5	19	20.5	21
Leg Opening	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5	27.5	27.5	27.5
Inseam	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Back Rise	14	14.5	15	15.5	16	16.5	18	18.5	19	19.5	20	20.5	21	22.5	23

NOTES

Other Fabric Specifications

Warp is the scrim running the length of the fabric

Fill is the scrim running the width of the fabric

Strength Type	Warp	Fill
Tear	14 lbs	12 lbs
Tensile	175-200 lbs	130-150 lbs

Other Thread Specifications

Tex is the thread (yarn) size

This is the unit for expressing linear density,

equal to the weight in grams of 1 kilometer of yarn

Tex Size	T-40	
Strength	4.13 lbs	Avg single-end break
Elongation	20.6%	Avg elongation at break
Shrinkage	<1%	At 212°F (boiling water)
Hot Air Shrinkage	<2%	
Loop Strength	5.65 lbs	Avg loop break strength
Loop Strength Ratio	1.3	
Seam Strength	51.7	Chainstitch (8 spi)

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OH-G08

Odor Hound™ Gel

ITEM #(S)	OH-G08		
DESCRIPTION	Odor Hound Gel continuously destroys odors in the air for 30 days in spaces up to 250 sq. ft. It contains all-natural active ingredients and is 100% safe because it contains no alcohol, artificial fragrances, toxic chemicals or harmful ingredients. Use Odor Hound Gel in offices, closets, lockers, cars, and more. Odor Hound Gel has EPA Safer Choice recognition, meaning its formula contains ingredients with more positive human health and environmental characteristics than conventional products of the same type.		
SIZE(S)	8 fl. oz. gel canister (sold in cases of 12 canisters)		
COLOR(S)	Gel is a milky clear color. The canister itself is clear with a green, orange and white label. The lid of the canister is white		
MATERIALS	The canister is made of plastic, and it contains a removable foil that should be discarded prior to use.		
SCENT	Upon opening an Odor Hound Gel canister, users will notice a light pine/citrus scent that becomes less noticeable over a short period of time.		
INGREDIENTS	Water, 2-propenoic acid, potassium salt, polymer with 2-propenamide, polyoxyethylene sorbitan monooleate, sorbitan monooleate, lime oil, pine needle oil, anise seed oil, clove (bud) oil, red cedarwood oil, tocopherol alpha, proprietary preservatives and proprietary essential oils blend.		
PACKAGING	12 canisters of Odor Hound Gel come in each case. Cases are 8" x 8" x 6", made of cardboard and weigh 8 pounds.		
SHELF LIFE	One year		
PRIMARY COUNTRY OF ORIGIN	Assembled in the USA		
BRAND	Odor Hound		
CARE INSTRUCTIONS	Odor Hound Gel should be stored in its original container in a well-ventilated place out of direct sunlight. Keep at a temperature between 40° and 85° F.		
DIFFERENTIATOR(S)	Bob Barker Company is the only retailer of Odor Hound Gel. Odor Hound Gel does not contain artificial fragrances because it fully destroys odors rather than simply masking them. It's 100% safe and non-flammable.		
CERTIFICATION(S)	EPA Safer Choice		
CASE QUANTITY	12 canisters	**PALLET QUANTITY**	120 cases
OTHER	Manufacturer is OMI		

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OH-S32

Odor Hound™ Air & Surface Spray

ITEM #(S)	OH-S32		
DESCRIPTION	Odor Hound Air & Surface Spray immediately destroys odors in the air and on any water-safe surface, including fabrics, clothing, containers and more. It contains all-natural active ingredients and is 100% safe because it contains no alcohol, artificial fragrances, toxic chemicals or harmful ingredients. Use Odor Hound Air & Surface Spray for targeted odor control that won't leave behind any lingering or lasting scent. Odor Hound Air & Surface Spray has EPA Safer Choice recognition, meaning its formula contains ingredients with more positive human health and environmental characteristics than conventional products of the same type.		
SIZE(S)	32 fl. oz. trigger spray bottle (sold in cases of 6 bottles)		
COLOR(S)	Liquid spray is a milky white color. The bottle itself is clear with a green, orange and white label, and the trigger spray head is white.		
MATERIALS	The bottle and trigger spray head are made of plastic, and the trigger spray head contains a metal spring.		
SCENT	Upon spraying Odor Hound Air & Surface Spray, users will notice a light pine/citrus scent. The scent disappears after 2-3 minutes depending on the amount used.		
INGREDIENTS	Water, polyoxyethylene sorbitan monooleate, sorbitan monooleate, lime oil, pine needle oil, anise seed oil, clove (bud) oil, red cedarwood oil, tocopherol alpha, proprietary preservatives and proprietary essential oils blend.		
PACKAGING	6 bottles of Odor Hound Air & Surface Spray plus 6 trigger spray heads come in each case. Cases are 12" x 10" x 10", made of cardboard and weigh 13.8 pounds.		
SHELF LIFE	One year		
PRIMARY COUNTRY OF ORIGIN	Assembled in the USA		
BRAND	Odor Hound		
CARE INSTRUCTIONS	Odor Hound Air & Surface Spray should be stored in its original container in a well-ventilated place out of direct sunlight. Keep at a temperature between 40° and 85° F.		
DIFFERENTIATOR(S)	Bob Barker Company is the only retailer of Odor Hound Air & Surface Spray. Odor Hound Air & Surface Spray does not contain artificial fragrances because it fully destroys odors rather than simply masking them. It's 100% safe and non-flammable.		
CERTIFICATION(S)	EPA Safer Choice		
CASE QUANTITY	6 bottles	**PALLET QUANTITY**	100 cases
OTHER	Manufacturer is OMI		

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Laundry Bag

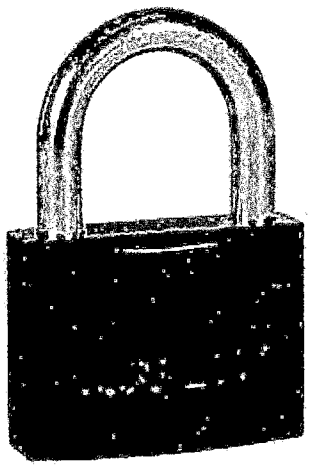
Item #: W2430

- **General Description:** Durable Slip-Lock laundry nets with a complimentary cloth ID tag. Our laundry bag fabric has 0.350 (+/- .080) inch holes to allow for maximum air and water exchange so your laundry washes and dries quickly and thoroughly.
- **Color:** White
- **Size:** 24" W x 30" L +/-.98 inches
- **Material:** 100% Polyester mesh
    - **Weight:** 4.6 with plus or minus .2 ounces per sq. yard
- **Stitching:** over-lock seams with 100% polyester heavy duty thread
- **Thread:** High-quality, heavy-duty cotton wrapped polyester thread
- **Closure:** Non-Metal Slip-lock (included)
- **Durability:** High-quality polyester will not break down quickly from detergents or shrivel up in the dryer. Our over-lock seam provides long service life under the extreme conditions of an industrial laundry. Withstands high temperatures to insure maximum cleansing.
- **Melting Point:** 475° Fahrenheit / becomes gummy at 415° Fahrenheit
- **Packaging:** 12ea /case 48ea. per master carton
- **Construction:** The sides, bottom, and top edge are sewn with nylon thread using a curl stitch. Each bag has a 5.5 x 5.5 inch (+/- .83) polyester identification tag and a 100% polyester cord. The cord is woven into the mesh with a fully plastic clip attached.

Bob Barker

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or FAX 1-888-866-3331

Cuff Lock Handcuff Key Padlock



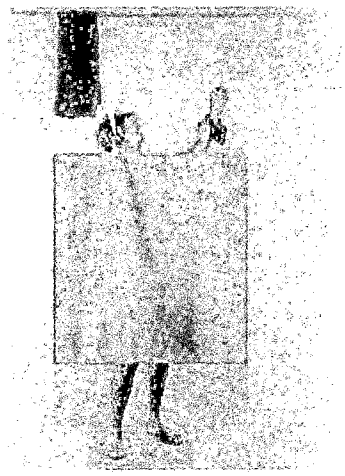
- Lock opens with standard handcuff key
- Key not included
- Many uses from lockers to transport vehicles
- Brass body with hardened steel shakle
- Red powder coat for high visibility
- Weight: 2.45 lbs each

Item Number	Description
CUFFLOCK	Cuff Lock Handcuff Key Padlock

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Clear-Top & Bottom Shower Curtain 36" x 77"



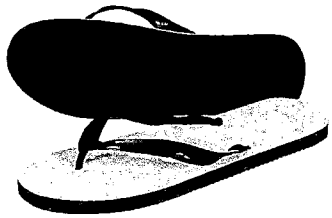
Looking for PREA options, this grommet-style shower curtain installs quickly on shower rings. Curtain features a clear see-through top and bottom with light green 3-ply middle panel.

- Flame-Resistant
- Rust Proof, Brass Grommets
- Installs quickly on shower rings
- Finished Size: 36" x 77"

Item Number	Description
SCG36CL	Clear-Top & Bottom Shower Curtain 36" x 77"

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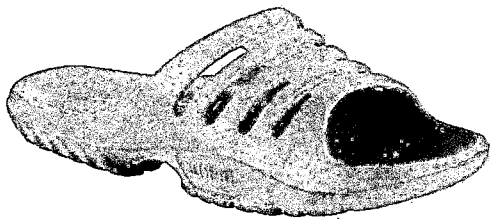


Classic V-Strap Thongs

Style: 1800-(size)
Specifications

Item	Specification
STYLE #	1800-(size)
UPPER STRAP	1/2" Polyvinyl Chloride Straight Resin Reinforced shaft for superior hold
SOLE	1/2" cushioned Low-Density Polyethylene, Ethylene-Vinyl Acetate Copolyme, A/C Blowing Agent, Dicumyl Peroxide, Calcium Carbonate, Pigment powder, Active Zinc Oxide
WIDTH	D
SIZES	Men's sizes:S (6-7), M (8-9), L(10-11), XL(12-13), 2XL (14-15) Women's order one size smaller.
PACKAGING	6 pairs per master carton

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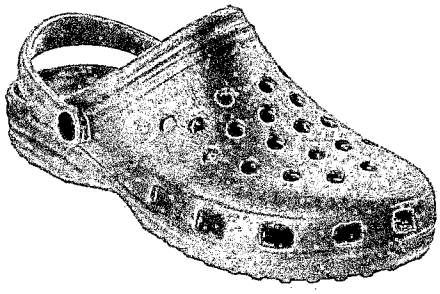
Orange EVA Sandal

SEVA-OR

ITEM #	SEVA-OR-size	
COLOR	Orange (OR)	
DESCRIPTION	EVA Sandal	
SIZES	S-3XL	
CASE PACK	Selling UOM: PR, poly bag	Purchasing UOM: 36
MATERIAL(S)	100% Ethyl Vinyl Acetate (EVA) **Upper:** Ventilation **Insole:** Ridges to promote circulation and keep foot in place **Outsole:** Slip-resistant, non-marking	
CLEANING INSTRUCTIONS	1. Wash shoes in warm water (no higher than 110 degrees Fahrenheit) with a mild detergent. DO NOT use heavy cleaning agents or disinfectants, such as bleach. Chemicals will cause EVA to harden and crack. 2. Allow shoes to air dry. DO NOT put in clothing dryer or other type of dryer with high heat. High heat will cause EVA to lose pliability and shrink multiple sizes.	
CONSTRUCTION	Injection, 1 piece molded design	
PRIMARY COUNTRY OF ORIGIN	China	

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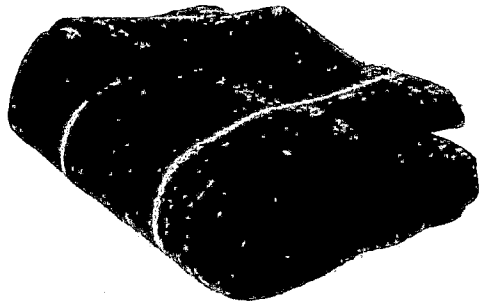


Orange EVA Clog

EVA-OR

ITEM #	EVA-OR-size	
COLOR	Orange (OR)	
DESCRIPTION	EVA Clog	
SIZES	Whole: 4-15	
CASE PACK	Selling UOM: PR, poly bag	Purchasing UOM: 12
MATERIAL(S)	100% Ethyl Vinyl Acetate (EVA) **Upper:** Ventilation holes. Non-metal rivets connect heel strap to upper **Insole:** Ridges to promote circulation and keep foot in place **Outsole:** Slip-resistant, non-marking **Toe Bumper/Cap:** Extra thick	
CLEANING INSTRUCTIONS	1. Wash shoes in warm water (no higher than 110 degrees Fahrenheit) with a mild detergent. DO NOT use heavy cleaning agents or disinfectants, such as bleach. Chemicals will cause EVA to harden and crack. 2. Allow shoes to air dry. DO NOT put in clothing dryer or other type of dryer with high heat. High heat will cause EVA to lose pliability and shrink multiple sizes.	
CONSTRUCTION	Injection, 1 piece molded design	
PRIMARY COUNTRY OF ORIGIN	China	

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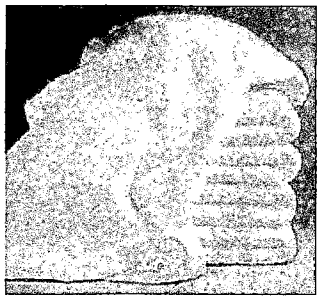


Cozy Blanket, 66x90, Gray
CZ6690GY

ITEM #	CZ6690GY
DESCRIPTION	Gray Cozy Blanket
SIZE	66in x 90in
MATERIALS	55% polyester, 30% acrylic, 10% cotton, 5% other fiber blends (no wool)
COLOR	Gray w/ striping
SPECIFICATIONS	• Warm and environmentally friendly • 100% recycled materials • Hemmed on all sides for superior strength
WEIGHT	4.00 lbs per EA
PRIMARY COUNTRY OF ORIGIN	India
BRAND	Bob Barker®
CARE INSTRUCTIONS	Machine wash in cold water. Tumble dry at low temperature.
TESTING	Meets ASTM D 4151-92 Flammability Requirements
CASE PACK	15 EA

