

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 20, 2020

9:00 AM **Call to Order**
Approval of Minutes
❖ **October 13, 2020**

Review Agenda

Consent Agenda

Auditor

a. Surplus and Disposition of Personal Property

Commissioners

b. Letter to Kennewick Police Department Regarding Request for Investigation

Facilities

c. Change Order No. 1 w/Banlin Construction for the Finance Department Tenant Improvement & Restroom Addition Project

Human Services

d. Ratifying Second Amendment to Agreement w/Compass Career Solutions for Employment Services

e. Ratifying Second Amendment to Agreement w/MRJN Associates

- f. Ratifying Second Amendment to Agreement w/ARC of Tri-Cities
- g. Ratifying Second Amendment to Agreement w/Columbia Industries
- h. Ratifying Second Amendment to Agreement w/Kristi Sharpe

Information Technology

- i. Line Item Transfer, Fund No. 0132-101, Dept. 000
- j. Purchase of Four Dell Mobile Laptops for the Treasurer's Office

Juvenile

- k. Truancy Contract w/Kiona-Benton School District

Office of Public Defense

- l. Establishing The Percentage Rates of Juvenile Dependency Public Defense Contracts Between Benton and Franklin Counties

Planning

- m. Contract w/Safe Built for Consulting Services for National Flood Insurance Program Findings

Public Safety

- n. Line Item Transfer, Fund No. 0148-101, Dept. 138
- o. Coding Correction Within Public Safety Tax Fund No. 0148-101, Dept. 138

Public Works

- p. Agreement w/Omnia Partners for Membership Registration
- q. Agreement w/The Buyboard National Purchasing Cooperative for Membership Registration

Superior Court

- r. Line Item Transfer, Fund No. 0000-101, Dept. 138

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

Public Hearing

SPV 2020-002 – Vacation of the 10 Foot Irrigation Easement ~ M Cooke

Ordinance Allowing Wheeled All Terrain Vehicles on County Roads ~ M Rasmussen

Scheduled Business

Assessor's Office Position Request for Office Assistant III ~ Bill Spencer & Christopher Roberts

Agreement w/PowerDMS for Policy Manuals & Accreditation Compliance for the Sheriff's Office ~ Commander Law

Other Business

Executive Session

Potential Litigation ~ S. Hallstrom

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 13, 2020, 9:00 a.m.

Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Commander Steve Caughey, Sheriff's Office.

Approval of Minutes

The Minutes of October 6, 2020 were approved.

Review Agenda

Commissioner Small requested to add an executive session to discuss the performance of a public employee. Also, item "o" (Award to Victory Supply for Inmate Supplies) was pulled from consent at the request of the Corrections Department.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "dd", pulling "o" (Award to Victory Supply). Commissioner Delvin seconded and upon vote, the Board approved the following:

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

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

None.

Position Requests – Sheriff’s Office

Commander Steve Caughey requested the Board authorize posting and filling the following positions in the Sheriff’s Office:

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

He said they currently had five (5) vacant positions due to retirements and promotions and an additional vacancy at the end of the month due to retirement. He said they had lateral hires and three (3) entries in the hopper. Additionally, they had not been able to hire the DEA position due to manpower but hoped to hire in the future.

MOTION: Commissioner Small moved to approve Public Safety Tax position 1441, DEA Deputy and Public Safety Tax position 1950, Deputy Sheriff in the Sheriff's Office to be posted and filled. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Other Business

News Conference - Governor

Chairman Pro Tem Delvin said the Governor was having a news conference today and he was told Benton County was going to get good news, along with the other counties in modified phase 1. He said they continued to push to allow more activities and would keep pushing.

Both Commissioners Small and Beaver expressed their appreciation of Commissioner Delvin's efforts.

Executive Session – Performance of Public Employee

Chairman Pro Tem Delvin announced at 9:09 a.m. it would be going into executive session for up to 20 minutes to discuss the performance of a public employee. The Board briefly recessed to reconvene in the Executive Conference Room.

The Board went into executive session at 9:09 a.m. for up to 20 minutes with DPA Stephen Hallstrom to discuss the performance of a public employee. Present were Chairman Pro Tem Delvin, Commissioners Small and Beaver (via/teleconference), Jerrod MacPherson and Cami McKenzie. The Board came out of executive session and briefly recessed to reconvene back in the Commissioners' Conference Room.

Chairman Pro Tem Delvin announced at 9:28 a.m. that no decisions were made in executive session.

MOTION: Commissioner Small moved to approve the Employment Agreement Between Benton County and Jerrod MacPherson for the period January 1, 2021 to December 31, 2025 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

MOTION: Commissioner Small moved to approve the Employment Agreement between Benton County and Matthew Rasmussen for the period January 1, 2021 to December 31, 2025 as presented. Commissioner Beaver seconded and upon vote, the motion carried.

Commissioner Beaver stated that he appreciated both Mr. MacPherson and Mr. Rasmussen and said they were doing a good job.

Investigation – Letter to City of Kennewick

Commissioner Small asked the Board to send a formal letter to the City of Kennewick to request a criminal investigation of Benton County Sheriff Jerry Hatcher. Mr. MacPherson said they would prepare a draft letter to approve at the next board meeting.

Resolutions

- 2020-705: Line Item Transfer, Fund No. 000-101, Dept. 101
- 2020-706: Agreement w/Center for Tech and Civic Life for Planning a Safe & Secure Election Administration
- 2020-707: Surplus & Disposition of Personal Property
- 2020-708: Line Item Transfer, Fund No. 0000-101, Dept. 102
- 2020-709: Line Item Transfer, Fund No. 0305-101, Dept. 000
- 2020-710: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 120
- 2020-711: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 126
- 2020-712: Line Item Transfer, Fund No. 0000-101, Dept. 139
- 2020-713: Appointment of Earl Morgan to the Benton County Noxious Weed Control Board
- 2020-714: Line Item Transfer, Fund No. 0000-101, Dept. 109
- 2020-715: Line Item Transfer, Fund No. 0000-101, Dept. 109
- 2020-716: Award to Crown Paper & Janitorial Supply Company for Purchase of Paper & Glove Supplies
- 2020-717: Award to Crown Paper & Janitorial Supply Company for Purchase of Jail Chemicals & Janitorial Supplies
- 2020-718: Award to 911 Supply, Inc. for Employee Uniforms & Other Related Items
- 2020-719: Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2020-720: Ratifying First Amendment w/Breanna Zavicar for Community Prevention Coordinator
- 2020-721: Service Agreement w/Sharon Adolphsen for Support to the Parent Coalition
- 2020-722: Agreement w/State of WA Dept of Children Youth and Families
- 2020-723: Line Item Transfer, Fund No. 0000-101, Dept. 138
- 2020-724: Contract w/Benton Franklin Health District for Medical Services
- 2020-725: Contract w/North Franklin School District on the Fee for Services
- 2020-726: Line Item Transfer, Fund No. 0000-101, Dept. 126
- 2020-727: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 2020-728: Amending Resolution 2019-336 to Increase the Total Not to Exceed Amount for the Purchase of Tires & Tire Related Services
- 2020-729: Granting Franchise to Ormiston Orchards to Place an Irrigation Pipe Systems & Facilities in County Road Rights of Way
- 2020-730: Granting Franchise to Public Utility District No. 1 of Klickitat County to Place Electric Transmission & Distribution Systems & Facilities in County Road Rights of Way
- 2020-731: Renaming Wallgren Road to River Crest Place

- 2020-732: Approval of Wallgren Road Construction Plans
2020-733: Disbursement to the City of Prosser for the Interstate 82 Utility Crossing – Phase Two Project
2020-734: Employment Agreement with Jerrod MacPherson, County Administrator
2020-735: Employment Agreement with Matt Rasmussen, Deputy County Administrator

There being no further business before the Board, the meeting adjourned at approximately 9:32 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020
Subject:	Surplus
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

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 Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **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

SURPLUS (DESTROY)

FACILITIES

- 40 wooden inside office doors

CORRECTIONS

- broken TV

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/20/20
Subject:	Letter to Kennewick Police Department For Investigation Request
Presenter:	na
Prepared By:	J MacPherson
Reviewed By:	J MacPherson
PA Review, Approval to Form:	☐ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☒ Sign Letter / Document ☐ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

During the Board of Commissioners meeting for 10/13/20, Commissioner Small asked the Board to send a formal letter to the City of Kennewick to request a criminal investigation of Benton County Sheriff Jerry Hatcher.

Fiscal Impact

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Recommendation

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Suggested Motion

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020	
Subject:	Change Order No. 1 to Banlin Contract for the Finance Department Tenant Improvement and Restroom Addition	
Presenter:	R. Blain	
Prepared By:	rb	
Reviewed By:	R. 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 (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☒ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

On June 30, 2020 the Board of County Commissioners approved Resolution 2020-436 and executed a contract with Banlin Construction, LLC for the Finance Department Tenant Improvement and Restroom Addition project in the amount of \$311,000.00 plus WSST.

Unforeseen items have been identified to complete the project.

Four modifications are included in Change Order No. 1.

The first change consists of adding two doors, frames and associated hardware for the office area and workroom. The needed items were not included in the bidding documents. The cost for this change is \$2,895.21 plus WSST and will not increase the contract time.

The second change consists of adding electrical modifications to the restroom additions. The needed electrical work was not included in the bidding documents. The cost for this change is \$4,509.64 plus WSST and will not increase the contract time.

The third change is a credit for the HVAC controls which were specified in the contract. These controllers were not the correct units to allow integration with our control system. The credit for this change is & \$890.58

The fourth change will integrate the new HVAC system into the Justice Center control system. The cost for this change is \$5,411.74 and will increase the contract time by 21 calendar days.

All these changes are combined into Change Order No. 1 with a total cost of \$11,926.01 plus WSST and increases the contract time by 21 days.

Fiscal Impact

Amount: \$11,926.01 plus WSST

Fund: Capital Projects Fund

Recommendation

Approve the Chairman to sign Change Order No. 1.

Suggested Motion

Approve the Chairman to sign Change Order No. 1 with Banlin Construction, LLC for the Finance Department Tenant Improvement and Restroom Addition project increasing the contract by \$11,926.01 plus WSST for a new contract amount not to exceed \$322,926.01 plus WSST and adding 21 days for a total of 111 calendar days.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:
IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 1 WITH BANLIN
CONSTRUCTION, LLC FOR THE FINANCE DEPARTMENT TENANT IMPROVEMENT AND
RESTROOM ADDITION PROJECT

WHEREAS, on June 30, 2020 the Board of County Commissioners approved Resolution 2020-436 and executed a contract with Banlin Construction, LLC for the Finance Department Tenant Improvement and Restroom Addition project in the amount of \$311,000.00 plus WSST; and

WHEREAS, additional items have arisen that require changes in the work in order to complete the project; and

WHEREAS, the Director of Operations and Capital Programs has negotiated a fair and reasonable price for Change Order No. 1 in a total amount of \$11,926.01 plus WSST; and

WHEREAS, the Benton County Procurement, Leasing and Contracting Policy (Resolution 2012-677) requires Board of County Commissioners approval for change orders on public works projects other than road construction; and

WHEREAS, the Director of Operations and Capital Programs recommends that these changes be approved; NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves Change Order No. 1 with Banlin Construction, LLC for the Finance Department Tenant Improvement and Restroom Addition project and authorizes the Chairman of the Board to sign Change Order No. 1, attached hereto, to the contract executed by Resolution 2020-436; and

BE IT FURTHER RESOLVED, the contract time will increase 21 days for a total of 111 calendar days; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$11,926.01 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed \$322,926.01 plus WSST.