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20" x 40" White Budget-Grade Institutional Towel

Style: BT2040

Specifications

Item	Specification
DESCRPTION	Budget Grade Institutional cotton terry towel.
STYLE #	BT2040
MATERIAL	100% Cotton Terry
CONSTRUCTION	All sides are hemmed.
SIZE	20" x 40"
COLOR	White
THREAD	10/s
WEIGHT	5.0 lb per dozen
PACKAGING	Towels are shipped machine compressed. 25 Dozen per Master Carton
SELLING UNIT	Dozen

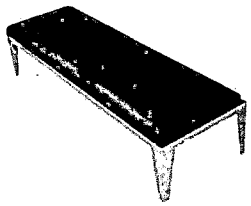
12-14-11

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ITEM #	SIZE	PILLOW OPTION	PALLET QTY
PJM25754	25in W x 75in L x 4in H	No	20
PJM30754	30in W x 75in L x 4in H	No	18
PJM31774	31in W x 77in L x 4in H	No	8
PJM36754	36in W x 75in L x 4in H	No	8
PJM36804	36in W x 80in L x 4in H	No	8
PMP25754	25in W x 75in L x 4in H	Yes	12
PMP30754	30in W x 75in L x 4in H	Yes	8

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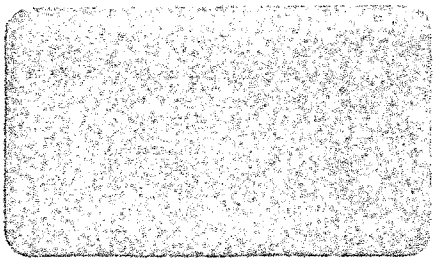
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Sewn Polyester Mattress

ITEM #S	PJM25754, PJM30754, PJM31774, PJM36754, PJM36804, PMP25754, PMP30754
DESCRIPTION	Flame-Chek® Sewn Polyester Core Mattress, 4in (with or without pillow)
SIZES	(See table below)
MATERIALS	Cover: 3-ply polyvinyl chloride (PVC) w/ bonded scrim Core: 100% polyester fiber pad
COLOR	Sherwood Green
COVER	• Material: 3-ply polyvinyl chloride (PVC) w/ bonded scrim • Weight: 12 oz. • Water/liquid resistant • Flame Retardant • Vent location is concealed and designed to allow air to flow in and out of the mattress without the penetration of fluids or solids. Concealed to minimize the potential of tampering or damaging the vent.
CORE	• Material: 100% polyester fiber pad • Description: Made of thermally bonded polyester fiber. No chemicals or additional ingredients are added during the processing of this product. • Composition: Memory fiber core of densified polyester • 5in core compressed to 4in finished height • Contains no hazardous material and is 100% recyclable
STITCHING/SEAMS	Double-needle, lockstitch sewn seams
THREAD	100% bonded nylon
PACKAGING	Boxed
COUNTRY OF ORIGIN	USA
BRAND	Flame-Chek ®
CARE INSTRUCTIONS	Ordinary dirt and grime can be removed by using a clean soft cloth or towel and warm water. For more involved cleaning combine your clean soft cloth along with a solution of mild liquid soap like dish soap and water. Use approximately 2 tbsp of soap to 1 gallon of clean, warm water to create the cleaning solution. Avoid using powdered soaps, detergents, brushes, or abrasive sponges.
FLAMABILITY TESTING	California Technical Bulletin 129 California Technical Bulletin 121 16 CFR 1633
CASE PACK	EA
PALLET QUANTITY	(See table below)
OTHER	• PJM31774, PJM36754, PJM36804 are non-stock items • PJM31774 meets California juvenile regulations

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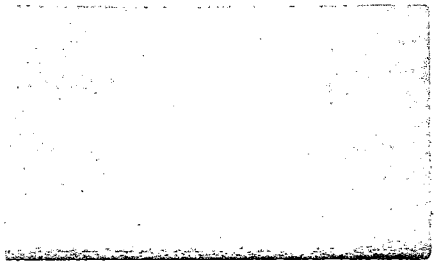


Unwrapped Face & Body Soap #1.5

TU15-C

ITEM #	TU15-C
DESCRIPTION	Unwrapped Face and Body Soap
SIZE	#1.5
COLOR	White
SPECIFICATIONS	• Smooth and solid bar • No animal fat
SCENT	Mild scent
PACKAGING	N/A
SHELF LIFE	2 years
WEIGHT	Case: 41 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Bob Barker®
CARE INSTRUCTIONS	Store in a cool, dry place.
CASE PACK	500 EA

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Unwrapped Face & Body Soap #3

TU3-C

ITEM #	TU3-C
DESCRIPTION	Unwrapped Face and Body Soap
SIZE	#3
COLOR	White
SPECIFICATIONS	• Smooth and solid bar • No animal fat
SCENT	Mild scent
PACKAGING	N/A
SHELF LIFE	2 years
WEIGHT	Case: 25.9 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Bob Barker®
CARE INSTRUCTIONS	Store in a cool, dry place.
CASE PACK	144 EA

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Fax: 1-800-322-7537
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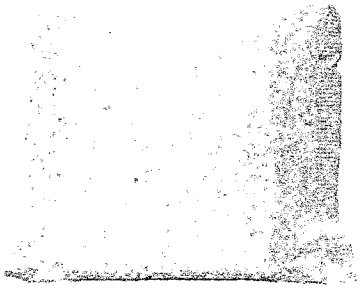
Unisex "Disposable" Mesh Briefs

Style: 1050,1051, 1070-XL, 1071-XL

Specifications

Item	Specification
ITEM #	1050, 1051, 1070-XL, 1071-XL
FABRIC:	100% Stretch nylon, Latex free
COLOR:	White, Orange
SIZE	1050 & 1051 - Unisize (20" thru 55" waist), 1070-XL & 1071-XL - Unisize (26" thru 65" waist)
FEATURES:	Unisize, Unisex, lightweight, disposable or machine washable (will wash/dry at least 50 times). This brief will hold any pad/diaper in place allowing for maximum security. A no stitched hem allows for unisize and unisex capability and the seamless design eliminates potential for pressure points providing maximum comfort.
PACKAGING	1050 & 1051 - 400 each per case 1070-XL & 1071-XL - 300 each per case

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Long Super Sanitary Napkin w/ Wings, Trifold
SN288-C

ITEM #	SN288-C
DESCRIPTION	Long Super Sanitary Napkin w/ Wings, Trifold
SPECIFICATIONS	• Long super sanitary napkins with wings • Larger wings provide maximum leakage protection • Soft-Weave cover keeps the user clean and dry while the absorbent core locks in fluid • Latex-free • Compressed case size allows for more efficient storage
PACKAGING	Tri-folded and individually wrapped. 24 pkgs of 12 napkins
WEIGHT	7.9 lbs
CASE PACK	288 EA

Pencil, 3" Length



- 3" Regular #2 Pencil
- No eraser
- Pre-sharpened
- 144 per case
- Yellow

Item Number	Description
GP-1	Pencil, 3" Length

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Clear Resealable Poly Bags, 4in x 6in

XSZLSB

ITEM #	XSZLSB
DESCRIPTION	Clear Resealable Poly Bags, 4in x 6in
SIZE	4in x 6in
COLOR	Clear
SPECIFICATIONS	• Resealable zip closure
PACKAGING	Loose packed
WEIGHT	4.7 lbs
CASE PACK	1000 EA

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Toothbrush, Super Shorty
BBST25

ITEM #	BBST25	
DESCRIPTION	25-Tuft Super Short Toothbrush	
SIZE	3.25in length	
COLOR	Ivory	
MATERIALS	• Bristles: Nylon • Handle: Polypropylene	
PACKAGING	Individually wrapped in clear bag	
PRIMARY COUNTRY OF ORIGIN	China	
BRAND	Bob Barker®	
CASE PACK	STANDARD CASE: 144 EA	MASTER CASE: 1440 EA

BobBarker®
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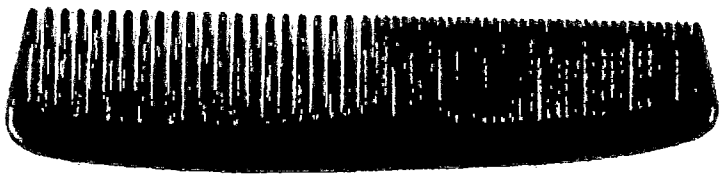


Toothpaste, Maximum Security, 0.6oz (17g)

MS306

ITEM #	MS306	
DESCRIPTION	Toothpaste, Maximum Security, 0.6oz (17g)	
COLOR	Clear	
TYPE	Gel	
WEIGHT (EA)	0.6oz (17g)	
PACKAGING	Plastic Tube, No Foil on Lid	
QUANTITY	Inner Case: 144ea	Master Carton: 5cs/144ea
ACTIVE INGREDIENT	Sodium Fluoride 0.22%	
SHELF LIFE	36 Months	
COUNTRY OF ORIGIN	India	
UPC (EA)	744189004847	

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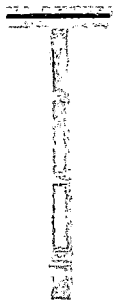


Black Plastic Pocket Comb, 5in

C-5

ITEM #	C-5	
DESCRIPTION	Black Plastic Pocket Comb, 5in	
SIZE	5in length	
MATERIALS	Polypropylene	
WEIGHT	1 lb	
CASE PACK	STANDARD CASE: 144 EA	MASTER CASE: 2160 EA

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Maximum Security® Clear Razor
CLR1000

ITEM #	CLR1000
DESCRIPTION	Maximum Security® Clear Razor
SIZE	• Head: 40 x 11 mm • Handle: 80 mm • Safety cap: 41 x 13 mm
COMPONENTS	• Keeper • Head + handle • Safety cap • Single blade
MATERIALS	• Keeper: GPPS + K-Resin • Head + handle: GPPS + K-Resin • Safety cap: Polypropylene • Single blade: 0.09mm stainless steal
COLOR	• Clear handle • Clear keeper • Clear safety cap
WELD STYLE	Stamping
PACKAGING	10 EA per bag, 100 bags per case
WEIGHT	10.9 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Maximum Security®
CASE PACK	1000 EA per case

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Fingernail Clippers
FNC24

ITEM #	FNC24	
DESCRIPTION	Fingernail Clippers	
SIZE	2 in length	
SPECIFICATIONS	• Does not contain a file • All metal	
PACKAGING	50 cases per master case	
WEIGHT	1.2 lbs	
CASE PACK	STANDARD CASE: 24 EA	MASTER CASE: 1200 EA

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Toenail Clippers
TNC12

ITEM #	TNC12	
DESCRIPTION	Toenail Clippers	
SIZE	3.25in length	
SPECIFICATIONS	• Does not contain a file • All metal	
PACKAGING	25 cases per master case	
WEIGHT	1.1 lbs	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 300 EA

BobBarker

Bid Department: 1-800-235-8586
or FAX 1-888-866-3331

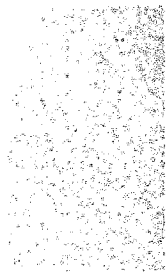
Pencil, 3" Length



- 3" Regular #2 Pencil
- No eraser
- Pre-sharpened
- 144 per case
- Yellow

Item Number	Description
GP-1	Pencil, 3" Length

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Clear Resealable Poly Bags, 4in x 6in

XSZLSB

ITEM #	XSZLSB
DESCRIPTION	Clear Resealable Poly Bags, 4in x 6in
SIZE	4in x 6in
COLOR	Clear
SPECIFICATIONS	• Resealable zip closure
PACKAGING	Loose packed
WEIGHT	4.7 lbs
CASE PACK	1000 EA

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Toothbrush, Super Shorty
BBST25

ITEM #	BBST25	
DESCRIPTION	25-Tuft Super Short Toothbrush	
SIZE	3.25in length	
COLOR	Ivory	
MATERIALS	• Bristles: Nylon • Handle: Polypropylene	
PACKAGING	Individually wrapped in clear bag	
PRIMARY COUNTRY OF ORIGIN	China	
BRAND	Bob Barker®	
CASE PACK	STANDARD CASE: 144 EA	MASTER CASE: 1440 EA

BobBarker®
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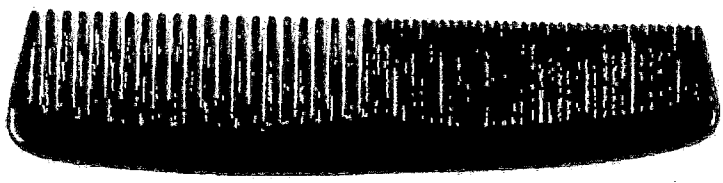


Toothpaste, Maximum Security, 0.6oz (17g)

MS306

ITEM #	MS306	
DESCRIPTION	Toothpaste, Maximum Security, 0.6oz (17g)	
COLOR	Clear	
TYPE	Gel	
WEIGHT (EA)	0.6oz (17g)	
PACKAGING	Plastic Tube, No Foil on Lid	
QUANTITY	Inner Case: 144ea	Master Carton: 5cs/144ea
ACTIVE INGREDIENT	Sodium Fluoride 0.22%	
SHELF LIFE	36 Months	
COUNTRY OF ORIGIN	India	
UPC (EA)	744189004847	

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Black Plastic Pocket Comb, 5in

C-5

ITEM #	C-5	
DESCRIPTION	Black Plastic Pocket Comb, 5in	
SIZE	5in length	
MATERIALS	Polypropylene	
WEIGHT	1 lb	
CASE PACK	STANDARD CASE: 144 EA	MASTER CASE: 2160 EA

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Maximum Security® Clear Razor
CLR1000

ITEM #	CLR1000
DESCRIPTION	Maximum Security® Clear Razor
SIZE	• Head: 40 x 11 mm • Handle: 80 mm • Safety cap: 41 x 13 mm
COMPONENTS	• Keeper • Head + handle • Safety cap • Single blade
MATERIALS	• Keeper: GPPS + K-Resin • Head + handle: GPPS + K-Resin • Safety cap: Polypropylene • Single blade: 0.09mm stainless steal
COLOR	• Clear handle • Clear keeper • Clear safety cap
WELD STYLE	Stamping
PACKAGING	10 EA per bag, 100 bags per case
WEIGHT	10.9 lbs
PRIMARY COUNTRY OF ORIGIN	China
BRAND	Maximum Security®
CASE PACK	1000 EA per case

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Fingernail Clippers
FNC24

ITEM #	FNC24	
DESCRIPTION	Fingernail Clippers	
SIZE	2 in length	
SPECIFICATIONS	• Does not contain a file • All metal	
PACKAGING	50 cases per master case	
WEIGHT	1.2 lbs	
CASE PACK	STANDARD CASE: 24 EA	MASTER CASE: 1200 EA

BobBarker®
Phone: 1-800-334-9880 • Fax: 1-800-322-7537 • www.bobbarker.com



Toenail Clippers
TNC12

ITEM #	TNC12	
DESCRIPTION	Toenail Clippers	
SIZE	3.25in length	
SPECIFICATIONS	• Does not contain a file • All metal	
PACKAGING	25 cases per master case	
WEIGHT	1.1 lbs	
CASE PACK	STANDARD CASE: 12 EA	MASTER CASE: 300 EA

Exhibit B

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

Pat Roche, CEO KB John, LLC (Vendor), being first duly sworn, certifies that the bid above submitted is a genuine bid and not a sham or collusive bid or a bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Vendor has not directly or indirectly induced or solicited any Vendor on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from submitting a bid; and that said Vendor has not in any manner sought by collusion to secure an advantage over other Vendor or Vendors.

KB John, LLC
(Company Name)

(Vendor's Signature)

Pat Roche, CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 14th day of September, 2020.

NOTARY PUBLIC in and for the State of Washington,
residing at Seattle

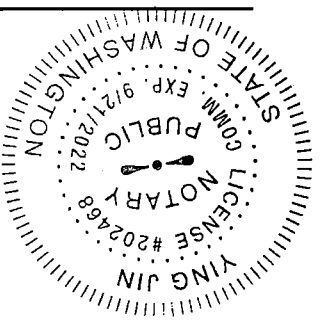


Exhibit C

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

The Vendor hereby stipulates that no person shall be discriminated against in the bidding of the supplies and/or materials herein and that the Vendor shall not refuse employment to any person related to this Agreement because of such person's race, creed, color, sex, sexual orient at ion, handicap or national origin. Any such discrimination shall be deemed a violation of this bid and shall render this bid subject to forfeiture.

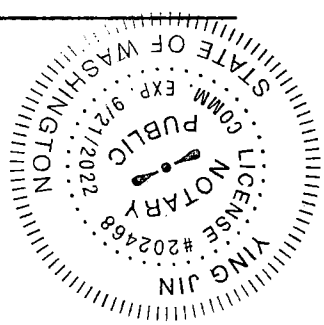
KB John LLC
(Company Name)

(Vendor's Signature)

Pat Roche, CEO
(Typed Name and Title)

SUBSCRIBED and SWORN to before me this 14th day of September 2020.

NOTARY PUBLIC in and for the State of Washington
residing at Seattle



KB JOHN
AMERICAN MADE FOR AMERICA

"A Service Disabled Veteran Owned Small Business"

INMATE SUPPLIES BID 20-19

EXHIBIT E:

Liability Insurance Documentation will be provided upon award. Insurance provisions as per the bidding documents/samples.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

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 October , 2020

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	1273	Maintenance Worker	$8,383
518-301	4103	Professional Services	$1,444
523-500	1273	Maintenance Worker	$5,607
523-500	2102	Social Security	$6,500
523-500	2103	Medical Insurance	$13,000
523-500	2104	Retirement	$9,000
TOTAL			$43,934

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-301	2102	Social Security (FICA)	$7,763
518-301	2103	Medical Insurance	$18,471
518-301	2104	Retirement	$14,259
518-301	2119	Paid Family Leave Act	$1,145
518-301	1925	Overtime	$500
523-500	1931	Pager Pay	$1,020
523-500	2119	Paid Family Leave Act	$776
TOTAL			$43,934

Explanation:

Transfer needed to keep Overtime, Pager Pay, and Benefits category from being over-budget

Prepared by: Cami McKenzie

Date: 05-Oct-2020

Approved ❑

Denied ❑

Date: 10/20/2020

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Ratify First Amendment to PSC-20/21-PREV-ZAVICAR-00 with Breanna Zavicar
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:

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

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

The purpose of this first amendment to PSC-20/21-PREV-ZAVICAR-00 with Breanna Zavicar is to add funds to the budget for the Benton City Coalition; increasing the total maximum budget to $239,247.22.

Fiscal Impact

Amount: $239,247.22

There is no impact on the current expense budget. Funding for the services described in this Contract is provided by the Health Care Authority. This amendment increases the budget by $202,402.00 for an agreement maximum of $239,247.22. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to Ratify Agreement #PSC-20/21-PREV-ZAVICAR-00 with Breanna Zavicar.

Suggested Motion

Approve on consent agenda.

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING THE FIRST AMENDMENT OF #PSC-20/21-PREV-ZAVICAR-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BREANNA ZAVICAR

WHEREAS, Benton County Department of Human Services would like to increase the budget of the Professional Services Contract with Breanna Zavicar for the purpose of being the Community Prevention Coordinator for the Benton City substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent the misuse and abuse of alcohol, tobacco, and other drugs; 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 29, 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 First Amendment of #PSC-20/21-PREV-ZAVICAR-00 agreement, between Breanna Zavicar and Benton County Department of Human Services for a grant in the maximum total amount of $239,247.22 as executed by the Benton County Administrator on September 29, 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 Breanna Zavicar, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the September 30, 2020 and ends on September 29, 2022.

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

_____
Chair of Board

_____
Member

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

Attest: _____
Clerk of the Board

M. Clark

FIRST CONTRACT AMENDMENT TO GRANT AGREEMENT #PSA-20/21-PREV-ZAVICAR-00

THIS FIRST CONTRACT AMENDMENT (hereinafter "First Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices located at 7102 W. Okanogan Avenue, Suite #201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY"), and **BREANNA ZAVICAR**, an individual under the laws of the State of Washington, with its principal offices at 57903 E Main PR NE, Benton City, WA 99320, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No., the parties entered into a Grant Agreement beginning August 1, 2020, extending to September 29, 2021 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community; and

WHEREAS, this First Amendment is necessary to make agreed-upon, needed amendment to the program's COMPENSATION, adding additional funds for from September 30, 2020 through September 29, 2022, increasing the total contract amount by two hundred two thousand four hundred two dollars and no cents ($202,402.00); and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the end date extending the to September 29, 2022; and

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

1. **CONTRACT DOCUMENTS**
   Section 1.b Exhibit B – Budget shall be replaced in its entirety with the attached Exhibit B – Budget.

2. **DURATION of CONTRACT**
   Section 2 shall be amended and replaced in its entirety with the following:

   The term of this Contract shall begin on July 1, 2019 and shall expire on September 29, 2022. 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. **COMPENSATION**
   Section 5.b shall be amended and replaced in its entirety with the following:

The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed eighty-nine thousand five hundred sixty-seven dollars and seventy-two cents. ($89,567.72) from the 2018 Partnerships for Success (PFS) CFDA 93.243 and one hundred forty-nine thousand six hundred seventy-nine dollars and fifty cents ($149,679.50) from the State Opioid Response (SOR), CFDA 93.788.

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

Agreement End Date.....September 29, 2022

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

FOR BENTON COUNTY:

09/29/2020
Chairman Date

Per Resolution 2020-258
Member Date

Member Date

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

FOR THE CONTRACTOR:
Breanna Zavicar, Coordinator

9/29/20
Signature Date

Breanna Zavicar
Name

CPWI Coordinator
Title

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:

Human Services Manager

Breanna Zavicar
PSC-20/21-PREV-ZAVICAR-00
Benton County
August 1, 2020 to September 29, 2021

Exhibit B

Prevention Grants	Award	County Admin	Coalition Award	Balance Left to Spend
Partnerships for Success 2018 (PFS) CFDA 93.243 (7.1.19-9.29.19)	$ 17,915.00	$ 1,254.05	$ 16,660.95	$ -
Partnerships for Success 2018 (PFS) CFDA 93.243 (9.30.19-9.29.20)	$ 31,350.00	$ 2,194.50	$ 29,155.50	$ 11,949.72
State Opioid Response (SOR) CFDA 93.788 (7.1.19-9.29.19)	$ 45,498.00	$ 3,184.86	$ 42,313.14	
State Opioid Response (SOR) CFDA 93.788 (9.30.19-9.29.20)	$ 51,150.00	$ 3,580.50	$ 47,569.50	$ 9,209.50
State Opioid Response (SOR) CFDA 93.788 (9.30.19-9.29.20)	$ 17,050.00	$ 1,364.00	$ 15,686.00	$ 15,686.00
Total	$ 162,963.00	$ 11,577.91	$ 45,816.45	$ 36,845.22

2020-2022 Budget

Prevention Grants	Award	County Admin	Coalition Award
PFS Year 3 (9.30.20-9.29.21)	$ 42,183.00	$3,374.00	$ 38,809.00
PFS Year 4 (9.30.21-9.29.22)	$ 42,183.00	$ 3,374.00	$ 38,809.00
SOR II Year 1 (9.30.20-9.29.21)	$ 67,817.00	$ 5,425.00	$ 62,392.00
SOR II Year 2 (9.30.21-9.29.22)	$ 67,817.00	$ 5,425.00	$ 62,392.00
Total	$ 220,000.00	$ 17,598.00	$ 202,402.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Ratify Agreement PSA-2020/21-Adolphsen-00 with Sharon Adolphsen
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:

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

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

This agreement is to provide support to the local Parent Coalition, a group formed to provide the parents, families and caregivers of people with disabilities support, information, and education surrounding services provided to those individuals.

Fiscal Impact

Amount: $32,854.00

Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-1010 Human Services Budget for a grant amount of $32,854.00.

Recommendation

- Sign the Resolution to Ratify Agreement PSC-2020/21-Adolphsen-00 with Sharon Adolphsen.

Suggested Motion

Approve on consent agenda.

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICE AGREEMENT #PSA-2020/21-ADOLPHSEN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND SHARON ADOLPHSEN

WHEREAS, this Professional Service Agreement serves to provide support to the local Parent Coalition, a group formed to raise community awareness of the needs of individuals with developmental disabilities; 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 29, 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 Benton County Commissioners hereby approves and ratifies the Professional Service Agreement #PSA-2020/21-Adolphsen-00 between Benton County Department of Human Services and Sharon Adolphsen for a grant in the maximum total amount of $32,854.00 as executed by the Benton County Administrator on September 29, 2020; and

BE IT FURTHER RESOLVED, the Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payment to Sharon Adolphsen, necessary for the disbursement of funds; 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

_____
Member

_____
Member

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

Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Professional Services Agreement #PSA-2020/21-Adolphsen-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the Benton County Department of Human Services, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and Sharon Adolphsen, an individual, residing at PO BOX 4575, West Richland, WA 99353(hereinafter "Contractor").

Counties Contact Information
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
Email: kyle.sullivan@co.benton.wa.us

Contractor Contact Information
Sharon Adolphsen, Coordinator
Parent Coalition
PO BOX 4575
West Richland, WA 99353
Phone: 509.967.0971
Email: keithnsharon@frontier.com

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

Consideration $32,854.00

Exhibits incorporated into this Agreement
Exhibit "A" – Budget Worksheet
Exhibit "B" – Parent Coalition Services Invoice
Exhibit "C" – Travel Policy
Exhibit "D" – Documentation Detail

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 understanding 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 Contractor

Sharon Adolphsen 9/29/2020
Sharon Adolphsen, Coordinator Date

For Benton County:

09/29/2020
Benton County Commissioners Date

Attest: Clerk of the Board

Per Resolution 2020-258

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

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

1. **Purpose**: This Agreement serves to provide support to the local Parent Coalition, a group formed to provide the parents, families and caregivers of people with disabilities support, information and education surrounding services provided to those individuals.

2. **Agreement Documents**: This Agreement consists of the terms and conditions described herein

3. **Duration of Agreement**: The term of this Agreement shall commence on July 1, 2020 and shall expire on June 30, 2021, unless terminated sooner as set forth herein. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than expiration date.

4. **Services Provided**: The Contractor shall facilitate and support a Parent Coalition group which will serve to raise community awareness about the capacities and needs of individuals with developmental disabilities, serve as a resource to explain how the developmental disability service system works, and provide advocacy, education, and organization to parents, family members, guardians and other care providers, thus enabling them to become effectively involved in the delivery of services for individuals with developmental disabilities in Benton and Franklin Counties.

   4.1. Administrative Support: In regards to administrative support of the Parent Coalition the Contractor shall:

   4.1.1. Provide administrative support, such as office space, phone access, supplies, mailing and copying systems, support for grant applications, and other needs of the Parent Coalition to carry out their functions.

   4.1.2. Be a parent or family member of an individual with developmental disabilities and who has lived with and has been a primary caregiver of the person.

   4.1.3. Develop and maintain a data-base including contact information for interested families and issues and concerns they have expressed. The Parent Coalition Coordinator will communicate with the County regarding the current issues that are of interest or concern to the Coalition members.

   4.1.4. Distribute relevant information from federal, state, and local policy makers, government agencies, and other relevant entities to families of persons with developmental disabilities on issues that might affect them.