Dated this 20th day of October 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**CONTRACT CHANGE
ORDER**

Benton County Finance TI and Restroom Add

CO

No.

1

PROJECT TITLE

TO: Banlin Construction (CONTRACTOR)

REQUEST DATE:

10/7/2020

DETAILED CHANGE DESCRIPTION:

COP 01 - Restroom door addition

COP 02 - Plumbing addition

COP 03 - Credit for HVAC Controls hardware

COP 04 - Revised HVAC Controls Scope

DATE PROPOSAL REQ'D: 10/8/2020

PROPOSAL REQUESTED BY: Owner

CHANGE ORIGINATOR: Owner

TO: Wave Design Group (A/E)

TO: Benton County

CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED

PROPOSAL REQUEST FOR:

☐ NO CHANGE
☒ INCREASE
☐ DECREASE

Eleven Thousand, Nine Hundred

TO CONTRACT SUM OF: Twenty-six and 01/100

\$

11,926.01

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HEREWITH.

☐ NO CHANGE
☒ INCREASE
☐ DECREASE

TO CONTRACT TIME OF: 21 CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

Banlin Construction

Jasen Banta
SIGNATURE

10-11-2020

DATE

Benton County's Authorizing Signator

Wave Design Group

10/8/2020

A/E

DATE

Michael A. Corbin
SIGNATURE

Benton County

AGENCY

DATE

SIGNATURE

**CONTRACT CHANGE
ORDER PROPOSAL
(COP)**

BCJC Finance TI and Restroom Addition

PROJECT TITLE

COP

No.

1

TO: Banlin Construction (CONTRACTOR)

PROPOSAL REQUEST DATE: 8/18/2020

DETAILED CHANGE DESCRIPTION:

Add door frames, doors, and hardware for openings 208 and 209, Restroom additions

DATE PROPOSAL REQ'D: 8/18/2020

PROPOSAL REQUESTED BY: Owner

CHANGE ORIGINATOR: Owner

TO: Wave Design Group (A/E)

TO: _____

**CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED
PROPOSAL REQUEST FOR:**

☐ NO CHANGE
☒ INCREASE
☐ DECREASE

Two Thousand, Eight Hundred
TO CONTRACT SUM OF: Ninety-five and 21/100 \$ 2,895.21

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HEREWITH.

☒ NO CHANGE
☐ INCREASE
☐ DECREASE

TO CONTRACT TIME OF: 0 CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

CONTRACTOR

SIGNATURE

DATE

TO: Benton County's Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Wave Design Group

8/18/2020

A/E

DATE

SIGNATURE

Benton County

10-9-2020

AGENCY

DATE

SIGNATURE



BANLIN Construction

CHANGE PROPOSAL (CP) NO:

TO: Wave Architecture
418 N Kellogg St, Suite B
Kennewick, WA 99336

PROJECT NAME: Benton County Justice
Center Finance TI and
Restroom Addition

ATTN: Mike Corbin

CONTRACT #:

PROJECT NO:

DATE: 8/18/2020
VIA: Email
FROM: Jasen Banta

CP DESCRIPTION

Add door frames, doors and hardware for openings 208 and 209.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	000
The total additional cost for this COP	\$2,895.21
The total credit for this COP	\$0.00
COP Grand Total	\$2,895.21
This Change Proposal is good through:	
The schedule effect of this change is:	0 Calendar Day
Enclosures in support of this proposal includes:	
1) BANLIN Construction's Estimate for Change	
2)	

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes


SUBMITTED BY: Jasen Banta; Project Manager

08/18/2020

DATE

APPROVED BY: Mike Corbin, Wave Architecture

DATE

APPROVED BY: James Beaver, Benton County

DATE



BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 1

DATE: 7/14/2020

Project: Benton County Justice Center Finance TI and Restroom Addition
Job No: 2020-01
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description: Add door frames, doors and hardware for openings 208 and 209.

Schedule
Effect: Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs (See page 4) ☐	0	LS	\$ 76.00	\$ -				\$ -
	Project Manager	0	Hrs.	\$ 85.00	\$ -				\$ -
	Superintendent	0	Hrs.	\$ 65.00	\$ -				\$ -
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Carpenter (4 hrs. per Opening)	8	Hrs.	\$ 65.51	\$ 524.08				\$ 524.08
	Laborers	0	Hrs.	\$ 57.95	\$ -				\$ -
	Materials	0	ls	\$ -		\$ 1,725.00			\$ 1,725.00
	Equipment	0	ls	\$ -				\$ -	\$ -
									\$ -
	Subcontractors and Supplies								\$ -
			LS	\$ -			\$ -		\$ -
			LS	\$ -			\$ -		\$ -
			LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 524.08	\$ 1,725.00	\$ -	\$ -	\$ 2,249.08

OVERHEAD: Banlin Self Perform Work	15%	\$	337.36
PROFIT: Banlin Self Perform Work	10%	\$	224.91
OVERHEAD: Subcontractors	15%	\$	-
PROFIT: Subcontractors	10%	\$	-
Safety	2.0%	\$	44.98
Small Tools	5.0%	\$	26.20
Sub Total:		\$	2,811.35
B&O TAX	0.471%	\$	13.24
INSURANCE	0.5%	\$	14.12
BOND	2.0%	\$	56.49
SUBTOTAL		\$	2,895.21
WSST - Included on Progress Payment Sheet			
TOTAL FOR CHANGE ORDER		\$	2,895.21

Phone
509-967-1475

Email
mccdsales@mccdoor.com

Fax
509-967-1473

Mid-Columbia Commercial Door, Inc.

6174 West Van Giesen
West Richland, WA 99353

QUOTE

Date:	7/14/2020
To:	Banlin Construction
Attention:	Jasen
Job Name:	Benton County Finance Department
Job#:	2006-158
Addendums:	

Material	Subtotal	Estimated Lead Time
Hollow Metal Doors & Frames	\$510.00	3-4 Weeks
Wood Doors	\$640.00	3-4 Weeks
Hardware	\$575.00	3-4 Weeks
Other: Lite Kit/Glass		
TOTAL	\$1,725.00	

If sales tax applies to this order you will need to add the Washington State Sales Tax (8.6%) to the total.

QUOTE PRICE DOES NOT INCLUDE DELIVERY TO THE JOB SITE. IF DELIVERY IS REQUIRED PRIOR ARRANGEMENTS MUST BE MADE WITH THE SALES STAFF AND ADDITIONAL FEES WILL APPLY.

Exclude: Grouting & Bituminous Coating to Frames & Glazing

Thank You,
Colton Taxdahl
Mid-Columbia Commercial Doors, Inc.

All special order items are non-refundable once the item(s) have been ordered by Mid-Columbia Commercial Doors, Inc. Also, the customer will be required to pay for the special order item(s) whether they pick up the item(s) or not. If the special item(s) are not picked up within 30 days of our receiving the item(s), an invoice will be generated and sent to the customer, with payment due based on account terms.

Company Name		Banlin Construction	
Job Name		Benton County Finance Dept.	
Job Number		2006-158	
Qty	Code	Description	Subtotal
<u>HOLLOW METAL FRAMES</u>			
2	A30708H2	Frame - 3'0"x7'0" 8-1/4, 2" Head LH	
2	PrepW	Weld Frame	
2	PrepCL	Closer Prep	
			\$510.00
<u>HOLLOW METAL DOORS</u>			
		N/A	
			\$0.00
<u>WOOD DOORS</u>			
2	Special	3'0"X 7'0" SC Birch 161 LDI Clear	
1	Special	Stain Match Prep	
			\$640.00
<u>HARDWARE</u>			
6	BB81D	4.5"x 4.5" Hinges	
2	107x70c	Push/Pull Plates	
2	8616AF	8616AF Closure	
6	R608	608 Door Silencer	
2	R409	409 32D WROT Wall Bumper	
			\$575.00
<u>MISC (light kits, bathroom access., etc.)</u>			
<u>GRAND TOTAL</u>			\$1,725.00

**CONTRACT CHANGE
ORDER PROPOSAL
(COP)**

BCJC Finance TI and Restroom Addition
PROJECT TITLE

COP
No. 2, Rev 1

TO: Banlin Construction (CONTRACTOR)

PROPOSAL REQUEST DATE: 8/13/2020

DETAILED CHANGE DESCRIPTION:

Upon reviewing the original submittal, the Owner has requested the Change Order be revised to remove installation of the touchless faucets and install the originally approved faucets. Install GFCI outlet in location in place of intended connection for sensor faucets.

DATE PROPOSAL REQ'D: 8/20/2020

PROPOSAL REQUESTED BY: Owner

CHANGE ORIGINATOR: Owner

TO: _____ (A/E)

TO: _____

**CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED
PROPOSAL REQUEST FOR:**

☒ NO CHANGE
☐ INCREASE
☐ DECREASE

TO CONTRACT SUM OF: Four Thousand Five Hundred Nine and 64/100 \$ 4,509.64

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HERewith.