   4.1.5. Ensure that the Counties receive copies of all relevant correspondence and mailings issued by the Parent Coalition.

   4.1.6. Provide written material concerning the purpose and function of the Parent Coalition to be distributed and available for reference.

   4.1.7. Meet regularly with the County to advise on issues and concerns that have been expressed by the parents, families, guardians and caregivers of Benton and Franklin Counties concerning services for people with developmental disabilities.

4.2. **Advocacy:** In providing advocacy for the parents, families, guardians and caregivers of people with developmental disabilities in Benton and Franklin Counties the Contractor shall:

4.2.1. Assure the Parent Coalition's autonomy as a separately functioning entity in its efforts to support families and give the Coalition an independent voice in the community and public policy arena.

4.2.2. Assure the activities performed by the Coalition will advocate for the community as a whole and will not promote any individual program or agency or personal opinion.

4.2.3. Coordinate the creation and maintenance of an advisory board whose role is to provide guidance and oversight regarding the activities and operation of the Coalition. The committee will assist in devising strategies for meeting and evaluating outcomes of the project.

4.2.3.1. Members of the advisory board shall not be in contract with the Counties and/or receive financial compensation from the Counties in regards to services for people with developmental disabilities.

4.2.4. Coordinate and execute a legislative education luncheon once per year in which local law makers and elected officials have the opportunity to hear from parents, families, guardians and care givers of people with disabilities concerning services that they receive.

4.2.5. Assure the parent/family point of view will be represented at public forums, County Board meetings, legislative hearings, other policy formation settings and in local community organizations.

4.2.6. Provide leadership and work as a liaison for parents with community groups, policy makers, and stake holders.

4.2.7. Attend the statewide Parent Coalition held no more than five (5) times per year and serve as the spokesperson for the parents and families of Benton and Franklin Counties.

4.2.8. Attend the statewide Community Advocacy Coalition as the representative from the Parent Coalition and participate in the activities of this group.

4.2.9. Meet regularly with legislators during legislative session to serve as an educational resource concerning any pending or current legislative activity. The function of these meetings will be to provide the legislators with any relevant information and to ensure that the views of the parents, families, guardians and care providers of people with disabilities are represented to the appropriate elected officials.

4.2.10. Attend any meetings held by service providers of people with developmental disabilities in which those agencies will be providing parents, family members, guardians and care providers with information concerning services and ensuring that those affecting by any changes are aware of and understand the changes that are being discussed, if invited.

4.2.11. Coordinate no less than one (1) annual advocacy training session for parents, family members, guardians, care providers. These training sessions should focus

on empowering those in attendance to advocate for the needs of those that they support as well as services as a whole.

4.3. **Education:** In providing education and information to the community at large as well specifically to parents, family members, guardians and care providers of people with developmental disabilities the Contractor shall:

4.3.1. Provide outreach and education to local community organizations regarding developmental disabilities issues, emphasizing the need for inclusion of individuals with disabilities in all aspects of community life. Ensure that outreach and community efforts include diverse cultural communities.

4.3.2. Demonstrate efforts to provide outreach to the rural areas of Benton and Franklin Counties.

4.3.3. Distribute relevant information from federal, state, and local policy makers, government agencies, and other relevant entities to families of persons with developmental disabilities on issues that might affect them.

4.3.4. Recruit, train and support Coalition members to become active participants on local boards, commissions, neighborhood associations, school advisory groups, etc., including generic community groups in addition to groups that have a special focus on disability issues.

4.3.5. Provide education to Parent Coalition members on local supports available to meet the needs of their family members with developmental disabilities, provide guidance to families in understanding the developmental disabilities service system and in the use of natural supports in their communities.

4.4. **General Activities:** In all activities concerning the work outlined in this Agreement, the Contractor shall:

4.4.1. Perform the work specified in this Agreement according to standard industry practice.

4.4.2. Complete work in a timely manner and in accordance with the schedule agreed by the parties.

4.4.3. Provide the Counties' contract representative a written report concerning activities being performed under this Agreement every twelve (12) months.

5. **Agreement Representatives:** Each party to this Agreement shall have a contract representative and his or her designee. Each party may change its representative upon providing written notice to the other party. The parties' representatives are identified on the first page of this Agreement as "contact information".

6. **Compensation:**

6.1. County shall reimburse the Contractor by providing compensation for the performance of activities described in the Services Provided provision of this Agreement and in accordance with Exhibit "A". The maximum compensation for services provided shall be as follows:

6.1.1. Operating Expenses eligible for reimbursement between July 1, 2020 and June 30, 2021 are to be billed on a monthly basis for actual cost incurred. Total shall not exceed $2,554.00 in total.

6.1.2. Travel Expenses eligible for reimbursement between July 1, 2020 and June 30, 2021 are to be billed on a monthly basis for actual cost incurred. Total shall not exceed $4,300.00 in total.

6.1.3. Compensation for Coordinator time and effort eligible for reimbursement between July 1, 2020 and June 30, 2021 are to be billed on a monthly basis for actual time spent by Coordinator associated with the performance of the activities described in Services Provided provision of this Agreement. Total not to exceed $26,000.00 in total.

6.1.4. Compensation for Coordinator time and effort and expenses for any service that is related to educating legislators on local issues and services will be billed under millage fund. The total services that will be reimbursed under millage funds will not exceed twenty-five percent of the contract total. Total millage allowed annually will not exceed $6,700.00.

6.2. The Contractor shall, in accordance with the Compensation provisions of this Agreement, submit invoices to the Counties' representative not more than once per month during the progress of the work for partial payment of the work completed to date. The Contractor shall use Exhibit "B" – Parent Coalition Services Invoice when submitting for reimbursement. The Contractor shall submit Exhibit "B" to request reimbursement by the twentieth (20th) day of the following month of the month services were provided. The Counties shall pay the Contractor for work completed in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

6.3. The Contractor shall submit Exhibit "D" Documentation Detail recording the daily detail of the Parent Coalition Services provided with the Parent Coalition Service Invoice to receive reimbursement each month.

6.4. The Contractor shall not be paid for services rendered under this Agreement unless and until they have been performed to the satisfaction of the Counties' representative.

6.5. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and such failure has not been cured within ten (10) days following notice from the Counties, the Counties' representative 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 Agreement means faithfully fulfilling the terms of this Agreement with variances only for technical or minor omissions or defects.

6.6. Unless otherwise provided for in this Agreement 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 Agreement or after its termination.

7. **Amendments and Changes in Work**:

7.1. In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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 Counties.

7.2. No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by both parties' authorized representatives. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

8. Hold Harmless and Indemnification:

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

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

8.3. 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, the Contractor's employees, agents or subcontractors.

9. Insurance:

9.1. Workers Compensation: Contractor 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 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 Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. 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 the Counties by Contractor pursuant to the indemnity agreement may

be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.

Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C.A. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C.A. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

9.2. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the Counties, both Benton County and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the Counties.

The Contractor 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 requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Contractor has any employees, Contractor also shall maintain employers' liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

9.3. **Automobile Liability**: The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

9.4. **Other Insurance Provisions**:

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

9.4.2. The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

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

9.4.4. 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.

9.4.5. 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.

9.4.6. 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.

9.4.7. 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 Agreement shall be written on an Occurrence Policy form.

9.5. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement 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. 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 284-15 WAC.

9.5.1. The Contractor shall furnish the Counties with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

9.5.2. The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties, both Benton County and Franklin County, as additional insureds.

9.5.3. Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the Counties' contract representative. The address of the certificate

holder shall be shown as the current address of the Counties' contract representative.

9.5.4. If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Worker's Compensation Representative, to send written verification to Benton County that the Contractor is currently paying worker's compensation.

9.5.5. All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
Franklin County Prosecuting Attorney's Office
Attn: Risk Manager
1016 N. 4th Avenue
Pasco, WA 99301

9.5.6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

9.5.7. If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

10. Termination:

10.1. The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Agreement.

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

10.3. 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 Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Agreement. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

10.4. The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of

termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

11. Assignment, Delegation and Subcontracting

11.1. The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

11.2. 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 Agreement.

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

13. Independent Contractor:

13.1. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

13.2. The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Compensation Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties' 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 the Counties' employees.

13.3. 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 or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

13.4. The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

13.5. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

14. Compliance with Laws: The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

15. Inspection of Books and Records: The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. The

Contractor shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

16. **Non-Discrimination**: 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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

17. **Ownership of Materials/Works Produced**

17.1. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this Agreement, 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.

17.2. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

18. **Patent / Copyright Infringement**: The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, 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 Counties of any notice of such claim.

19. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, shall be brought to the attention of the Counties 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 Counties' contract representative or designee. All rulings, orders, instructions and decisions of the Counties' contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

20. **Confidentiality**: The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Agreement, except upon the prior written consent of the Counties' authorized representatives or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

21. **Choice of Law, Jurisdiction and Venue:**

21.1. This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

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

22. **Successors and Assigns**: The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

23. **Severability**

23.1. If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

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

24. **Entire Agreement**: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

25. **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 the Agreement Representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

26. **Survivability**: All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

27. **Litigation Hold Notice**: In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Inspection of Books and Records section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Inspection of Books and Records section above.

28. **Public Records Act**: The Contractor hereby acknowledges that the Counties is a governmental entity, and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper

request is made, the Counties may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

EXHIBIT "A"

Benton County Department of Human Services
Budget Worksheet for Agreement #PSA-2020/21-Adolphsen-00
July 1, 2020 – June 30, 2021

Item and Narrative	State Fund	Millage Fund
OPERATING EXPENSES		
Office/Cell Phone	$1,320.00	
PO Box	$134.00	
Printing/Supplies	$600.00	$500.00
TRAVEL EXPENSES		
To include Statewide Parent Coalition Meeting, Community Advocacy Coalition Meetings and Advocacy Travel.	$2,300.00	$1000.00
Local Travel (mileage)	$1,000.00	
COORDINATOR TIME AND EFFORT		
Wages	$20,800.00	$5200.00
Total	**$26,154.00**	**$6,700.00**

DEVELOPMENTAL DISABILITIES SERVICES
INVOICE VOUCHER
2019-2020

Agency:	**Sharon Adolphsen**	**Contract #:**
		#PSA-2020/21-Adolphsen-00
Address:	PO BOX 4575, West Richland, WA 99353	**Service Month:**
		Month of Service:

Benton County

Budget Code	Service Category	Amount Billed
568.40	Community Information Activities	$ -
*******	Millage Funds	$0.00
	Other:	
	SUBTOTAL (AMOUNT BILLED)	$ -
Prior Month's Adjustments (if any)		
	TOTAL AMOUNT PAID	$ -

Franklin County

Budget Code	Service Category	Amount Billed
568.40	Community Information Activities	$ -
*******	Millage Funds	$0.00
	Other:	
	SUBTOTAL (AMOUNT BILLED)	$ -
Prior Month's Adjustments (if any)		
	TOTAL AMOUNT PAID	$ -

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the terms of the Agreement with Benton/Franklin Counties, and that all goods furnished and/or services rendered have been provided without discrimination.

Signature: _____

Title: _____ Date: _____

DD Form 264 (7/07)

Exhibit "E"

Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Only reasonably necessary taxi or public transportation costs are to be approved.

MEAL EXPENSES:
Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate described on the state travel reimbursement guidelines accessible at http://ofm.wa.gov.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

Exhibit "D"

Hours Documentation Detail

Benton County Parent Coalition

Date	Time	Fund Src	Notes
EXAMPLE NOTES			
11/1/16	2.0	S	Met with Mari for our weekly meetings. We discussed the forum and what we should change or what to keep. Discussed the changes with PV services and upcoming leg issues.
11/2/16	.5	M	Exchanged emails with Senator Brown on legislation issues regarding PV services and the clients right to have a choice in services. Represented the parents and families of Benton & Franklin Counties.
11/5/16	.25	S	Entered billing for the week.
11/10/16	1.0	S	Received emails from parents and distributed emails to parents on the following subjects: (enter subject of emails)
Date	**Time**	**Fund Src**	**Notes**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/13/2020
Subject:	DCYF General Terms and Conditions
Presenter:	
Prepared By:	Deena Horton
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

The Department of Children Youth and Families sets forth General Terms and Conditions that govern work to be performed under any Program Agreement between the parties.

Fiscal Impact

Award: N/A
Period: July 1, 2020 through June 30, 2021
Funding Source: N/A

Recommendation

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

Suggested Motion

Motion to approve signing Agreement #2083-90507 with the Department of Children Youth and Families, 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 EXECUTION OF STATE OF WASHINGTON DEPARTMENT OF CHILDREN YOUTH AND FAMILIES (DCYF) AND COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS, CONTRACT #2083-90507, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of county property and management of county funds and business; and

WHEREAS, the Board of County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached agreement as being in the best interest of Benton County; and

NOW, THEREFORE, BE IT RESOLVED, the Benton County Board of Commissioners hereby approved the DCYF and County Agreement on General Terms and Conditions, Contract #2083-90507, effective July 1, 2020 through June 30, 2021.

BE IT FURTHER RESOLVED, the Benton County Board of Commissioners hereby authorizes the Chairman to sign said agreement on behalf of the Board.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

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

_____
Chair

_____
Member

_____
Member

Attest: _____
Clerk of the Board

Originals: Benton County Commissioners
Human Services

Horton

DCYF and COUNTY AGREEMENT ON GENERAL TERMS AND CONDITIONS

DCYF Contract Number
2083-90507

These General Terms and Conditions are between the state of Washington Department of Children Youth & Families (DCYF) and the County identified below. These General Terms and Conditions govern work to be performed under any Program Agreement between the parties. These General Terms and Conditions supersede and replace any previously executed General Terms and Conditions as of the start date below.

County Contract Number

TERM OF AGREEMENT: The term of this Agreement on General Terms and Conditions shall start and end on the following dates, unless terminated sooner as provided herein.