☒ NO CHANGE
☐ INCREASE
☐ DECREASE

TO CONTRACT TIME OF: _____ CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

CONTRACTOR

SIGNATURE

DATE

TO: Benton County's Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Wave Design Group
A/E

8/17/2020
DATE

Michael D. Corbin
SIGNATURE

Benton County
AGENCY

10-9-2020
DATE

[Signature]
SIGNATURE



BANLIN Construction

CHANGE PROPOSAL (CP) NO: 2 R.1

TO: Wave Architecture
418 N Kellogg St, Suite B
Kennewick, WA 99336

PROJECT NAME: Benton County Justice
Center Finance TI and
Restroom Addition

ATTN: Mike Corbin

CONTRACT #:

PROJECT NO:

DATE: 8/14/2020

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Electrical changes to RR's.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No. 2 R.1

The total additional cost for this COP \$4,509.64

The total credit for this COP \$0.00

COP Grand Total \$4,509.64

This Change Proposal is good through:

The schedule effect of this change is: 0 Calendar Day

Enclosures in support of this proposal includes:

- 1) BANLIN Construction's Estimate for Change
- 2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes

SUBMITTED BY: Jasen Banta; Project Manager

DATE

APPROVED BY: Mike Corbin, Wave Architecture

DATE

APPROVED BY: Robert Blain, Benton County

DATE



BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 2 R.1

DATE: 8/14/2020

Project: Benton County Justice Center Finance TI and Restroom Addition
Job No: 2020-01
Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description: **Electrical changes to RR's.**

Schedule
Effect: **Calendar Day**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs (See page 4)	0	LS	\$ 76.00	\$ -				\$ -
	Project Manager	1	Hrs.	\$ 85.00	\$ 85.00				\$ 85.00
	Superintendent	1	Hrs.	\$ 65.00	\$ 65.00				\$ 65.00
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Carpenter (4 hrs. per Opening)	0	Hrs.	\$ 65.51	\$ -				\$ -
	Laborers	0	Hrs.	\$ 57.95	\$ -				\$ -
	Materials	0	ls	\$ -					\$ -
	Equipment	0	ls	\$ -				\$ -	\$ -
									\$ -
	Subcontractors and Supplies								\$ -
	Absolute Power	1	LS	\$ -			\$ 3,353.22		\$ 3,353.22
			LS	\$ -			\$ -		\$ -
			LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 150.00	\$ -	\$ 3,353.22	\$ -	\$ 3,503.22

OVERHEAD: Banlin Self Perform Work	15%	\$	22.50
PROFIT: Banlin Self Perform Work	10%	\$	15.00
OVERHEAD: Subcontractors	15%	\$	502.98
PROFIT: Subcontractors	10%	\$	335.32
Safety	2.0%	\$	70.06
Small Tools	5.0%	\$	7.50
Sub Total:			\$ 4,379.03
B&O TAX	0.471%	\$	20.63
INSURANCE	0.5%	\$	22.00
BOND	2.0%	\$	87.99
SUBTOTAL		\$	4,509.64
WSST - Included on Progress Payment Sheet			
TOTAL FOR CHANGE ORDER		\$	4,509.64

Estimate

Absolute Power, Inc.
725 N 26th Ave
Pasco, WA 99301
509-545-5320
www.absolutepowertc.com

July 30, 2020

Reference #:	1021-10794
SP:	RICHP
Due Date:	8/29/2020

Banlin Construction
320 Columbia Dr
Kennewick, WA 99336

Job Name:
Benton County Finance Dept. TI
7122 W. Okanogan Pl
Kennewick, WA 99336

509-586-7777

We Hereby Submit Specifications And Estimates For:

CHANGE ORDER #1

- Provide and install two RD1 fixtures per specifications provided on 7/30/2020.
- Light fixtures are to be installed above each sink.
- Provide and install new occupancy sensor at restrooms. Part number LEV ODC04-IDW 120/277
- Extend existing power and make electrical connections for two auto sink sensors.

3353.22

Material	Subtotal	Total
3353.22	3353.22	\$3,353.22

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

Authorized Signature _____	Acceptance Signature _____	Date _____
-------------------------------	-------------------------------	------------

**CONTRACT CHANGE
ORDER PROPOSAL
(COP)**

Benton County Finance TI and Restroom Add

COP

No. 3

PROJECT TITLE

TO: Banlin Construction (CONTRACTOR)

PROPOSAL REQUEST DATE: 8/11/2020

DETAILED CHANGE DESCRIPTION:

Due to the "DT20-OEM TITUS BAC-8005-03" digital controller not supporting the N2 communications protocol, the Owner requests that the unit be replaced with the Johnson Controls VMA controller model "VMA 1630". No BACnet devices currently in the Justice Center, therefore it would better integrate into the existing systems with the VMA 1630 controller.

DATE PROPOSAL REQ'D: 8/18/2020

PROPOSAL REQUESTED BY: Owner

CHANGE ORIGINATOR: Owner

TO: Wave Design Group (A/E)

TO: Benton County

**CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED
PROPOSAL REQUEST FOR:**

☐ NO CHANGE
☐ INCREASE
☒ DECREASE

TO CONTRACT SUM OF: Eight Hundred Ninety and 58/100 \$ 890.58

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HEREWITH.

☒ NO CHANGE
☐ INCREASE
☐ DECREASE

TO CONTRACT TIME OF: CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

Banlin Construction

CONTRACTOR

SIGNATURE

DATE

TO: Benton County's Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Wave Design Group

8/17/2020

A/E

DATE

Michael D. Corbin

SIGNATURE

Benton County

10-9-2020

AGENCY

DATE

SIGNATURE

Apollo Sheet Metal, Inc.

1207 W. Columbia Drive
Kennewick, WA 99336
509-586-1104
fax 509-582-6590
WWW.APOLLOSM.COM

**PROPOSED
CHANGE
ORDER**

Banlin Construction

Customer Reference [REDACTED]
Apollo Proposal Number [REDACTED] 1
Apollo Job Number 23630
Proposal Date 8/14/2020

PROJECT: **Benton County Finance TI and Restroom Add**

Change Description: Per request from owner, Apollo is changing from DD20 controls to Johnson Controls VMA Controller. Excludes: WA State Sales tax.

Please see attached detail for breakdown on charges.

TOTAL THIS CHANGE PROPOSAL: \$ 2,514.85

NOT APPROVED


Authorized Apollo Signature

Apollo Sheet Metal, Inc.

1207 W. Columbia Drive
Kennewick, WA 99336
509-586-1104
fax 509-582-6590

PROPOSED CHANGE ORDER

BREAKDOWN OF COSTS

Benton County Finance TI and Restroom Add

Apollo Proposal Number 1

SHEET METAL/HVAC

LABOR:

	# of Hrs.	Rate	Total
Supervision (0005)		68.00	0.00
Shop Labor (LS)		68.00	0.00
Field Labor (LF)		68.00	0.00
Controls Labor (LFR)		70.00	0.00
Subtotal Labor			\$0.00
Supervision 15% total labor above			\$0.00

LABOR BURDENS:

Shop Burden 35% of Shop Labor	\$0.00
Safety 2%	\$0.00

MATERIALS AND EQUIPMENT

Delivery \$50.00 per trip	
Sheet Metal Materials (MS)	
Controls Materials (MS) (Deduct for Titus DT20 Controls)	-1,000.00
Controls Materials (MS) (Add for Johnson Controls)	3,180.00
Controls Equipment (ES)	
Small Tools 5% of Field Labor	0.00
Subtotal Matls. And Equipment	\$2,180.00

APPROVED

PLUMBING/PIPING

LABOR:

	# of Hrs.	Rate	Total
Shop Labor		55.63	0.00
Field Labor		55.63	
Subtotal Labor			\$0.00
Supervision 15% total labor above			\$0.00

LABOR BURDENS:

Shop Burden 35% of Shop Labor	\$0.00
-------------------------------	--------

MATERIALS AND EQUIPMENT

Delivery \$50.00 per trip	
Materials	
Insulation	
Credit for Original Lavs	
Small Tools 5% of Field Labor	0.00
Subtotal Matls. And Equipment	\$0.00

SUBTOTAL APOLLO MATERIALS, EQUIPMENT AND LABOR

	2,180.00	
Overhead	12%	\$261.60
Subtotal	2441.60	
Profit	3%	\$73.25

GRAND TOTAL

\$2,514.85

**CONTRACT CHANGE
ORDER PROPOSAL
(COP)**

Benton County Finance TI and Restroom Add
PROJECT TITLE

**COP
No.**

4

TO: Banlin Construction (CONTRACTOR)

PROPOSAL REQUEST DATE: 9/22/2020

DETAILED CHANGE DESCRIPTION:

Install controller, valves, and wiring as required for VAV to operate with existing system.

Program controller.

Provide graphics.

DATE PROPOSAL REQ'D: 9/24/2020

PROPOSAL REQUESTED BY: Owner

CHANGE ORIGINATOR: Owner

TO: Wave Design Group (A/E)

TO: Benton County

**CONTRACTOR AGREES TO PERFORM ALL CHANGES IN THE WORK DESCRIBED
PROPOSAL REQUEST FOR:**

☐ NO CHANGE
☒ INCREASE
☐ DECREASE

Five Thousand, Four Hundred-
TO CONTRACT SUM OF: eleven and 74/100 \$ 5,411.74

COST ESTIMATE DETAIL SHEETS ARE INCLUDED HEREWITH.

☐ NO CHANGE
☒ INCREASE
☐ DECREASE

TO CONTRACT TIME OF: 21 CALENDAR DAYS

The foregoing amount covers everything required in connection with the change. All other provisions of the contract remain in full force and effect.

We understand that this proposal does not constitute authorization to proceed with the specified changes in the work until incorporation of the COP into a Change Order.

Banlin Construction

CONTRACTOR

SIGNATURE

DATE

TO: Benton County's Authorizing Signator

We have carefully examined this proposal and find the cost to be reasonable. Therefore, we recommend acceptance.

Wave Design Group

A/E

9/28/2020

DATE

Michael D. Corbin

SIGNATURE

Benton County

AGENCY

9-28-2020

DATE

[Signature]

SIGNATURE



BANLIN Construction

CHANGE PROPOSAL (CP) NO: 004

TO: Wave Architecture
418 N Kellogg St, Suite B
Kennewick, WA 99336

PROJECT NAME: Benton County Justice
Center Finance TI and
Restroom Addition

ATTN: Mike Corbin

CONTRACT #:

PROJECT NO:

DATE: 9/24/2020

VIA: Email

FROM: Jasen Banta

CP DESCRIPTION

Install controller, valves and wiring as required for VAV to operate with existing system. Program controller. Provide graphics.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No. 004

The total additional cost for this COP \$5,411.74

The total credit for this COP \$0.00

COP Grand Total \$5,411.74

This Change Proposal is good through:

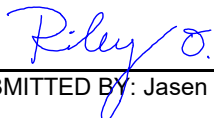
The schedule effect of this change is: 21 Calendar Day

Enclosures in support of this proposal includes:

- 1) BANLIN Construction's Estimate for Change
- 2)

QUALIFICATIONS

- This proposal covers only the specific items that have been priced as listed on the attached cost breakdown.
- Our pricing is based on the quotes of our subcontractors and suppliers and includes any clarifications, qualifications, and exclusions contained in their quotes



SUBMITTED BY: Jasen Banta; Project Manager

09/24/2020

DATE

APPROVED BY: Mike Corbin, Wave Architecture

DATE

APPROVED BY: James Beaver, Benton County Commissioner

DATE



BANLIN
CONSTRUCTION

BANLIN CONSTRUCTION
320 COLUMBIA DRIVE
KENNEWICK, WA. 99336
PHONE: (509) 586-2000
FAX: (509) 586-7777

CONTRACTOR'S ESTIMATE FOR CHANGE

CHANGE PROPOSAL #: 4

DATE: 9/24/2020

Project: Benton County Justice Center Finance TI and Restroom Addition

Job No: 2020-01

Contractor: BANLIN CONSTRUCTION

Reference:

RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule
Effect:

21 Calendar Day

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Direct GC Field Costs (See page 4)	0	LS	\$ 76.00	\$ -				\$ -
	Project Manager	2	Hrs.	\$ 85.00	\$ 170.00				\$ 170.00
	Superintendent	1	Hrs.	\$ 65.00	\$ 65.00				\$ 65.00
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Carpenter (4 hrs. per Opening)	0	Hrs.	\$ 65.51	\$ -				\$ -
	Laborers	0	Hrs.	\$ 57.95	\$ -				\$ -
	Materials	0	ls	\$ -					\$ -
	Equipment	0	ls	\$ -				\$ -	\$ -
									\$ -
	Subcontractors and Supplies								\$ -
	Apollo	1	LS	\$ -			\$ 3,969.00		\$ 3,969.00
			LS	\$ -			\$ -		\$ -
			LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 235.00	\$ -	\$ 3,969.00	\$ -	\$ 4,204.00

OVERHEAD: Banlin Self Perform Work

15% \$ 35.25

PROFIT: Banlin Self Perform Work

10% \$ 23.50

OVERHEAD: Subcontractors

15% \$ 595.35

PROFIT: Subcontractors

10% \$ 396.90

Safety

2.0% \$ 84.08

Small Tools

5.0% \$ 11.75

Sub Total:

\$ 5,255.00

B&O TAX

0.471% \$ 24.75

INSURANCE

0.5% \$ 26.40

BOND

2.0% \$ 105.60

SUBTOTAL

\$ 5,411.74

WSST - Included on Progress Payment Sheet

TOTAL FOR CHANGE ORDER

\$ 5,411.74



Apollo Mechanical Contractors, Inc.

PO Box 7287
1207 W. Columbia Drive
Kennewick, WA 99336
Ph 509-586-1104
Fax 509-582-6590
www.apollomech.com

September 22, 2020

Re: Financial Officers Controls

Apollo Mechanical Contractors, Inc. is pleased to provide the following proposal:

Proposal Includes:

- Provide a low voltage permit for the work performed on the jobsite.
- Install all provided controls, including: VMA controller, Discharge Air Sensor, Zone Sensor, Relays for four fan powered VAV boxes.
- All wiring and terminations for the for four fan powered VAV boxes.
- Wire to an electrical junction box (provided by others) for exhaust fan on/off control.
- Extending the N2 communications bus from the nearest VAV box outside of the job scope, and running to each new VAV box in a daisy chain fashion, then terminating N2 bus at the nearest N2 controller outside of the job scope.
- Program all four fan powered VAV box controllers, to a program that meets the project sequence of operations.
- Adding all four VAV boxes to the existing database.
- Providing floor plan graphics to cover the newly remodeled area.
- A point to point check out of the wired equipment.

Proposed Price...\$3969.00 plus WSST

Clarifications/ Exclusions:

- Proposal assumes that all provided controls are in good and functioning shape. Any non-functioning components shall be brought to the owner's attention.
- Submittals and O&Ms are not provided as part of this proposal.
- VAV box addressing scheme to be provided by Benton County.
- All parts components are provided by Benton County.
- Heating Valves, sized, provided and installed by others.
- All low voltage conduit for project provided by others.
- Excludes WSST and Bond.

Respectfully Submitted,

Jason Weichman

Jason Weichman
Environmental Controls Division
Apollo Mechanical Contractors, Inc.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020	
Subject:	Ratify Second Amendment to Agreement #19/20-DD-COMP-00 with Compass Career Solutions, LLC	
Presenter:		
Prepared By:	Mari Clark, DHS contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-COMP-00 with Compass Career Solutions to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to June 30, 2021 so services can continue.

Fiscal Impact

Amount: Fee-For Service

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

Recommendation

- Sign the Resolution to Ratify Agreement #19/20-DD-COMP-00 with Compass Career Solutions, LLC

Suggested Motion

Approve on consent agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING OF SECOND AMENDMENT TO GRANT AGREEMENT #19/20-DD-COMP-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COMPASS CAREER SOLUTIONS, LLC

WHEREAS, this Second Amendment to Grant Agreement #19/20-DD-COMP-00 serves to provide employment services to 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 24, 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 Second Amendment of #19/20-DD-COMP-00 agreement, between Compass Career Solutions, LLC and Benton County Department of Human Services for a fee-for-services, as executed by the Benton County Administrator on September 24, 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 Compass Career Solutions, LLC, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the July 1, 2019 and ends on June 30, 2021.

Dated this . . . day of, 2020

Chair

Member

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

Attest: _____
Clerk of the Board

**SECOND CONTRACT AMENDMENT TO
GRANT AGREEMENT #19/20-DD-COMP-00**

THIS SECOND CONTRACT AMENDMENT (hereinafter "Second 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 **COMPASS CAREER SOLUTIONS LLC**, a for profit corporation, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 384, the parties entered into a Grant Agreement beginning July 1, 2019 and ending June 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to June 30, 2021, add definitions, add a section to confidential information, and data security requirements.

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

1. **FACE SHEET**

The "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.....June 30,2021

2. **SECTION 2**

Section 2 will be amended to add the following definition and add a Confidential Information section:

Competitive Integrated Employment means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

3. **SECTION 5**

Section 5 will be amended to include the following:

- i. **Confidential Information:**
 - a. Ensure the security of Confidential Information;
 - b. Use a Trusted Network when available;
 - c. When transporting outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of staff with authorization to access the Data, even if the Data is encrypted.
 - d. When transporting data containing DSHS Confidential Information outside a Secure Area must encrypt the data.

4. **EXHIBIT A “Data Security Requirements”**

Exhibit A section 1 will be amended to include the following:

1.d “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2021 for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the advance Encryption Standard (AES) must be used if available.

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:

 09/24/2020
Chair Date

Per Resolution 2020-258
Member Date

Member Date

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

FOR THE CONTRACTOR:

**Lisa Roberts, EVP of Operations &
Workforce**

 9/23/2020
Signature Date

Lisa Roberts
Name

EVP of Operations & Workforce Services
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:


Human Services Manager

APPROVED AS TO FORM:


Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020	
Subject:	Ratify Second Amendment to Agreement #19/20-DD-MRJN-00 with MRJN Associates, LLC	
Presenter:		
Prepared By:	Mari Clark, DHS contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-MRJN-00 with MRJN Associates, LLC to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to June 30, 2021 so services can continue.

Fiscal Impact

Amount: Fee-For Service

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

Recommendation

- Sign the Resolution to Ratify Agreement #19/20-DD-MRJN-00 with MRJN Associates.

Suggested Motion

Approve on consent agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING OF SECOND AMENDMENT TO GRANT AGREEMENT #19/20-DD-MRJN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND MRJN ASSOCIATES, LLC

WHEREAS, this Second Amendment to Grant Agreement #19/20-DD-MRJN-00 serves to provide employment services to 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 28, 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 Second Amendment of #19/20-DD-MRJN-00 agreement, between MRJN Associates, LLC and Benton County Department of Human Services for a fee-for-services, as executed by the Benton County Administrator on September 28, 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 Columbia Industries, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the July 1, 2019 and ends on June 30, 2021.

Dated this day of, 2020

Chair

Member

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

Attest: _____
Clerk of the Board

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-MRJN-00

THIS SECOND 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 **MRJN ASSOCIATES, LLC**, a for-profit corporation, with its principal offices at 1841 Gap Road, Granger, WA 98932, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 383, the parties entered into a Grant Agreement beginning July 1, 2019 and ending September 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to June 30, 2021, add definitions, add a section to confidential information, and data security requirements.

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

1. **FACE SHEET.**

The "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.....June 30,2021

2. **SECTION 2**

Section 2 will be amended to add the following definition and add a Confidential Information section:

Competitive Integrated Employment means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

3. **SECTION 5**

Section 5 will be amended to include the following:

i. **Confidential Information:**

- a. Ensure the security of Confidential Information;
- b. Use a Trusted Network when available;
- c. When transporting outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of staff with authorization to access the Data, even if the Data is encrypted.
- d. When transporting data containing DSHS Confidential Information outside a Secure Area must encrypt the data.

4. **EXHIBIT A “Data Security Requirements”**

Exhibit A section 1 will be amended to include the following:

1.d “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2021 for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the advance Encryption Standard (AES) must be used if available.

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:

 09/28/2020
Chair Date

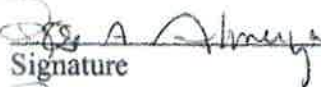
Per Resolution 2020-258
Member Date

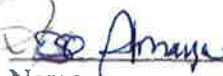
Member Date

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

FOR THE CONTRACTOR:

Rose Almanza, Senior Officer

 9/22/20
Signature Date


Name

Senior Officer
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:


Human Services Manager

APPROVED AS TO FORM:


Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: October 20, 2020							
Subject: Ratify Second Amendment to Agreement #19/20-DD-ARC-00 with Arc of Tri-Cities							
Presenter:							
Prepared By: Mari Clark, DHS contract Manager							
Reviewed By: Kyle Sullivan, DHS Manager							
Type of Agenda Item: ☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	Type of Action Needed: <table><tr><td>☐ Discussion Only (1st)</td><td>☐ Pass Motion</td></tr><tr><td>☐ Discussion Only (2nd)</td><td>☒ Pass Resolution</td></tr><tr><td>☐ Decision/Direction</td><td>☐ Pass Ordinance</td></tr></table>	☐ Discussion Only (1 st)	☐ Pass Motion	☐ Discussion Only (2 nd)	☒ Pass Resolution	☐ Decision/Direction	☐ Pass Ordinance
☐ Discussion Only (1 st)	☐ Pass Motion						
☐ Discussion Only (2 nd)	☒ Pass Resolution						
☐ Decision/Direction	☐ Pass Ordinance						

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-ARC-00 with Arc of Tri-Cities to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to June 30, 2021 so services can continue.

Fiscal Impact

Amount: Fee-For Service

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

Recommendation

- Sign the Resolution to Ratify Agreement #19/20-DD-CI-00 with Arc of Tri-Cities

Suggested Motion

Approve on consent agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING OF SECOND AMENDMENT TO GRANT AGREEMENT #19/20-DD-ARC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ARC OF TRI-CITIES

WHEREAS, this Second Amendment to Grant Agreement #19/20-DD-ARC-00 serves to provide employment services to 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 24, 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 Second Amendment of #PSC-19/20-DD-ARC-00 agreement, between Arc of Tri-Cities and Benton County Department of Human Services for a fee-for-services, as executed by the Benton County Administrator on September 24, 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 Arc of Tri-Cities, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the July 1, 2019 and ends on June 30, 2021.