START DATE: 07/01/2020 **END DATE:** 06/30/2021

COUNTY NAME	DCYF INDEX NUMBER
Benton County	1122

COUNTY ADDRESS
Department of Human Services
7102 West Okanogan Place Suite 201
Kennewick, WA 99336

COUNTY TELEPHONE	COUNTY FAX
(509) 783-5284	

DCYF CONTRACTS DEPARTMENT ADDRESS	DCYF CONTRACTS DEPARTMENT TELEPHONE
DCYF CONTRACTS DEPARTMENT PO Box 40983 Olympia, WA 98504-0983	(360)688-6803

By their signatures below, the parties agree to this Agreement on General Terms and Conditions.

COUNTY SIGNATURE(S)	DATE(S)	PRINTED NAME(S) AND TITLE(S)	TELEPHONE NUMBER (INCLUDE AREA CODE)

DCYF SIGNATURE	DATE	PRINTED NAME AND TITLE	TELEPHONE NUMBER (INCLUDE AREA CODE)

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:

a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.

b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.

c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.

d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).

e. DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.

f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.

g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.

h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.

i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.

l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.

n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.

4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.

5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.

7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.

8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver

it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.

10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.

11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when

possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.

12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.

13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any

Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal and state of Washington statutes and regulations;

b. This Agreement;

c. The Program Agreement(s).

18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. **Subrecipients.**

a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of

contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

b. Single Audit Act Compliance. If the County is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:

(1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program

Agreement:

a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.

b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.

   (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

   (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.

   (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.

c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

25. Termination for Default.

a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:

   (1) Failed to meet or maintain any requirement for contracting with DCYF;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.

c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:

(1) Failed to meet or maintain any requirement for contracting with the County;

(2) Failed to perform under any provision of this Agreement or any Program Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.

d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The County shall promptly deliver to the DCYF contact person (or to his or her

successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.

d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

27. **Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

28. **Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.

29. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

#2083-90507
DCYF contract
Index Number 1122

Benton County Commissioner Chair	Printed Name and Title	Date Signed
	Approved as to form: Benton County Prosecuting Attorney's Office	Approved as to content: Kyle Sullivan Administrator, Human Services

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 138

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult & Juvenile Drug Court Dept Nbr: 138

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.235	4103	Professional Services	$87	527.235	9101	IT Assessments	$87
TOTAL			$87	TOTAL			$87

Explanation:

LIT is needed to add additional dollars to the IT assessments line as it was $87 short of the amount IT budgeted.

Prepared by: Shela Berry Date: 24-Sep-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/29/20 BC 10/13/20
Subject:	Professional Service Contract with Benton Franklin Health District
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

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

Summary / Background Information

The Juvenile Detention facility must have consistent and competent nursing services for detained youth. Benton Franklin Health District has the flexibility, expertise and staff to provide quality services. Benton Franklin Health District wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide nursing services.

The attached Professional Services Contract will commence on January 1, 2021 and expires on December 31, 2022.

Fiscal Impact

Amount not to exceed $499,703.00 to be paid out of the Juvenile Operations Funds Dept. 171.

Recommendation

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Professional Services Contract between Benton-Franklin Juvenile Justice Center and Benton Franklin Health District to provide medical services, coordination of services and transitional coordination of care to detained youth in detention.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Professional Services Contract between Benton-Franklin Counties Juvenile Justice Center and Benton Franklin Health District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING BENTON FRANKLIN HEALTH DISTRICT A PROFESSIONAL SERVICES CONTRACT TO PROVIDE MEDICAL SERVICES, COORDINATION OF SERVICES AND TRANSITIONAL COORDINATION OF CARE TO YOUTH IN DETENTION

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

WHEREAS, the Juvenile Administrator recommends entering into a Professional Services Contract with Benton Franklin Health District; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concurs with the Juvenile Administrator's recommendation and hereby awards the Professional Services Contract to Benton Franklin Health District in an amount not to exceed $499,703.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Professional Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences January 1, 2021 and expires on December 31, 2022.

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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-BF Health 1-Juvenile

R. Garcia

BENTON and FRANKLIN COUNTIES
PROFESSIONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center**, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Benton Franklin Health District**, a political subdivision with its principal offices at 7102 West Okanogan Place, Kennewick WA 99336 (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 - Benton Franklin Health District Rate Schedule

2. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2021** and shall expire on **December 31, 2022**. 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

Registered nurse will perform the following services:

a. **Availability:** Nursing on-site hours will be approximately six (6) hours per day Monday-Friday excluding Benton-Franklin Health District holidays and weekends. The specific work hours will be determined by mutual agreement that allows for the most efficient use of medical staff time and takes into consideration the BFJJC detention centers schedule. Generally, the start time would be between 0700 and 0800 and the workday would end between 1400 and 1500 with a lunch break after approximately four (4) hours of work.

b. **On-Site Services:** When registered nurse is on-site, nurse will perform assessments of juveniles with medical complaints

and determine disposition in consultation with juvenile's treating provider or health officer.

1. Perform nursing intake assessment within one working day of juvenile's admission to facility.

2. Administer or deliver scheduled medication doses due during normally scheduled hours.

3. Nursing services are provided to juveniles only and do not include diagnosis, medical advice or medical decision-making outside of the scope of the registered nursing license.

c. **Off-Site Consultation:** Nursing consultations shall be available via telephone and/or video conferencing may be performed as requested outside of normal on-site scheduled hours.

d. **Transfer Coordination:** If a transfer to another facility for health care is needed, registered nurse will notify facility staff to arrange appropriate transport and will prepare clinical summary.

e. **Medication Administration Plan:** For juveniles with medical conditions requiring medications during detention, develop medication administration plan on physician's order, either in consultation with juvenile's treating provider or with health officer if no treating provider.

1. Coordinate medication delivery to facility with juvenile's family or facility staff.

2. For medication doses due when registered nurse is not on-site, prepare doses for facility staff to deliver at the appropriate time.

f. **Documentation:** All clinical activities will be documented in the appropriate facility medical record at the earliest convenience.

g. **Nursing Supervision:** Nursing supervision will be performed as needed, and for the program and policy development of a formal medical service program exemplary service model.

h. **Health Officer/Physician Services:** The Health Officer/Physician will perform medical supervision of the nursing services with the following limitations:

1. **Availability:** Phone consultation or on-site visit as needed during normal nursing hours.

2. **After Hours:** Access after business hours will be through the Health District's answering service by calling (509) 543-3851.

i. The COUNTIES will provide a medical examination room and a SCAN telephone number for long-distance calls, within the Detention facility sufficient for use by the CONTRACTOR in providing the specified services for the FACILITY.

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

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

l. The CONTRACTOR shall confer with the COUNTIES 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 COUNTIES.

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

n. The CONTRACTOR shall order any and all necessary medical supplies with the approval of the Detention Manager.

o. The COUNTIES will provide all necessary and approved medical supplies and vaccinations used at the Detention facility.

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:	Bonnie Hall, Contracts Manager
Address:	7102 W. Okanogan Place
	Kennewick, WA 99336
Phone:	(509) 460-4553
Email:	bonnieh@bfhd.wa.gov

b. For COUNTIES:

Name:	Darryl Banks, Administrator
Address:	5606 W. Canal Pl., Ste. 106
	Kennewick, WA 99336
Phone:	(509) 222-2316
Email:	Darryl.Banks@co.benton.wa.us

5. **COMPENSATION**

a. Registered Nursing services at $80.00 per hour.

b. On-site after hour registered nurse coverage after 5:00 p.m., Monday through Friday, weekend or holiday at $120.00 per hour.

c. Nursing Supervisor services at $80.00 per hour.

d. Health Officer/Physician services at $150.00 per hour.

e. Evening/Weekend On-Call Services at $37.50 per fifteen (15) minutes, with a fifteen (15) minute minimum. Calls resulting from on-call service shall be rounded to the nearest fifteen (15) minutes based on the actual number of minutes per call plus time spent on any related follow up activities requested of the nurse. CONTRACTOR invoices shall include the date, time and topic of call with the accompanying backup documentation that indicates the parties involved in the call.

f. Nursing phone consultation performed during normal business hours but outside of the regularly scheduled office hours, as agreed upon by both parties, will be charged at the regular RN hourly rate.

g. Any insurance costs that the CONTRACTOR must incur above and beyond its current agency wide coverage for this specific scope of work, whether due to contractual obligations, or underwriter limitations will be reimbursed by the COUNTIES in

full upon receipt of an invoice from the district with documentation of actual costs. If cancellation of the insurance policy due to termination of the contract should result in a refund to the district for the unused portion of the policy, the refunded amount shall be passed along to the COUNTIES if the COUNTIES have previously paid the CONTRACTOR for the terminated policy.

h. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed four hundred ninety nine thousand, seven hundred and three dollars ($499,703.00).

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

j. The CONTRACTOR may, submit invoices to the COUNTIES 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 COUNTIES during the billing period. The COUNTIES 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.

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

l. 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 COUNTIES, the COUNTIES 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.

m. 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.

n. Monthly invoices should be submitted within thirty (30) days

of end of each month to Benton-Franklin Counties Juvenile Justice Center, attention: Shela Berry, Administrative Services Manager, or Crystal Garcia, Accounting Assistant II, 5606 West Canal Place, Suite 106, Kennewick, WA 99336. Invoices may also be given electronically via e-mail to Shela.Berry@co.benton.wa.us and jjc.payables@co.benton.wa.us.

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 COUNTIES.

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 COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

a. CONTRACTOR agrees to indemnify and hold harmless the COUNTIES, their officials, agents, and employees, from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CONTRACTOR, its agents, employees, or independent contractors, in connection with the performance or non-performance of its duties under this CONTRACT, provided, however, that CONTRACTOR shall have no duty or obligation to indemnify the COUNTIES for any claims, losses, damages, lawsuits, costs, judgments or expenses arising out of or resulting from: (1) any negligent or intentional act or acts or other omission(s) attributable to the COUNTIES, their employees and/or their agents, other than CONTRACTOR; (2) any act, conduct, misconduct or omission of the COUNTIES, their employees and/or their agents, other than CONTRACTOR, arising out of the provision of mental health services or any failure to provide such services by the COUNTIES and/or their agents or contractors; (3) the COUNTIES and/or their employees, preventing juveniles from receiving medical care ordered by CONTRACTOR or its agents; or (4) failure by the COUNTIES or their employees, to exercise good judgment in promptly

presenting an ill or injured juvenile to CONTRACTOR for treatment. The COUNTIES agree to promptly notify CONTRACTOR in writing of any claim for damages or lawsuit of which they become aware involving CONTRACTOR'S services under this Agreement and shall fully cooperate in the defense of such claim or lawsuit. The COUNTIES agree that CONTRACTOR'S indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CONTRACTOR as set forth above. Upon written notice of claim, CONTRACTOR shall take all steps necessary to promptly defend and protect the COUNTIES, their officials, agents and employees, from an indemnified claim, including retention of defense counsel, and CONTRACTOR shall retain sole control of the defense while the action is pending, to the extent allowed by law.

b. In any and all claims against the COUNTIES, their officials, employees and agents, by any employee of CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for 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 CONTRACTOR expressly waives any immunity CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington provided, however, CONTRACTOR'S waiver under this section does not apply with respect to any claims by CONTRACTOR' S employees directly against CONTRACTOR. By executing this AGREEMENT, 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 CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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. HIPAA (Health Insurance Portability and Accountability Act)

CONTRACTOR and the COUNTIES, and their employees, agents and

subcontractors, shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTIES shall indemnify and hold harmless CONTRACTOR from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTIES, their employees, agents and subcontractors, unless such claims are proven to be caused by the negligence or willful misconduct of CONTRACTOR or CONTRACTOR'S employees, agents or subcontractors.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury

(including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTIES 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 COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. 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 COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

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

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

The commercial general liability policy must contain an endorsement naming the COUNTIES 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 COUNTIES.

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 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES 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 COUNTIES 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 COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES 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 COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

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

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

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES 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 COUNTIES. Any insurance or self-insurance maintained by the COUNTIES 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 COUNTIES' 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 COUNTIES' 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 and Franklin County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; Franklin County Risk Manager, 1016 N. 4th Ave., Pasco, WA 99301.

10. TERMINATION

a. Except as otherwise provided in this Contract, either party may terminate or suspend this Contract for convenience by providing at least sixty (60) days advance written notice to the other party. In that event, the COUNTIES 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 COUNTIES 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 COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed, however work performed by CONTRACTOR prior to notification of termination shall be paid in full by COUNTIES.

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 COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract.

11. 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 COUNTIES.

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.

12. 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.

13. 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 COUNTIES. 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 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES 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 COUNTIES 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 COUNTIES.

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 COUNTIES' Contract Representative, or designee.

14. COMPLIANCE WITH LAWS

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

15. OTHER PROVISIONS

The CONTRACTOR shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. CONTRACTOR shall authorize COUNTIES to conduct a background check of the CONTRACTOR. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of CONTRACTOR, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the CONTRACTOR shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the CONTRACTOR may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The CONTRACTOR shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The CONTRACTOR shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

16. INSPECTION OF BOOKS AND RECORDS

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

17. 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.

18. 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 COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree 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 COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

19. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTIES, 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 COUNTIES of any notice of such claim.

20. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES 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 COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

21. CONFIDENTIALITY

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

The COUNTY, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the CONTRACTOR or acquired by the CONTRACTOR in performance of this Contract, except upon the prior written consent of the CONTRACTOR as required by RCW 42.56 et. Seq., or by an order entered by a court of competent jurisdiction. The COUNTY shall promptly give the CONTRACTOR written notice of any judicial proceeding seeking disclosure of such information.

22. 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 and Franklin Counties, Washington.

23. SUCCESSORS AND ASSIGNS

The COUNTIES, 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.

24. 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.

25. 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.