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

Chair

Member

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

Attest: _____
Clerk of the Board

SECOND CONTRACT AMENDMENT TO GRANT AGREEMENT #19/20-DD-ARC-00

THIS SECOND 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 **ARC OF TRI-CITIES**, a non-profit corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 385, the parties entered into a Grant Agreement beginning July 1, 2019 and ending September 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to June 30, 2021, add definitions, add a section to confidential information, and data security requirements.

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

1. **FACE SHEET.**

The "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.....June 30,2021

2. **SECTION 2**

Section 2 will be amended to add the following definition and add a Confidential Information section:

Competitive Integrated Employment means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

3. **SECTION 5**

Section 5 will be amended to include the following:

- i. **Confidential Information:**
 - a. Ensure the security of Confidential Information;
 - b. Use a Trusted Network when available;
 - c. When transporting outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of staff with authorization to access the Data, even if the Data is encrypted.
 - d. When transporting data containing DSHS Confidential Information outside a Secure Area must encrypt the data.

4. **EXHIBIT A “Data Security Requirements”**

Exhibit A section 1 will be amended to include the following:

1.d “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2021 for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the advance Encryption Standard (AES) must be used if available.

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:

Jenna Mackison 09/24/2020
Chair Date

Per Resolution 2020-258
Member Date

Member Date

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

FOR THE CONTRACTOR:

Cindy O'Neill, Director

Cindy O'Neill 9/25/2020
Signature Date

Cindy O'Neill
Name

Executive Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Hyla Sells
Human Services Manager

APPROVED AS TO FORM:

[Signature]
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020	
Subject:	Ratify Second Amendment to Agreement #19/20-DD-CI-00 with Columbia Industries	
Presenter:		
Prepared By:	Mari Clark, DHS contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-CI-00 with Columbia Industries to provide employment services for individuals with developmental disabilities. This amendment extends the end date of the Agreement to June 30, 2021 so services can continue.

Fiscal Impact

Amount: \$0.00

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

Recommendation

- Sign the Resolution to Ratify Agreement #19/20-DD-CI-00 with Columbia Industries.

Suggested Motion

Approve on consent agenda.

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RATIFYING OF SECOND AMENDMENT TO GRANT AGREEMENT #19/20-DD-CI-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES.

WHEREAS, this Second Amendment to Grant Agreement #19/20-DD-CI-00 serves to provide employment services to 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 28, 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 Second Amendment of #PSC-19/20-DD-CI-00 agreement, between Columbia Industries and Benton County Department of Human Services for a fee-for-services, as executed by the Benton County Administrator on September 28, 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 Columbia Industries, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the July 1, 2019 and ends on June 30, 2021.

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

Chair

Member

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

Attest: _____
Clerk of the Board

**SECOND CONTRACT AMENDMENT TO
GRANT AGREEMENT #19/20-DD-CI-00**

THIS SECOND CONTRACT AMENDMENT (hereinafter "Second 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 **COLUMBIA INDUSTRIES**, a non-profit corporation, with its principal offices at 900 South Dayton, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2020 359, the parties entered into a Grant Agreement beginning July 1, 2019 and ending September 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in providing employment services for individuals with intellectual/developmental disabilities in our community; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendments to the program's end date, extending the end date to June 30, 2021, add definitions, add a section to confidential information, and data security requirements.

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

1. **FACE SHEET.**

The "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.....June 30,2021

2. **SECTION 2**

Section 2 will be amended to add the following definition and add a Confidential Information section:

Competitive Integrated Employment means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

3. **SECTION 5**

Section 5 will be amended to include the following:

- i. **Confidential Information:**
 - a. Ensure the security of Confidential Information;
 - b. Use a Trusted Network when available;
 - c. When transporting outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of staff with authorization to access the Data, even if the Data is encrypted.
 - d. When transporting data containing DSHS Confidential Information outside a Secure Area must encrypt the data.

4. **EXHIBIT A “Data Security Requirements”**

Exhibit A section 1 will be amended to include the following:

1.d “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2021 for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the advance Encryption Standard (AES) must be used if available.

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:

 09/28/2020
Chair Date

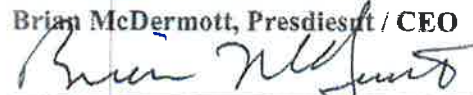
Per Resolution 2020-258
Member Date

Member Date

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

FOR THE CONTRACTOR:

Brian McDermott, President / CEO

 9/24/20
Signature Date

BRIAN MCDERMOTT
Name

PRESIDENT / CEO
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:


Human Services Manager

APPROVED AS TO FORM:


Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020
Subject:	Ratify Second Amendment to PSC-19/20-PREV-SHARPE-00 with Kristi Sharpe
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

The purpose of this second amendment to PSC-19/20-PREV-SHARPE-00 with Kristi Sharpe is to add funds to the budget for the Kennewick Prevention Coalition; increasing the total maximum budget and extending the end date to September 29, 2022.

Fiscal Impact

Amount: \$342,743.65

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 \$342,743.65. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to Ratify the Second Amendment to Agreement #PSC-19/20-PREV-SHARPE-00 with Kristi Sharpe.

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 SECOND AMENDMENT OF #PSC-19/20-PREV-SHARPE-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND KRISTI SHARPE

WHEREAS, Benton County Department of Human Services would like to increase the budget of the Professional Services Contract with Kristi Sharpe 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 28, 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 Second Amendment of #PSC-19/20-PREV-SHARPE-00 agreement, between Kristi Sharpe and Benton County Department of Human Services for a grant in the maximum total amount of \$342,743.65 as executed by the Benton County Administrator on September 28, 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 Kristi Sharpe, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the July 1, 2019 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

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

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

WHEREAS, per Benton County Resolution No. 2020 426, the parties entered into a Grant Agreement beginning July 1, 2019, extending to September 30, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to assist the COUNTY in coordinating implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in support of the Community Prevention Wellness Initiative Prevention Services Project in our community; and

WHEREAS, this Second Amendment is necessary to make agreed-upon, needed amendment to the program's COMPENSATION, adding additional funds for the period of September 30, 2020 through September 29, 2022. Increasing Partnership for Success (PFS,) CFDA 93.243 by seventy-seven thousand six hundred eighteen dollars and no cents (\$77,618.00) and the State Opioid Response (SOR), CDFA 93.788 by one hundred twenty-four thousand seven hundred eighty-four dollars and no cents (\$124,784.00). Total contract amount increased by two hundred two thousand four hundred two dollars and no cents (\$202,402.00) and not to exceed three hundred forty-two thousand seven hundred forty-three dollars and sixty-five cents (\$342,743.65); 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. **FACE SHEET**

Shall be amended to change the address of Kristi Sharpe from 2420 Linda Lane, Clarkston, WA 99403 to 4018 S. Kellogg Street, Kennewick, WA 99338.

2. **CONTRACT DOCUMENTS**

Section 1.b Exhibit B – Budget shall be replaced in its entirety with the attached Exhibit B – Budget.

3. **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.

4. **COMPENSATION**

Section 5.b shall be amended and replaced in its entirety with the following:

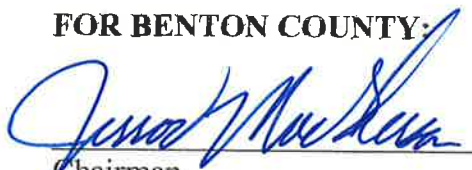
The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed one hundred twenty-nine thousand six hundred and two dollars and twenty-one cents (\$129,602.21) from the 2018 Partnerships for Success (PFS) CFDA 93.243 and Two hundred thirteen thousand one hundred forty one dollars and forty-four cents (\$213,141.44) 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:

 09/28/2020
Chairman Date

Per Resolution 2020-258
Member Date

Member Date

FOR THE CONTRACTOR:

Kristi Sharpe, Coordinator

 9/22/20
Signature Date

Kristi Sharpe
Name

Community Coordinator
Title

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

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

APPROVED AS TO CONTENT:



Human Services Manager

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CENTRAL SERVICES REPLACEMENT FUND NUMBER 0132101, 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 20th 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: Information Technology, Auditor, File,

Prepared by: R Heard

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

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
594.180	6408	Capital Computer Replacement	\$61,000	518.400	3508	Computer Replacement	\$61,000
TOTAL			\$61,000	TOTAL			\$61,000

Explanation:

Transfer funds to Computer Replacement since items do not qualify for capitalization.

Prepared by:

Date:

Approved ☐

Denied ☐

Date:

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020
Subject:	Approving the purchase of four Dell Mobile Precision 3551 or comparable model laptops for the Treasurer's Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
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

Due to the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Treasurer's office to purchase new Dell laptops for employees to use remotely. These Dell laptops would be used to provide secure remote access to county network resources for both administrative and public Treasurer services. Resolution 2019-753 requires that all non-budgeted devices purchased over \$500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003.

Fiscal Impact

Amount: \$8,500 excluding WSST.

Fund: 2020 CARES Act Department 0000101.139.

Recommendation

Information Technology recommends that the Board approves the purchase of four Dell Mobile Precision 3551 or comparable model laptops in an amount not to exceed \$8,500 excluding WSST from Dell Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF FOUR DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOPS FOR THE TREASURER'S DEPARTMENT FROM DELL INC.

WHEREAS, due the County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Treasurer's Department to purchase new Dell laptops for employees to use remotely; and

WHEREAS, these Dell laptops would provide secure remote access to county network resource for both administrative and public Treasurer services; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of four Dell Mobile Precision 3551 or comparable model laptops for the Treasurer's Department in an amount not to exceed \$8,5000 excluding Washington State Sales Tax to be paid for using 2020 CARES Act Department 0000101.139; and

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

Dated this 20 day of October, 2020

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000070076257.1	Sales Rep	Charles Anglin
Total	\$20,506.32	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Oct. 02, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 01, 2020		BENTON COUNTY CENTRAL SERV
Deal ID	19472910		ICES
			PO BOX 608
			PROSSER, WA 99350-0608

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Charles Anglin

Shipping Group

Shipping To	Shipping Method
Receiving dept BENTON COUNTY INFORMATION TECHNOLOGY 620 Market Street Prosser, WA 99350 (509) 786-5603	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell 22 Monitor - P2219H	\$147.01	6	\$882.06
Mobile Precision 3551	\$1,865.08	9	\$16,785.72
Dell Thunderbolt Dock- WD19TB	\$242.93	5	\$1,214.65

Subtotal:	\$18,882.43
Shipping:	\$0.00
Estimated Tax:	\$1,623.89

Total:	\$20,506.32
---------------	--------------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

Receiving dept
BENTON COUNTY INFORMATION
TECHNOLOGY
620 Market Street
Prosser, WA 99350
(509) 786-5603

Shipping Method

Standard Delivery

Dell 22 Monitor - P2219H

Estimated delivery if purchased today:
Oct. 14, 2020
Contract # C000000010849
Customer Agreement # 05815-003

\$147.01

Qty

6

Subtotal

\$882.06

Description

SKU

Unit Price

Qty

Subtotal

Dell 22 Monitor - P2219H

210-AQBK

-

6

-

Dell Limited Hardware Warranty

814-9381

-

6

-

Advanced Exchange Service, 3 Years

814-9382

-

6

-

Qty

9

Subtotal

\$16,785.72

Mobile Precision 3551

Estimated delivery if purchased today:
Nov. 11, 2020
Contract # C000000010849
Customer Agreement # 05815-003

\$1,865.08

9

Description

SKU

Unit Price

Qty

Subtotal

Intel Core Processor i7-10850H (6 Core, 12MB Cache, 2.70 GHz to 5.10 GHz, 35W, vPro)

379-BDXB

-

9

-

Win 10 Pro 64 English, French, Spanish

619-AHKN

-

9

-

No Microsoft Office License Included – 30 day Trial Offer Only

658-BCSB

-

9

-

16GB, 1X16GB, DDR4 2933Mhz Non-ECC Memory

370-AFFB

-

9

-

Nvidia Quadro P620 w/ 4GB GDDR5

490-BFBH

-

9

-

M.2 256GB PCIe NVMe Class 40 Solid State Drive

400-BDWT

-

9

-

Bracket for M.2 PCIe NVMe 2280 SSD

575-BBYI

-

9

-

No Additional Hard Drive

401-AAGM

-

9

-

Intel WiFi6 AX201 Wireless Card for WW

555-BFNV

-

9

-

Intel vPro Technology Enabled

631-ACLE

-

9

-

Dual Pointing Backlit US English Keyboard

583-BFBO

-

9

-

No Mouse

570-AADK

-

9

-

No ENERGY STAR Qualified

387-BBCE

-

9

-

Not EPEAT Registered

389-DVNR

-

9

-

Intel AX201 2x2 + Bluetooth 5.1 Driver

555-BFNV

-

9

-

E5 US Power Cord

450-AAEJ

-

9

-

SERI Guide (ENG/FR/Multi)

340-AGIK

-

9

-

Quick Setup Guide for Mobile Precision 3551

340-COOU

-

9

-

US Order

332-1286

-

9

-

No UPC Label

389-BCGW

-

9

-

Mix Model Packaging	340-CRFV	-	9	-
Regulatory Label included	389-BEYY	-	9	-
FCC Label	389-DPPX	-	9	-
Intel Core i7 Label for vPro	340-CPOZ	-	9	-
SupportAssist	525-BBCL	-	9	-
System Driver for Mobile Precision 3551	631-ACLD	-	9	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	9	-
Dell Optimizer for Precision	640-BBSC	-	9	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	9	-
Waves Maxx Audio	658-BBRB	-	9	-
Dell Power Manager	658-BDVK	-	9	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	9	-
Custom Configuration	817-BBBB	-	9	-
Dell Mobile Precision Workstation 3551 CTO	210-AVJY	-	9	-
Intel Core Processor i7-10850H with Nvidia Quadro P620 Graphics, Thunderbolt	329-BETI	-	9	-
Bottom door	354-BBCD	-	9	-
No Mobile Broadband Card	556-BBCD	-	9	-
DP Palmrest, FIPS Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt 3	346-BFZI	-	9	-
No AutoPilot	340-CKSZ	-	9	-
OS-Windows Media Not Included	620-AALW	-	9	-
6 Cell 97Whr ExpressCharge Capable Battery	451-BCJI	-	9	-
Cable for 6 cell battery	470-ADOZ	-	9	-
WWAN Support	320-BDRS	-	9	-
Bezel, IR Camera & Mic	325-BDRQ	-	9	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	9	-
Resource Media not Included	430-XYGV	-	9	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	9	-
No HD/SSD Filler	750-ABLD	-	9	-
No Anti-Virus Software	650-AAAM	-	9	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-1079	-	9	-
Dell Limited Hardware Warranty Plus Service	997-1129	-	9	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	9	-
BTO Standard Shipment (S)	800-BBGT	-	9	-

			Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	\$242.93	5		\$1,214.65

Estimated delivery if purchased today:
Nov. 03, 2020
Contract # C000000010849
Customer Agreement # 05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	5	-
Advanced Exchange Service, 3 Years	824-3984	-	5	-

Subtotal:	\$18,882.43
Shipping:	\$0.00
Estimated Tax:	\$1,623.89
Total:	\$20,506.32

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/6/20 BC 10/20/20
Subject:	Fee for Service Truancy Contract with Kiona-Benton School District
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

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. Kiona-Benton 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.

Kiona-Benton 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 Kiona-Benton School District to the Benton-Franklin Counties Juvenile Justice Center shall not exceed \$315.00

Recommendation

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Fee for Services Contract with the Kiona-Benton 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 with the Kiona-Benton 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 KIONA-BENTON 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 Kiona-Benton 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 board concurs with the Administrator's recommendation and hereby awards the Fee for Service Contract between the Kiona-Benton School District and the Juvenile Justice Center in an amount payable to the Counties not to exceed \$315.00; 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

DATED this ____ day of _____ 2020

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Carrie 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 Kiona-Benton School District, with its principal offices at 1107 Grace, Benton City, WA, 99320, (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: **Pete Peterson**
Superintendent
Kiona-Benton School District
1107 Grace
Benton City WA 99320
Phone: (509) 588-2001
Fax: (509) 588-5580
E-mail: pete.peterson@kibesd.org
- B. For Counties: **Darryl Banks**
Juvenile Court Administrator
5606 W Canal PI 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 Counties Three Hundred and Fifteen Dollars (\$315.00) to be paid in quarterly installments of Seventy Eight Dollars and Seventy Five Cents (\$78.75) each, for the entire contract period, to be processed with the District's first payment cycle after receiving an invoice from Counties.
- B. The maximum total amount payable by the District to the Counties under this Contract shall not exceed Three Hundred and Fifteen Dollars (\$315.00).
- 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, modification or renewal 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 Administrator of Benton-Franklin Juvenile Justice Center and both Benton and Franklin Counties Boards of County Commissioner's Chairperson and shall not be binding until so approved.

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 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

Differences 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 Kiona-Benton 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.

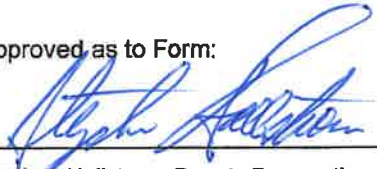
18. ENTIRE AGREEMENT

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:

KIONA-BENTON SCHOOL DISTRICT	BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER
 Pete Peterson Superintendent	 Darryl Banks Administrator
9/11/20 Date	9-16-2020 Date
BENTON COUNTY APPROVAL Approved as to Form:  Stephen Hallstrom, Deputy Prosecuting Attorney Date	FRANKLIN COUNTY APPROVAL Approved as to Form: Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____	By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020
Subject:	Bi-County Juvenile Dependency Cost Division for 2021
Presenter:	None
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form: ☐ Yes ☒ No ☐ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☐ Execute Contract

Summary / Background Information

Benton and Franklin Counties split the cost of providing legally mandated public defense services to children involved in dependency cases filed in either of the two counties. The terms of the arrangement were established in Benton County Resolution 2018-730 (bi-county resolution). Resolution 2018-730 requires that the exact percentage amounts of the cost share be established every year via bi-county resolution. The proposed resolution establishes the share rate for calendar year 2021 using the formula in Resolution 2018-730.

Fiscal Impact

None – this resolution addresses the allocation of costs between the counties only.

Recommendation

Adopt resolution to establish the cost division between Benton and Franklin Counties for dependency and termination of parental rights cases filed in the counties that are eligible for public defense.

Suggested Motion

Be it resolved that pursuant to Benton County Resolution 2018-730 and Franklin County Resolution 2018-298, the percentage rates by which to divide the costs of juvenile dependency public defense contracts between Benton and Franklin Counties for the year 2021 is 62% allocated to Benton County and 38% allocated to Franklin County.

BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2020-181

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON & FRANKLIN COUNTY, WASHINGTON.

IN THE MATTER OF ESTABLISHING THE PERCENTAGE RATES BY WHICH TO DIVIDE THE COSTS OF JUVENILE DEPENDENCY PUBLIC DEFENSE CONTRACTS BETWEEN BENTON AND FRANKLIN COUNTIES FOR YEAR 2021.

WHEREAS, Benton County and Franklin County ("Counties") are obligated by law to provide indigent defense services ("Services") in Benton and Franklin County Juvenile Court to affected children in dependency cases ("Cases"); and

WHEREAS, the Counties use the same group of attorneys, under contract separately with each County to provide Services on Cases and, by and through Benton County Resolution 2018-730 and Franklin County Resolution 2018-298, have established a formula to establish the percentage rates by which to divide the costs of juvenile dependency public defense contracts for each calendar year; and

WHEREAS, based on the formula established in Benton County Resolution 2018-730 and Franklin County Resolution 2018-298, and as shown in Exhibit A, the correct percentage rates by which to divide the costs of juvenile dependency public defense contracts between Benton and Franklin Counties for the year 2021 is 62% allocated to Benton County and 38% allocated to Franklin County, **NOW, THEREFORE**

BE IT RESOLVED that pursuant to Benton County Resolution 2018-730 and Franklin County Resolution 2018-298, the percentage rates by which to divide the costs of juvenile dependency public defense contracts between Benton and Franklin Counties for the year 2021 is 62% allocated to Benton County and 38% allocated to Franklin County.

Dated this day of , 20 Dated this day of September , 2020

Chairman of the Board

Chairman Pro-Tem

Member
Constituting the Board of County
Commissioners, Benton County
Washington

Attest:
Clerk of the Board

Brad Peck
Chairman of the Board

Brad Peck
Approved Telephonically
Chairman Pro-Tem

Clint Didier
Approved Telephonically
Member
Constituting the Board of County
Commissioners, Franklin County
Washington

Attest: Karin Milham
Clerk of the Board

EXHIBIT A – Proportion of Juvenile Dependency and Termination of Parental Rights Cases by County

Filings	Benton	Franklin
2013	n/a	n/a
2014	n/a	n/a
2015	90	77
2016	114	54
2017	88	66
2018	78	56
2019	112	40
TOTAL	482	293
Proportion	0.62	0.38

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020	Memo Date:	October 2, 2020
Subject:	FEMA Assistance- Personal Services Contract with Safe Built LLC		
Presenter:	Greg Wendt, Planning Manager		
Prepared By:	Greg Wendt, Planning Manager		
Reviewed By:	N/A		
PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>			
Type of Agenda Item:		Type of Action Needed:	
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business		☐ Discussion Only (1 st) ☒ Decision/Direction ☒ Sign Letter/Document ☒ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☒ Execute Contract	

Summary/Background Information

Benton County is a participant in the National Flood Insurance Program (NFIP), the County's participation in this program is critical in order to maintain access to federally provided flood insurance, maintain affordable rates for flood insurance, allow federally backed mortgages, promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas.