26. 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 second working day.

27. 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 8 and 1); extended reporting period requirements for professional liability insurance (Section 9(a)); inspection and keeping of records and books (Section 16); litigation hold notice (Section 28); Public Records Act (Section 29); and confidentiality (Section 21).

28. LITIGATION HOLD NOTICE

In the event the COUNTIES or CONTRACTOR learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR or COUNTIES pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES or CONTRACTOR may issue written notice to the other party of such circumstances and direct them to "hold" such records. In the event that CONTRACTOR or COUNTIES receive such written notice, they shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES 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 15 of this Contract.

29. PUBLIC RECORDS ACT

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

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **January 1, 2021.**

The parties specifically certify that the provisions contained within Section 9 are mutually negotiated.

Benton-Franklin Health District	**Benton Franklin Counties Juvenile Justice Center**
Jason Zaccaria 9/9/20	Darryl Banks 9-14-2020
Jason Zaccaria **Date** **District Administrator**	**Darryl Banks** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 09/1/20 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Jennifer Johnson, Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

Benton Franklin Juvenile Justice Nursing Services

Exhibit A

Start Date: January 1, 2021
End Date: December 31, 2022

Total number of weeks: 104

Services	Duties	Rate	Unit	Hrs./Week	Total Budget
On-Site Services	RN - Weekdays - Approximately 6hrs/day, 30 hrs/week	$80	Hour	30	$249,600
Off-Site Services	RN consult via telephone/video conference outside of normal onsite scheduled hours	$80	Hour	1	$8,320
On-Site After Hour RN Coverage	Registered Nurse coverage after after 5:00 pm M-F, weekend or Holiday	$120	Hour	0.25	$3,120
Nursing Supervisor	Supervision and Policy Development as needed	$80	Hour	4	$33,280
Health Officer/Physician Services	Phone consultation/on-site visit as needed during normal nursing hours and after-hour coverage billed per 0.25 hr	$150	Hour	5	$78,000
Subtotal					**$372,320**

1/1/2021-8/31/2021	2021 Insurance Premium for 8 months	$58,702	12 Months	8	$39,135
9/1/2021-8/31/2022	2022 Insurance Premium for 12 months with a 10% increase	$64,572	12 Months	12	$64,572
9/1/2022-12/31/2022	2023 Insurance Premium for 4 months with 10% increase	$71,029	12 Months	4	$23,676
Grand Total					$499,703

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 09/29/20 BC 10/13/20
Subject:	Fee for Service Truancy Contract with North Franklin School District
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

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

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

Summary / Background Information

The State has contracted with both the Benton and Franklin County Boards of Commissioners for several years for the costs/services associated with processing At-Risk Youth (ARY), Children in Need of Services (CHINS), and Truancy Petitions. North Franklin School District wishes to renew their contract with the Juvenile Court so that we may continue to provide services associated with Truancy matters for the term of September 1, 2020, through July 31, 2021.

North Franklin School District wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in accessing community resources to include, substance abuse assessment and treatment, mental health services and family counseling; assist in the processing of all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements for the period beginning September 1, 2020 and ending on July 31, 2021.

Fiscal Impact

These are state funds passed through the school district whereby we are reimbursed for services provided. There is no fiscal impact to the counties. The maximum amount payable by the North Franklin School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed $735.00

Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the North Franklin School District.

Suggested Motion

I move that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners be hereby authorized to sign the Fee for Services contract bewteen Benton-Franklin Counties Juvenile Justice Center and North Franklin School District.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE FEE FOR SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE NORTH FRANKLIN SCHOOL DISTRICT

WHEREAS, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center believes it is in the best interest of the Juvenile Justice Center that the Fee for Service Contract between North Franklin School District and Benton-Franklin Counties Juvenile Justice Center be approved as presented; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the boards concur with the Administrator's recommendation and hereby awards the Fee for Service Contract between the North Franklin District and the Juvenile Justice Center in an amount payable to the Counties not to exceed $735.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Fee for Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences September 1, 2020 and expires on July 31, 2021.

DATED this ____ day of _____ 2020

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2020

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-North Franklin School District, 1-BFJJC

R. Garcia

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

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER



Darryl Banks, Administrator Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

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

BENTON-FRANKLIN COUNTIES
FEE FOR SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Suite 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and North Franklin School District, a political subdivision, with its principal offices at 1100 W. Clark Street, P O Box. 829, Connell, WA 99326, (hereinafter referred to as "District").

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

1. DURATION OF CONTRACT

The term of this Contract shall be from September 1, 2020, through July 31, 2021, unless terminated prior to that time as provided herein.

2. SERVICES PROVIDED

The Counties shall perform the following services:

A. Develop, recruit and train a truancy board; implement and follow-up on truancy board recommendations; assist families in accessing community resources to include, substance abuse assessment and treatment, mental health services and family counseling; assist in processing all truancy court referrals; monitor courtroom truancy petitions; and follow-up on truancy petition requirements.

B. The Counties agree to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the District.

C. The Counties shall perform the work specified in this Contract according to standard industry practice and shall perform the work in coordination with the Truancy Court Liaison.

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

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

3. 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 District:

Jim Jacobs
Superintendent
North Franklin School District
P O Box 829
Connell, WA 99326
Phone: (509) 234-2021
Fax: (509) 234-9200
E-mail: jjacobs@nfsd.org

B. For Counties:

Darryl Banks
Juvenile Court Administrator
5606 W Canal Pl Ste 106
Kennewick WA 99336
Phone: (509) 222-2316
Fax: (509) 222-2311
E-mail: darryl.banks@co.benton.wa.us

4. COMPENSATION

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

A. The District will pay the Counties Seven Hundred and Thirty Five Dollars ($735.00) to be paid in quarterly installments of One Hundred Eighty Three Dollars and Seventy Five Cents ($183.75) each, for the entire contract period, to be processed with the District's final payment cycle after receiving an invoice (bill) from Counties.

B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Seven Hundred and Thirty Five Dollars ($735.00).

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

D. The Counties will submit invoices to the District once per quarter during the progress of the work. Invoices shall cover the time Counties performed work for

the District during the billing period. The District shall pay the Counties for services rendered in the quarter following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

5. AMENDMENTS AND CHANGES IN WORK

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 COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

The District shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the District's acts, errors or omissions in the performance of this Contract. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

7. TERMINATION

A. The Counties may terminate this Contract in whole or in part whenever the Counties determine, in its sole discretion that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving thirty (30) days written notice by certified mail to the District.

B. If either party breaches any of its obligations hereunder, including but not limited to timely payment of compensation to the Counties in accordance with Section 4 of this Contract, and fails to cure the breach within ten (10) days of written notice to do so, the other party may immediately terminate this Contract by providing written notice by certified mail to the breaching party.

C. In the event this Contract is terminated prior to the end of the contract term, the District shall pay Counties on a pro-rated basis for all services performed up to the termination date.

8. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

B. The Counties 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 Counties, any fee, commission, percentage, brokerage fee, gift, or other

consideration contingent upon or resulting from the award or making of this Contract.

9. 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.

10. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules and regulations. All services provided by the Counties shall not be considered the practice of law, nor will the Counties provide any legal advice or representation.

11. OWNERSHIP OF MATERIALS/WORKS PRODUCED

All reports, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The District agrees that if it uses any materials prepared by the Counties for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the Counties harmless there from to the extent such use is not agreed to in writing by the Counties.

12. DISPUTES

Disputes between the District and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties 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 Counties shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to District's right to seek judicial relief.

13. CONFIDENTIALITY

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

B. Each party, their employees, subcontractors, and their employees shall maintain the confidentiality of all information provided or acquired in performance of this Contract, and each party will promptly notify the other of any request by a third party for records containing confidential information. Confidential information will

not be divulged without the consent of the other party or, pursuant to applicable authority, including without limitation, chapter 42.56 RCW or case law interpreting same. The parties shall promptly give written notice of any judicial proceeding seeking disclosure of such information.

C. **Confidential Student Information.** The Counties acknowledge and understand that their employees may be granted access by the District to confidential information pertaining to District students and that the term "confidential information" means any and all information which is exempt from state and federal public disclosure laws, and/or which is otherwise protected by state and federal law, and which is provided by the North Franklin School District and/or through its student information database system to authorized employees of the Counties. Such confidential information may include, but is not limited to:

1. Personally identifiable student-related information, including, but not limited to student names; the names of a student's parent, guardian, or other family members; student and family addresses; personal identifiers such as social security numbers or student numbers; personal characteristics related to student identity; testing and assessment results for students, grade-levels, schools, or the district; and any other personally related student information, or portrayal of student related information in a personally identifiable manner.

2. Information related to student discipline, attendance, log entries, parent/guardian contacts, and other private or sensitive information provided to the district by parents/guardians.

Access to confidential information will be granted to authorized employees of the Counties as determined by the district and such authorizations, to include usernames and passwords, shall not be used by any person other than the individual authorized user. The Counties acknowledge, represent, and warrant direct or indirect making any unauthorized disclosure of any such confidential information to any other person, organization, or entity is strictly prohibited, and will require employees granted authorization by the District to swear or affirm that he/she will not make such unauthorized disclosure, nor will he/she access District student information systems for personal reasons or any reason unrelated to the specific purposes of this Agreement. The Counties understand and acknowledge the District reserves the right to monitor access of the District's information system by employees of the Counties and the District will terminate County employee access at the district's discretion. The Counties acknowledge that participation in any unauthorized disclosure of confidential information may result in civil or criminal proceedings and/or penalties.

14. 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 and Franklin Counties, Washington.

15. SUCCESSORS AND ASSIGNS

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

16. NONDISCRIMINATION

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

17. SEVERABILITY

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

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

18. ENTIRE AGREEMENT

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

19. 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 the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

NORTH FRANKLIN SCHOOL DISTRICT	BENTON FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
9-9-20	9-14-2020
Jim Jacobs **Superintendent** Date	**Darryl Banks** **Administrator** Date
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form: 09/1/20	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney Date	Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____	By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____
Date: _____	Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 126.

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 October , 2020

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Parks Dept Nbr: 126

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
576-800	4102	Contract Services	$1,200	576-800	9802	ER&R Vehicle Maint.	$1,200
TOTAL			$1,200	TOTAL			$1,200

Explanation:

Transfer needed to pay for vehicle maintenance performed by the Road Dept. that was not originally budgeted.

Prepared by: Cami McKenzie Date: 30-Sep-2020

Approved ❑ Denied ❑ Date: 10/13/2020

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND NUMBER 0101101, DEPARTMENT NUMBER 500.

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 J. Bowe

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Road Dept Nbr: 500

Fund Name: County Road Fund Nbr: 0101101

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
518.620	3100	Office & Operating Supplies	$2,000	542.315	9500	Interfund Rentals	$280,000
518.620	3500	Minor Equipment & Small Tools	$2,000	542.411	9300	Interfund Supplies	$500
518.620	4100	Professional Services	$216,500	542.713	9500	Interfund Rentals	$15,000
518.620	4500	Rentals	$2,000	542.714	9500	Interfund Rentals	$10,000
518.620	4900	Miscellaneous	$1,000	542.910	9100	Interfund Professional Services	$1,000
542.312	9300	Interfund Supplies	$122,200	544.414	9500	Interfund Rentals	$2,000
				595.310	9500	Interfund Rentals	$3,000
				595.330	9500	Interfund Rentals	$3,000
				594.420	6200	Buildings	$30,000
				543.300	3508	Computer Replacement	$1,200
TOTAL			$345,700	TOTAL			$345,700

Explanation:

Reallocation of funding to line items where funds are expected to be utilized.

Prepared by: Jennifer Bowe Date: 02-Oct-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	Amending Res. 2019-336 for tire purchases from Commercial Tire and Pasco Tire Factory
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)*

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 April 30, 2019, Resolution 2019-336 authorized the purchase of tires from both Commercial Tire, Inc. and Pasco Tire Factory, Inc. dba as Tire Factory Commercial and Tire Factory utilizing State Contract 00519 in an amount not to exceed $145,000.00 through December 31, 2020. Purchases have been made totaling approximately $140,000.00 through September 2020. Crews will be getting the equipment ready for winter maintenance activities soon and there is a very high likelihood that additional tires will need to be purchased before the end of 2020.

Fiscal Impact

Amount: An additional $25,000.00

Fund: ER&R (0501-101)

Recommendation

The Fleet Superintendent recommends amending the original Resolution to increase the amount by $25,000.00 for a new not to exceed total of $170,000.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2019-336 TO INCREASE THE TOTAL NOT TO EXCEED AMOUNT FOR THE PURCHASE OF TIRES AND TIRE RELATED SERVICES FOR E.R.&R. MANAGED EQUIPMENT AND VEHICLES FROM COMMERCIAL TIRE, INC. AND PASCO TIRE FACTORY, INC. DBA TIRE FACTORY COMMERCIAL & TIRE FACTORY UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES (DES) MASTER CONTRACT USAGE AGREEMENT

WHEREAS, on April 30, 2019, Resolution 2019-336 authorized the purchase of tires from both Commercial Tire, Inc. and Pasco Tire Factory, Inc. dba as Tire Factory Commercial and Tire Factory utilizing State Contract 00519 in an amount not to exceed $145,000.00 through December 31, 2020; and

WHEREAS, purchases have been made totaling approximately $140,000.00 through September 2020 and there will be a need to purchase more tires before the end of 2020; and

WHEREAS, the Fleet Superintendent recommends amending the original Resolution to increase the amount by $25,000.00 for a new not to exceed total of $170,000.00 to cover the additional purchases; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners concurs with the Fleet Superintendent's recommendation and amends Resolution 2019-336 to increase the not to exceed amount by $25,000.00 and hereby authorizes the purchase of various sized tires and tire related services for use on E.R.&R. managed equipment and vehicles from both Commercial Tire, Inc. and Pasco Tire Factory, Inc. DBA Tire Factory Commercial & Tire Factory, depending upon availability, utilizing the Washington State DES Contract No. 00519 from April 1, 2019 through December 31, 2020, at or below the current state contract rate, in a total amount not to exceed $170,000.00.