On Wednesday, February 12, 2020 representatives from the Benton County Planning Department, Building Department and the Federal Emergency Management Agency (FEMA) met to discuss the 2020 Community Assistance Visit (CAV) for Benton County.

The 2020 CAV focused on:

1. Review of the Benton County Flood Damage Prevention Ordinance;
2. County permitting processes; and
3. County recordkeeping processes for floodplain development activities.

The last CAV performed by FEMA in Benton County was 2009. This CAV attempted to focus only on activities that have occurred since 2009.

FEMA addressed a letter to Commissioner Jim Beaver on June 8, 2020 discussing the details of the CAV, including FEMA's review of development in Benton County. In turn, on September 29, 2020, Benton County submitted a Corrective Action Plan to FEMA discussing the steps that the County intends to take to resolve potential deficiencies and violations.

With this, the Planning Department has determined there are approximately 56 non-resolved or flagged properties, 8 of which require a complex remediation process be completed. On September 29, 2020, the Board, under scheduled business, discussed this topic and passed a motion to have Planning Staff proceed with obtaining a Personal Services Contract to assist the County with those properties that

will require a more complex remediation process. Planning Department Staff has been working with the Prosecuting Attorney's Office, to develop a Personal Services Contract with **Safe Built LLC** to assist the County in meeting its responsibilities for those flagged-unresolved properties requiring remediation of a more complex nature.

Fiscal Impact

Amount: \$17,500.00

Fund: 0000.101.116.00000.558.600.4103
Personal Services under Current Expense

Recommendation

Planning Staff is requesting that the Board approve the resolution and Personal Services Contract with Safe Built LLC to assist with the implementation of the County's Corrective Action Plan for those properties that may require a more complex remediation process not to exceed \$17,500.00 including WSST with said contract expiring on October 20, 2022.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS, BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY PLANNING – ENTERING INTO A PERSONAL SERVICES CONTRACT (TERMS AND CONDITIONS, SCOPE OF SERVICES, ASSUMPTIONS, AND COMPENSATION) BETWEEN BENTON COUNTY AND SAFE BUILT, LLC TO PROVIDE CONSULTING SERVICES ASSOCIATED WITH THE OUTSTANDING REMEDIATION NEEDS ASSOCIATED WITH THE COUNTY JUNE 8, 2020 COMMUNITY ASSISTANCE VISIT (CAV) FINDINGS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THE NATIONAL FLOOD INSURANCE PROGRAM.

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 ensure the care of county property and the management of county funds and business; and

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached contract as being in the best interest of Benton County.

NOW, THEREFORE, BE IT RESOLVED that the attached Personal Services Contract (Terms and Conditions, Exhibit A-Scope of Services for consulting work including scope of services, assumptions, and compensation) between Benton County and Safe Built LLC for consulting services associated with the outstanding remediation needs associated with the County June 8, 2020 Community Assistance Visit (CAV) findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program is hereby approved by the Board.

BE IT ALSO RESOLVED THAT THE County agrees to compensate Safe Built, LLC a maximum total amount not to exceed \$17,500 including WSST for appropriation in the 2019-2020 and the 2021-2022 biennium with said contract expiring on October 20, 2022.

Dated this 20th 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

GW/djh

**BENTON COUNTY
PERSONAL SERVICES CONTRACT**

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **SAFE BUILT, LLC**, a corporation organized under the laws of the State of Washington with its principal offices at P.O. Box 401, Ellensburg, WA 98926 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. **Exhibit A - Scope of Services for consulting work including scope of services, assumptions, and compensation.**

2. DURATION OF CONTRACT

The term of this Contract shall begin on **October 20, 2020 and shall expire on October 20, 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

- a. The CONTRACTOR shall provide consulting services associated with the outstanding remediation needs associated with the County June 8, 2020 Community Assistance Visit (CAV) findings issued by the Federal Emergency Management Agency under the National Flood Insurance Program. The Scope of Work, Assumptions, and Compensation are set forth in Exhibit A, which is attached hereto and incorporated herein by reference and generally includes:

Review identified properties and any related documentation;

Identify potential remediation measures, as requested, and

prepare list of coordination items for discussion with County;

Coordinate with County to confirm available resources and communication plan(s) with property owners;

Coordinate with County, Department of Ecology, FEMA, and property owners, as requested, to address inquiries related to identified properties detailed under 1a of this Work Assignment;

Review and provide comment, as requested, for correspondence and documents associated with identified properties detailed under 1a of this Work Assignment;

Write or assist in drafting property owner correspondence documents, as requested, for properties detailed under 1a of this Work Assignment;

Assist, as requested, in floodplain development permitting documentation for identified properties detailed under 1a of this Work Assignment;

Assist in compiling documentation, as requested, for letters of map amendment (LOMA) associated with the individual properties detailed under 1a of this Work Assignment;

Review and provide comment and/or recommendations to County, as requested, for miscellaneous properties identified within the County's CAV findings dated June 8, 2020;

Provide processing recommendations and/or identify training opportunities related to the CAV findings, as requested;

Attend meetings as requested;

Prepare project budgets and work assignments for additional proposed work that sets forth the estimated costs and the estimated time for completion related to the individual properties identified under 1a of this Work Assignment; and

Prepare project budgets and work assignments for specific individual remediation plans, as requested, for miscellaneous properties identified within the CAV findings dated June 8, 2020.

- b. The CONTRACTOR agrees to provide its own labor and materials.

Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Safe Built, LLC
Address: P.O. Box 401
Ellensburg, WA 98926
Phone: 1-800-241-9899/509-582-7089
Email: building@safebuilt.net

b. For COUNTY:

Name: Benton County Planning Department
Address: 620 Market Street
P.O. Box 910
Prosser, WA 99350
Phone: 509-786-5612
Email: planning.department@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid \$17,500.00 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference]
- b. The maximum total amount payable by the COUNTY to the

CONTRACTOR under this Contract shall not exceed Seventeen Thousand Five Hundred dollars (\$17,500), including W.S.S.T.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of

or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in

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

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

\$1,000,000. Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

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

- e. ~~Cyber Liability:~~ The CONTRACTOR shall maintain cyber liability insurance for not less than one million dollars (\$1,000,000) per occurrence and an annual aggregate of two million dollars (\$2,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion, and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to COUNTY and for claims involving any professional services for which the CONTRACTOR is engaged with COUNTY for such length of time as necessary to cover any and all claims. —
- MSJ
9-28-20*

f.e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed

officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

or representative of the COUNTY.

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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

Dated: _____

Dated: 9/28/20

FOR: BENTON COUNTY

FOR: << CONTRACTOR >>

Chairman

M. Seiger
Signature

Member

Owner
Title:

Member

Michelle L. Geiger
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form



Civil Deputy Prosecuting Attorney



Safe Built, LLC.

Benton County Agreement No. _____

Consultant: Safe Built, LLC

Work Assignment Number: _____ 1 _____

The general provisions of the Benton County Personal services Contract dated September 29, 2020, shall be in full force and effect for this work assignment.

Location of Project: Benton County

Project Title: Floodplain Development - Regulatory Consulting Services

Maximum Amount Payable per Work Assignment:

Completion Date: Through end of master contract

This estimate has been provided per the work assignment issued by Benton County Planning Department in an email dated August 7, 2020, pending master contract agreement TBD.

The Work Assignment consists of consulting services associated with the outstanding remediation needs associated with the County's June 8, 2020 Community Assistance Visit (CAV) findings issued under the National Flood Insurance Program administered by the Federal Emergency Management Agency (FEMA).

The following includes the scope, and estimate of services per the attached Specialized Services Rate Schedule:

1. **Scope of Services.** Consultant shall provide all labor, services, and associated documentation to satisfactorily complete the following Scope of Services:
 - a. Review identified properties referenced as property/photo number(s) 14, 34, 41, 55, and 83 as noted in email dated August 7, 2020, and any related documentation.
 - b. Identify potential remediation measures, as requested, and prepare list of coordination items for discussion with County.
 - c. Coordinate with County to confirm available resources and communication plan(s) with property owners.
 - d. Coordinate with County, Department of Ecology, FEMA, and property owners, as requested, to address inquiries related to identified properties detailed under 1a of this Work Assignment.



Safe Built, LLC.

- e. Review and provide comment, as requested, for correspondence and documents associated with identified properties detailed under 1a of this Work Assignment.
- f. Write or assist in drafting property owner correspondence documents, as requested, for properties detailed under 1a of this Work Assignment.
- g. Assist, as requested, in floodplain development permitting documentation for identified properties detailed under 1a of this Work Assignment.
- h. Assist in compiling documentation, as requested, for letters of map amendment (LOMA) associated with the individual properties detailed under 1a of this Work Assignment.
- i. Review and provide comment and/or recommendations to County, as requested, for miscellaneous properties identified within the County's CAV findings dated June 8, 2020.
- j. Provide processing recommendations and/or identify training opportunities related to the CAV findings, as requested.
- k. Attend meetings as requested
- l. Prepare project budgets and work assignments for additional proposed work that sets forth the estimated costs and the estimated time for completion related to the individual properties identified under 1a of this Work Assignment.
- m. Prepare project budgets and work assignments for specific individual remediation plans, as requested, for miscellaneous properties identified within the CAV findings dated June 8, 2020.

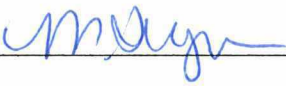
2. Assumptions

- a. Meeting attendance is assumed to be virtual and/or phone call
- b. County will provide background and record data for identified properties

- 3. Compensation.** Benton County agrees to pay Consultant \$ 17,500 as a 'Not to Exceed' fee for this work assignment. Consultant shall not perform any extra, further, or additional services for which it will request additional compensation from the County without providing an amended estimate and/or additional work assignment estimate to the County and receiving written approval from the County.

Benton County Signature: _____

Date: _____

Safe Built, LLC Signature: 

Date: 9.28.20



Safe Built, LLC.

SPECIALIZED SERVICES RATE SCHEDULE	
Service Description	Hourly Rate
Technical Review Services (Principal)	\$ 195.00
General Consulting and Review Services (Assistant)	\$ 135.00
Clerical/Administrative/Accounting	\$ 85.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/20/2020
Subject:	Line Item Transfer – Public Safety Tax, Adult Drug Court
Presenter:	Tiffany Deaton
Prepared By:	Tiffany Deaton
Reviewed By:	Carrie Runge, Presiding Judge

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

Summary / Background Information

Request for a line item transfer of funds to accurately cover the costs incurred consistent with the Auditor's coding.

Fiscal Impact

No fiscal impact. All funds are within the Adult Drug Court, Public Safety Tax 2019-2020 budget.

Recommendation

Recommend approval.