Dated this 13th day of October 2020.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

S Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13th, 2020
Subject:	Ormiston Orchards Inc; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
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:** *(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

Ormiston Orchards Inc has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 18th, 2020 to consider the request of Ormiston Orchards Inc who has applied for a nonexclusive franchise to place an irrigation pipe systems and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Ormiston Orchards Inc, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO ORMISTON ORCHARDS INC TO PLACE AN IRRIGATION PIPE SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held August 18th, 2020 to consider the request of Ormiston Orchards Inc who has applied for a nonexclusive franchise to place an irrigation pipe systems and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring June 30th, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Ormiston Orchards Inc has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise Ormiston Orchards Inc for an irrigation pipe systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 13th 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

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Ormiston Orchards Inc

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF ORMISTON ORCHARDS INC FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE AN IRRIGATION PIPE SYSTEMS AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of ORMISTON ORCHARDS INC , for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION PIPE SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the corporate limits of

any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to ORMISTON ORCHARDS INC, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION PIPE SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire June 30, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Gary Ormiston
38002 N. Rothrock RD
Prosser, WA 99350

Phone: (509) 832-1404
E-mail : ormistonorchardsinc@msn.com

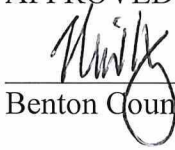
Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:



Date 8-26-20

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

Date 8/20/20

FOR BENTON COUNTY, WASHINGTON.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

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

ATTEST:

_____
Clerk of the Board

Date_____

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13th, 2020
Subject:	Public Utility District No 1 of Klickitat County; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
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:** *(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

Public Utility District No 1 of Klickitat County has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 11th, 2020 to consider the request of Public Utility District No 1 of Klickitat County who has applied for a nonexclusive franchise to place electric transmission and distribution systems and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Public Utility District No 1 of Klickitat County, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO PUBLIC UTILITY DISTRICT NO 1 OF KLICKITAT COUNTY TO PLACE ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held August 11th, 2020 to consider the request of Public Utility District No 1 of Klickitat County who has applied for a nonexclusive franchise to place electric transmission and distribution systems and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring June 30th, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Public Utility District No 1 of Klickitat County has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise Public Utility District No 1 of Klickitat County for electric transmission and distribution systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 13th 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

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Public Utility District No 1 of Klickitat County

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF PUBLIC UTILITY DISTRICT NO 1 OF KLICKITAT COUNTY FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of PUBLIC UTILITY DISTRICT NO 1 OF KLICKITAT COUNTY, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within

the County of Benton, State of Washington, and not within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to PUBLIC UTILITY DISTRICT NO 1 OF KLICKITAT COUNTY, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on

Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the

inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire June 30, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Ron Schultz
1313 South Columbus Ave
Goldendale, WA 98620

Phone: (509) 773-5891
Fax : (509) 773-4969
E-mail : rschultz@klickpud.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

RON SCHULTZ ENG. MGR.

Date 9-17-2020

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 9/20/20

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13th
Subject:	Wallgren Road Name Change to River Crest Place
Presenter:	N/A
Prepared By:	Cristina Woods
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:

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

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Public Works received a request from Karen Pratt to rename Wallgren Road to River Crest Place. Wallgren Road is part of the Foisy Subdivision tracks 10, 12, 14, and 16 First Addition to the Town of Plymouth, and has not been constructed. Karen Pratt is in the process of getting approval to construct Wallgren Road to County Standards, under the County's supervision. There are no lots in the Foisy Subdivision currently with a Wallgren Road address. Public Works verified there is currently no road in the County named River Crest Place and has no objection to the name change.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends the Board of County Commissioners approve the name change from Wallgren Road to River Crest Place.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: RENAMING WALLGREN RD TO RIVER CREST PLACE

WHEREAS, Wallgren Road was dedicated for public use as part of the Foisy Subdivision tracks 10, 12, 14, and 16 First Addition to the Town of Plymouth; and

WHEREAS, Benton County Public Works received a request to change the name of Wallgren Road to River Crest Place; and

WHEREAS, Wallgren Road has not been constructed and there are no lots with a Wallgren Road address, Public Works has no objection to the road name change;
NOW, THEREFORE

BE IT RESOLVED by the Board of Benton County Commissioners that the road presently know as Wallgren Road in the Foisy subdivision beginning at Christy Road to approximately 785 feet North, be known as River Crest Place.

Dated this 13th 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

C. Woods

PLAT OF THE

FOISY SUBDIVISION

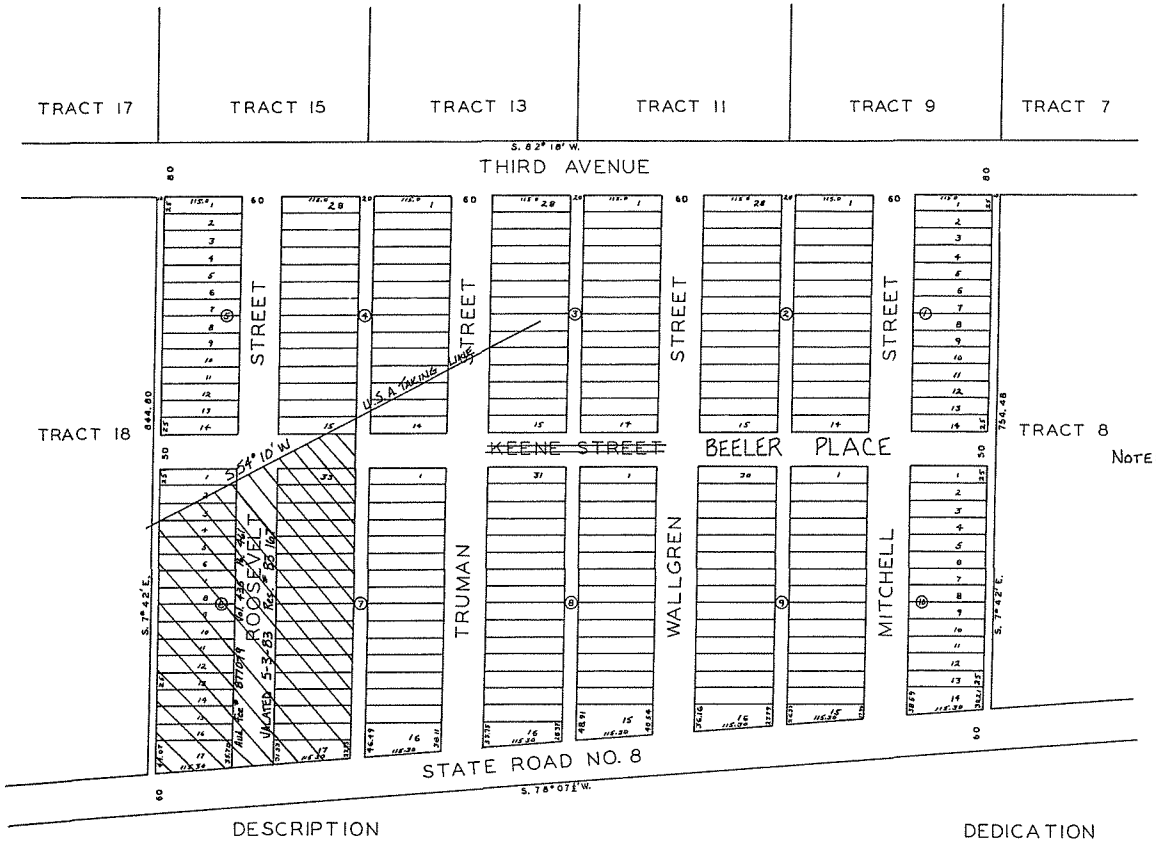
TRACTS 10, 12, 14 & 16

FIRST ADDITION

TO THE TOWN OF

PLYMOUTH

Benton Co., Washington.



NOTE: SEE COMM. RESOLUTION FILED VOL. 470 PG. 321 # 86-1017 1-23-86

DESCRIPTION

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 5, 6, 7, & 8; TWP. 5 N., R. 28 E.W.M.; THENCE S. 82° 18' W., 13.44' TO THE CENTER LINE OF JEFFERSON STREET; THENCE S. 7° 42' E., 658.46' ALONG THE CENTER LINE OF JEFFERSON STREET; THENCE S. 82° 18' W., 2170.0' ALONG THE SOUTH SIDE OF THIRD AVENUE TO THE N.W. COR. OF TRACT 8; THENCE CONTINUING ON SAME COURSE 1240.0' TO THE N.W. COR. OF TRACT 16, FIRST ADDITION, TOWN OF PLYMOUTH, BENTON COUNTY; THENCE S. 7° 42' E., 844.80' ALONG WEST SIDE OF SAID TRACT 16; THENCE N. 78° 7½' E., 1243.28' ALONG SOUTH SIDE OF TRACTS 16, 14, 12, AND 10; THENCE N. 7° 42' W., 754.48' TO AN INTERSECTION WITH THE POINT AT THE N.W. COR. OF TRACT 8.

DEDICATION

THIS CERTIFIES THAT THE UNDERSIGNED ARE THE OWNERS OF TRACTS 10, 12, 14, & 16, FIRST ADDITION, TOWN OF PLYMOUTH, AS SHOWN ON THIS PLAT AND THAT ALL ROADS AND STREETS SO SHOWN, ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

_____

_____

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF BENTON } S.S.

ON THIS ____ DAY OF _____ 1946 APPEARED BEFORE PERSONALLY _____ AND TO ME KNOWN TO BE THE PARTIES WHO EXECUTED THE FOREGOING INSTRUMENT AND ON OATH STATED THAT THEY HAVE EXECUTED SAID INSTRUMENT FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES SO STATED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THIS ____ DAY OF _____ 1946

_____
NOTARY PUBLIC, FOR THE STATE OF WASHINGTON
RESIDING AT _____

I HEREBY CERTIFY THAT THE TAXES ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID IN FULL.

_____
COUNTY TREASURER
BENTON COUNTY, WASH

APPROVED BY THE COUNTY ENGINEER, BENTON COUNTY, WASHINGTON

_____
COUNTY ENGINEER
BENTON COUNTY WASH

APPROVED BY THE COUNTY ASSESSOR, BENTON COUNTY, WASHINGTON

_____
COUNTY ASSESSOR
BENTON COUNTY, WASH.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, BENTON COUNTY, WASHINGTON,

_____
CHAIRMAN BOARD OF
COUNTY COMMISSIONERS
BENTON COUNTY, WASH.

FILED FOR RECORD AT THE REQUEST OF _____ AT _____ O'CLOCK THIS ____ DAY OF _____ 19-16.

_____
COUNTY AUDITOR,
BENTON COUNTY WASH.

OFFICE OF
BENTON COUNTY ENGINEER
PROSSER WASHINGTON

DRAWN BY H N	DATE 7 46
TRACED BY H N	CHECKED BY R N
SCALE 1" = 100'	APPROVED BY R N

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13th, 2020
Subject:	Approval of Wallgren Road Construction Plans
Presenter:	N/A
Prepared By:	Cristina Woods
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:

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

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Wallgren Road being a part of the Foisy Subdivision tracks 10, 12, 14, and 16 First Addition to the Town of Plymouth, has not been constructed. Karen Pratt is requesting approval to construct Wallgren Road to County Standards, under the County's supervision.

The plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners.

* Note: Original signature sheet will be brought to commissioners meeting for signature.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends the Board of County Commissioners sign the cover sheet, approving the project.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY APPROVING CONSTRUCTION PLANS FOR WALLGREN ROAD AS PART OF FOISY SUBDIVISION TRACKS 10, 12, 14, AND 16 FIRST ADDITION TO THE TOWN OF PLYMOUTH

WHEREAS, Dean and Karen Pratt own 13 parcels in the Foisy subdivision that front Wallgren Road; and

WHEREAS, Wallgren Road has not been constructed, the parcels do not have direct access to a County Road. Karen Pratt requested to build Wallgren Road to current County Standards; and

WHEREAS, RCW 36.77.010 requires that all plans for the construction or improvement of County roads be filed with and approved by the Board of County Commissioners; and

WHEREAS, plans for the above referenced project, having been reviewed and approved by the County Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE**

BE IT RESOLVED, that the construction plans for Wallgren Road be approved and that the Chairman is authorized to sign said construction plans.

Dated this 13th day of October 2020.

_____
Chairman

_____
Chairman Pro-Tern

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

GENERAL CONSTRUCTION NOTES

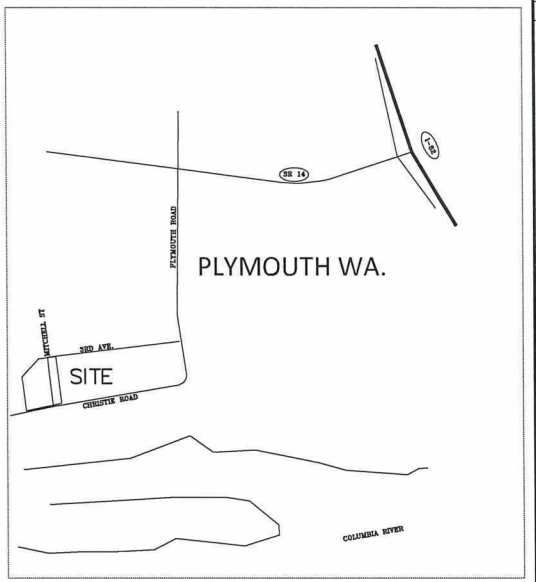
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, APPLICABLE BENTON COUNTY STANDARD PLANS AND THE REQUIREMENTS OF THE COUNTY ENGINEER
2. NO WORK ON THIS PROJECT SHALL COMMENCE UNTIL A BENTON COUNTY PRECONSTRUCTION CONFERENCE HAS BEEN HELD.
3. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
4. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF WASHINGTON AND BONDED TO DO WORK IN THE PUBLIC RIGHT-OF-WAY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION DEFICIENCIES FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY BENTON COUNTY.
6. THE COUNTY ENGINEER OR HIS/HER REPRESENTATIVE SHALL FIRST APPROVE ANY CHANGES OR MODIFICATIONS TO THE PROJECT PLANS. ALL CHANGES MUST BE SUBMITTED TO THE COUNTY ENGINEER BY THE DESIGN ENGINEER.
7. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
8. THE CONTRACTOR SHALL CALL ALL UNDERGROUND UTILITY COMPANIES FOR THEIR RESPECTIVE EXISTING UTILITY LOCATION PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ON THIS PROJECT. CALL 1-800-424-555 BEFORE YOU DIG.
9. THE CONTRACTOR SHALL TAKE ANY MEANS NECESSARY TO KEEP FROM TRACKING MUD AND DEBRIS OUT INTO EXISTING STREETS.
10. CONTRACTOR TO COORDINATE ALL WATER LINE IMPROVEMENTS WITH THE PLYMOUTH WATER DISTRICT. NO WATER LINE IMPROVEMENTS SHALL BE DONE WITH OUT APPROVAL FROM THE PLYMOUTH WATER DISTRICT AND NO WATER LINES SHALL BE COVERED WITHOUT APPROVAL OF THE PLYMOUTH WATER DISTRICT.
11. TESTING OF WATER LINE SHALL BE DONE PER THE STATE OF WASHINGTON STANDARD SPECIFICATIONS.
12. TRENCHING FOR UNDERGROUND POWER SHALL BE COORDINATED WITH BENTON REA.
13. BENTON COUNTY ROAD CROSSING PERMITS WILL BE REQUIRED FOR ALL TRENCHES TO BE DUG ACROSS AN EXISTING COUNTY ROAD.
14. WALLGREN STREET TO BE CONSTRUCTED PER BENTON COUNTY "ROAD SECTION - STANDARD" REQUIREMENTS, STANDARD PLAN R-1, MODIFIED TO 24' WIDTH.
15. INTERSECTION OF WALLGREN STREET AND CHRISTIE ROAD TO BE CONSTRUCTED PER BENTON COUNTY "COUNTY ROAD APPROACH" REQUIREMENTS STANDARD PLAN R-4.
16. LICENSED SURVEYOR TO INSTALL MONUMENT AT INTERSECTION OF CHRISTY & WALLGREN ROADS, AND AT CENTER OF CUL-DE-SAC IN WALLGREN ROAD PER BENTON COUNTY "MONUMENT CASE & COVER," STANDARD PLAN R-14B.

EROSION/SEDIMENTATION CONTROL (ESC) NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES DURING CONSTRUCTION FOR EROSION AND SEDIMENTATION CONTROL AND IS RESPONSIBLE TO PROTECT AGAINST SEDIMENTATION RUN-OFF. CONSTRUCTION SITE SHALL BE ADEQUATELY WATERED TO PREVENT AN EXCESS OF WIND BLOWN DUST AND SAND FROM LEAVING SITE.
2. THE ESC FACILITIES, IF NEEDED, MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER EXISTING DRAINAGE SYSTEMS, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
3. DURING THE CONSTRUCTION PERIOD ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
4. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM DRAINAGE SYSTEM. CATCH BASINS SHALL BE PROTECTED PER COP STD. DWG. 4-8.
5. ALL DISTURBED AREAS SHALL BE HYDRO-SEEDED AFTER THE COMPLETION OF THIS PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE, AT ALL TIMES DURING CONSTRUCTION, FOR PREVENTING MUD AND DEBRIS FROM CONSTRUCTION EQUIPMENT ENTERING EXISTING STREETS.

APPROVED FOR CONSTRUCTION

BENTON COUNTY ENGINEER	DATE
CHAIRMAN - BENTON COUNTY COMMISSIONERS	DATE
BENTON COUNTY CLERK OF THE BOARD	DATE
BENTON COUNTY FIRE MARSHALL	DATE
BENTON REA	DATE
PLYMOUTH WATER DISTRICT	DATE



VICINITY MAP
NOT TO SCALE



SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 WALLGREN ROAD
SHEET 3 WATER
SHEET 4 DETAILS - COUNTY
SHEET 5 DETAILS - REA
SHEET 6 STAKING - REA

811 Know what's below. Call before you dig.
48 HOURS NOTICE REQUIRED

COVER SHEET 10-1-20

REV	DATE	REVISION COMMENTS	BY	APP
1	9-2-20	REVISIONS PER COUNTY COMMENTS (8-19-20)	SWS	ARR
2	9-23-20	REVISIONS PER COUNTY COMMENTS (9-14-20)	SWS	ARR
3	9-24-20	REVISIONS PER COUNTY COMMENTS (9-24-20)	ARR	ARR
4	10-1-20	REVISIONS PER COUNTY COMMENTS (10-1-20)	ARR	ARR

SPINK ENGINEERING
1023 Terminal Dr • Richland, WA • 509.946.1301 • www.spinkeng.com

DRAWN BY: SWS
DESIGNED BY: SWS
APPROVED BY: ARR
FILE: 20-106.dwg

PRATT
WALLGREN RD.
PLYMOUTH WASHINGTON

SHEET 1 of 6
JOB# 20-106
DWG# 600-244

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 13, 2020
Subject:	RCCF Disbursement Agreement with City of Prosser for I-82 Utility Undercrossing
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(see "Background" below)*

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

For Board consideration is entering into a disbursement agreement with the City of Prosser for assistance in funding a major improvement – extension of utilities underneath Interstate 82 – with Rural County Capital Funds.

Background

This is "Phase 2" of the I-82 project. Phase 1 was also substantially assisted with Benton County RCCF funds, and to date is the only other Prosser project funded through the revived RCCF program. Phase 1 was the planning, design, testing, engineering, and pre-construction of the project, assisted by Benton County in the amount of $340,000.00.

Phase 2 consists of boring beneath Interstate 82 to extend utility infrastructure from the south side of the freeway to the north side, an area designated as the "Gap Road Commercial District" by the City and zoned accordingly. Utility extension will include water and sewer mains, plus conduit to handle current and future loads of electricity, natural gas, fiber optic, and so on. The water and sewer main extensions will total about 4,300 linear feet with stub-outs for future development in the Gap Road Commercial District. The conduit will consist of about 260 linear feet of casing pipes under the freeway. The City has one major probable future tenant for the Commercial District, with several other probable developments under consideration and waiting on the major tenant. More detail is in the agreement and original application.

The agreement has been approved for form and signed by the City of Prosser.

Fiscal Impact

Cost will be $1,938,000.00, payable from the City's allocation from the Rural County Capital Fund. Sufficient funds are on-hand in the Fund.

Recommendation

The County's staff review committee (Rasmussen, Blain, Palmus, Fyall) recommends funding the project.

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, DISBURSEMENT TO THE CITY OF PROSSER FOR THE "INTERSTATE 82 UTILITY CROSSING – PHASE TWO" PROJECT

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for disbursement to cities and ports within the County who request County participation with qualified capital development projects; and,

WHEREAS, the City of Prosser has submitted an application for disbursement of funds to be used toward development of a project within the city known as "Interstate 82 Utility Crossing – Phase Two"; and,

WHEREAS, the City and the County previously successfully coordinated on Phase One of this project, and completion of Phase Two will add significant infrastructure capacity for the City; and,

WHEREAS, the City and the County have mutually agreed to terms on a *Disbursement Agreement for use of Rural County Capital Funds*; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman is hereby authorized to sign the *Disbursement Agreement for use of Rural County Capital Funds* with the City of Prosser for the disbursement of up to $1,938,000.00 for development of the "Interstate 82 Utility Crossing – Phase Two" project; with said *Agreement* terminating if at any time the project falls thirty-six (36) months behind the schedule set forth in Exhibit A of the *Agreement*.

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: Sustainable Development
cc: City of Prosser, Auditor

Prepared by: A.J. Fyall

DISBURSEMENT AGREEMENT

FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, between Benton County (hereinafter "County"), and the City of Prosser (hereinafter "City"), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and,

WHEREAS, the County and the City are authorized, including under Chapter 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and,

WHEREAS, the purpose of this Agreement is to fund the completion of Phase 2 of the "Interstate 82 Utility Crossing – Gap Road Commercial District", consisting of: construction of City water and sewer mains, and conduit for other utilities, from their existing termini across Interstate 82 (underground) at the Wamba Road location; then extended farther west to a new terminus at Gap Road; with the water and sewer main extensions totaling approximately 4,300 linear feet with stub-outs for future development, and the conduit consisting of approximately 260 linear feet of casing pipes under the freeway (hereinafter the "Project"); and,

WHEREAS, the Project's purpose is to facilitate business and commercial growth in the "Gap Road Commercial District" and surrounding area; and,

WHEREAS, upon completion, the utility crossing will assist in the recruitment of new businesses to approximately 160 acres of commercially zoned, public and privately-owned properties of the "Gap Road Commercial District" of north Prosser, where 70% build-out is expected within 24 months of completion, resulting in a projected 400 new, permanent retail/commercial jobs for the Prosser area, and would positively impact sales, business and occupation, and property tax revenues within Benton County; and,

WHEREAS, the City has requested $1,938,000.00 for the Project from the Fund; and,

WHEREAS, the County's evaluation of the Project confirms funding eligibility, and there are sufficient funds available within the City's existing allocation within the Fund.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to $1,938,000.00 of qualified direct costs incurred by the City for the Project *after* the execution of this Agreement; contingent upon (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.

2. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.

3. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.

4. The estimated Project schedule and a disbursement schedule are attached hereto as Exhibit A. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project. The City will keep the County informed of changes to the schedule as the Project progresses.

5. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

   Benton County Commissioners Office
   ATTN: Sustainable Development Manager
   7122 West Okanogan Place
   Kennewick, Washington 99336

6. All approved reimbursement payments will be made via check mailed directly to the City at:

   Prosser City Hall
   601 Seventh Street
   Prosser, Washington 99350

7. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

8. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.

9. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.

10. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.

11. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.

12. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.

13. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.

14. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.

15. This Agreement shall terminate and the County's obligation to disburse funds under this Agreement shall cease at any time that any aspect of the Project falls thirty-six (36) months or more behind the schedule set forth in Exhibit A. In such case, the County's rights under this Agreement shall continue, but the County may use the funds previously allocated under this Agreement for any purpose allowable under state law. The County will make a good faith effort to notify the City whenever it believes any aspect of the Project is thirty (30) months or more behind schedule; provided that maintaining the Project on schedule is the Port's responsibility and the City shall have no recourse against the County if such notice is not provided.

16. This Agreement contains the entire, complete, and integrated statement of each and every term agreed-to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

_____
Jim Beaver, Commission Chairman

Date: _____

ATTEST:

_____
Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:

Ryan K Brown
Chief Deputy Prosecuting Attorney

CITY OF PROSSER

Randy Taylor
Randy Taylor, Mayor

Date: 7/14/2020

ATTEST:

Rachel M Shaw
Rachel Shaw, City Clerk

APPROVED AS TO FORM:

_____
Howard Saxton, City Attorney

EXHIBIT A

ESTIMATED PROJECT COMPLETION AND FUND DISBURSEMENT SCHEDULE

Projected schedule and expenses, in dollars. Disbursement schedule is depicted monthly, with Sales Taxes and Contingencies included. Work on the project is expected to begin in October 2020, and is projected to be completed on June 11, 2021, contingent upon funding, weather, construction delays, or other unexpected events.

Project Items	2020			2021					
	10/01-10/31	11/01-11/30	12/01-12/31	1/01-1/31	2/01-2/28	3/01-3/31	04/01-04/30	05/01-05/31	06/01-06/30
Mobilization		$75,000	$75,000						
Traffic Control	$4,400	$4,400	$4,400	$4,400	$4,400	$4,400	$4,400	$4,400	$4,400
Jack/Bore Casing	$50,000	$193,000	$193,000						
Clearing & Grubbing	$10,000	$20,000	$20,000						
Sewer Install			$17,000	$115,670	$115,670	$115,670			
Shoring				$5,500	$5,500	$5,500			
Irrigation Sleeves				$7,500	$7,500	$7,500			
Water Install						$147,900	$163,000	$163,000	
Crushed Surfacing							$4,000	$4,000	
Asphalt Patching									$6,000
Other Items	$5,000						$21,830	$21,830	$21,830
Minor Change		$3,000	$3,000				$3,500	$3,500	
Total Construction Monthly	$69,400	$295,400	$312,400	$133,070	$133,070	$280,970	$196,730	$196,730	$32,230
Total Construction									**$1,650,000**
Construction Engineering	$16,000		$100,000			$ 100,000			$72,000
Total Construction Engineering									**$288,000**
Total Construction Quarterly	$16,000		$777,200			$647,110			$497,690
Total RCCF Funds									**$1,938,000**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/13/2020
Subject:	Approval Requested to Post and Fill Sheriff's Office Vacancy
Presenter:	Jon Law, Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Lexi Wingfield, HR 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

Resolution 2020-602 required Benton County Board of Commissioners approval prior to posting and filling vacant positions. The Sheriff's Office has had recent vacancies due to the retirement of deputies. Currently, the Sheriff's Office has six vacancies and it is imperative to fill the positions to ensure we maintain a high level of public safety. The current vacancies are Deputies, position number 1441 and 1950 within the public safety tax fund.

Fiscal Impact

No supplement required.

Recommendation

Pass motion for position 1441 and 1950 in the Sheriff's Office to be filled.

Suggested Motion

I move to authorize PST position 1441, a DEA Deputy in the Sheriff's Office, to be filled.

I move to authorize PST position 1950, a Deputy Sheriff in the Sheriff's Office, to be filled.