Suggested Motion

I move to approve Resolution No. _____ authorizing Line Item Transfer in the amount of \$3,326.00 as outlined on Exhibit "A" of the Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, 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: Commissioners; Auditor; File, Superior Court

Prepared by: T. Deaton

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult Drug CourtDept Nbr: 138Fund Name: Public Safety TaxFund Nbr: 0148101

TRANSFER FROM: Adult Drug Court

TRANSFER TO: Adult Drug Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.213	1542	Receptionist/Secretary	\$ 400	512.213	2119	Paid Family Leave Act	\$ 400
512.213	4102	Contract Services	\$ 2,856	512.213	3101	Supplies	\$ 2,856
512.213	4905	Training	\$ 70	512.213	4901	Association Dues	\$ 70
TOTAL			\$ 3,326	TOTAL			\$ 3,326

Explanation: 2019-2020 Budget. Transfer of funds to accurately cover the costs incurred consistent with the Auditor's coding.

Prepared by: Tiffany Deaton, Superior Court AdministratorDate: 06-Oct-2020Approved ☐ Denied ☐

Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: 10/20/2020		
Subject: Expenditure Coding Corrections		
Presenter: Tiffany Deaton		
Prepared By: Tiffany Deaton		
Reviewed By: Carrie Runge, Presiding Judge		
Type of Agenda Item:	Type of Action Needed:	
☒ Consent Agenda	☐ Discussion Only (1 st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

In 2019 the Benton and Franklin Counties percentage rates for the Adult Drug Court Program were established to represent Benton County's responsibility @ 82% and Franklin County's responsibility @ 18%. In 2020, the percentage rates changed to represent Benton County's responsibility @ 71.43% and Franklin County's responsibility @ 28.57%. The requested Coding Corrections are necessary to adequately distribute the funds between Adult Drug Court Public Safety Tax Fund and Current Expense Fund to cover the anticipated expenditures for August - December 2020.

Fiscal Impact

No fiscal impact. In 2020, Franklin County's percentage rate allocation increased and Benton County's percentage rate allocation decreased. The current budgeted funds in 0148101, Public Safety Tax – Adult Drug Court and 0000101, Current Expense – Adult Drug Court will cover the expenditures per the Expenditure Coding Corrections.

Recommendation

Recommend approval.

Suggested Motion

I move to approve Resolution No. _____ authorizing Expenditure Coding Corrections in the amount of \$23,276.59 as outlined on Exhibit "A" of the Resolution.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION WITHIN
PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 138
TO CURRENT EXPENSE NUMBER 0000101, DEPARTMENT 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: Commissioners; Auditor; File, Superior Court

Prepared by: T. Deaton

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

EXHIBIT "A"

FUND NUMBER: 0148101 to 0000101
DEPARTMENT NUMBER: 138
FUND NAME: Public Safety Tax Fund - Adult Drug Court to Current Expense - Adult Drug Court

TRANSFER FROM:				TRANSFER TO:			
BASE SUB	LINE ITEM	LINE ITEM	AMOUNT	BASE SUB	LINE ITEM	LINE ITEM	AMOUNT
6 digit	4digit	Name		6 digit	4digit	Name	
512.213	1536	Drug Court Coordinator	3,663.69	512.215	1536	Drug Court Coordinator	3,663.69
512.213	1496	Drug Court Case Manager	9,000.00	512.215	1496	Drug Court Case Manager	9,000.00
512.213	1542	Receptionist / Secretary	3,000.00	512.215	1542	Receptionist / Secretary	3,000.00
512.213	2102	Social Security (FICA)	1,300.00	512.215	2102	Social Security (FICA)	1,300.00
512.213	2103	Medical Insurance	4,000.00	512.215	2103	Medical Insurance	4,000.00
512.213	3501	Small Equipment	37.90	512.215	3501	Small Equipment	37.90
512.213	4102	Contract Services	2,500.00	512.215	4102	Contract Services	2,500.00
512.213	4103	Professional Services	2,275.00	512.215	4103	Professional Services	2,275.00
TOTAL			\$ 25,776.59	TOTAL			\$ 25,776.59

Explanation: 2019-2020 Budget: In 2019 the Benton and Franklin Counties percentage rates for the Adult Drug Court Program were established to represent Benton County's responsibility @ 82% and Franklin County's responsibility @ 18%. In 2020, the percentage rates changed to represent Benton County's responsibility @ 71.43% and Franklin County's responsibility @ 28.57%. The requested Coding Corrections are necessary to adequately distributes the funds between Adult Drug Court Public Safety Tax Fund and Current Expense Fund to cover the anticipated expenditures for August - December 2020.

Prepared by: Tiffany Deaton, Superior Court Administrator

Date: 10/6/20

Approved ☐

Denied ☐

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020		
Subject:	Execute OMNIA Partners Agreement and authorization to register with OMNIA, a cooperative purchasing agency		
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 (1 st)	☐ Pass Motion	
☐ Public Hearing	☐ Discussion Only (2 nd)	☒ Pass Resolution	
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance	
	☐ Sign Letter/Document	☒ Execute Contract	

Summary / Background Information

Per RCW 39.34 public agencies may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise. Benton County desires to arrange for making cooperative purchases of certain goods and services with National Intergovernmental Purchasing Alliance Company, a Delaware Corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California Limited Liability Company d/b/a U.S. Communities (collectively OMNIA Partners).

OMNIA Partners contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations to assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide.

County departments may use the competitively solicited contracts of OMNIA Partners as well as H-GAC, Sourcewell and other cooperative purchasing agencies that Benton County is a member of and the Washington State Department of Enterprise Services (the State Contract) to determine the best purchases for Benton County.

All government agencies are eligible to become members of OMNIA Partners. There are no annual membership dues required to purchase through OMNIA Partners.

The benefits of being a member of OMNIA Partners include:

- having access to volume purchasing and discounts;
- not having the costs associated with publishing legal notices;
- having an expedited procurement process because OMNIA prepares the specifications and satisfies all the other requirements for competitive bids and proposals.

The Director of Operations and Capital Programs believes it is financially responsible and in the best interest of the County to become members with cooperative purchasing agencies such as OMNIA Partners.

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

Director of Operations and Capital Programs recommends the Board approve the Agreement with OMNIA Partners and authorize the Chairman to execute said Agreement and authorize the Director of Operations and Capital Programs to take such action as is necessary to register Benton County as a member with OMNIA Partners.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH OMNIA PARTNERS, AND AUTHORIZE THE DIRECTOR OF OPERATIONS AND CAPITAL PROGRAMS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO REGISTER BENTON COUNTY AS A MEMBER WITH OMNIA PARTNERS, A COOPERATIVE PURCHASING AGENCY

WHEREAS, Benton County desires to arrange for making cooperative purchases of goods and services with National Intergovernmental Purchasing Alliance Company, a Delaware Corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California Limited Liability Company d/b/a U.S. Communities (collectively OMNIA Partners), and it is in the best interests of the County that such an arrangement be carried out; and

WHEREAS, pursuant to the provisions of RCW 39.34, Benton County may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise; and

WHEREAS, OMNIA Partners contracts have been competitively solicited by a lead public agency in accordance with their public purchasing rules and regulations to assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved as to form and it is recommended by the Director of Operations and Capital Programs that Benton County register as a member with OMNIA Partners under the terms and conditions set forth in the attached Agreement, **NOW, THEREFORE,**

BE IT RESOLVED the Benton County Board of Commissioners hereby approves the attached Agreement between Benton County and National Intergovernmental Purchasing Alliance Company, a Delaware Corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California Limited Liability Company d/b/a U.S. Communities (collectively OMNIA Partners) and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said Agreement; and

BE IT FURTHER RESOLVED the Director of Operations and Capital Programs is hereby authorized and directed to take such action as is necessary to register Benton County as a member with OMNIA Partners.

Dated this 20th day of October 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby

acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-

procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**



Authorized Signature
James Beaver

Name
Chairman, Board of County Commissioners
~~Benton County~~
Title and Agency Name

Date

Approved as to form:



Reid Hay, Deputy Prosecuting Attorney

10/8/20
Date

Version January 30, 2020

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting
Title

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020
Subject:	Execute BuyBoard Agreement and authorization to register with BuyBoard, a cooperative purchasing agency
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Robert Blain
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☒ Execute Contract

Summary / Background Information

Per RCW 39.34 public agencies may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise. Benton County desires to arrange for making cooperative purchases of certain goods and services with The BuyBoard National Purchasing Cooperative (BuyBoard).

BuyBoard is a public agency, created and authorized in compliance with the laws of the State of Maryland and the State of Rhode Island to provide cooperative procurement contracts that assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; this is accomplished through competitively solicited contracts for products through their cooperative purchasing program.

County departments may use the competitively solicited contracts of BuyBoard as well as H-GAC, Sourcewell and other cooperative purchasing agencies that Benton County is a member of and the Washington State Department of Enterprise Services (the State Contract) to determine the best purchases for Benton County.

All government agencies are eligible to become members of BuyBoard. There are no annual membership dues required to purchase through BuyBoard.

The benefits of being a member of BuyBoard include:

- having access to volume purchasing and discounts;
- not having the costs associated with publishing legal notices;
- having an expedited procurement process because BuyBoard prepares the specifications and satisfies all the other requirements for competitive bids and proposals.

The Director of Operations and Capital Programs believes it is financially responsible and in the best interest of the County to become members with cooperative purchasing agencies such as BuyBoard.

Fiscal Impact

Amount: None

Fund: N/A

Recommendation

Director of Operations and Capital Programs recommends the Board approve the Agreement with BuyBoard and authorize the Chairman to execute said Agreement and authorize the Director of Operations and Capital Programs to take such action as is necessary to register Benton County as a member with BuyBoard.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO EXECUTE AN AGREEMENT WITH THE BUYBOARD NATIONAL PURCHASING COOPERATIVE, AND AUTHORIZE THE DIRECTOR OF OPERATIONS AND CAPITAL PROGRAMS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO REGISTER BENTON COUNTY AS A MEMBER WITH THE BUYBOARD NATIONAL PURCHASING COOPERATIVE, A COOPERATIVE PURCHASING AGENCY

WHEREAS, Benton County desires to arrange for making cooperative purchases of goods and services with The BuyBoard National Purchasing Cooperative (BuyBoard), and it is in the best interests of the County that such an arrangement be carried out; and

WHEREAS, pursuant to the provisions of RCW 39.34, Benton County may enter into intergovernmental cooperative purchasing agreements with other public agencies in order to allow the parties of said agreements to cooperatively purchase or acquire supplies, equipment, and materials under contract and to utilize each other's contracts, as needs arise; and

WHEREAS, BuyBoard is a public agency, created and authorized by Maryland and Rhode Island law to provide cooperative procurement contracts that assist public agencies in reducing the cost of purchased goods through pooling the purchasing power of public agencies nationwide; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved as to form and it is recommended by the Director of Operations and Capital Programs that Benton County register as a member with BuyBoard under the terms and conditions set forth in the attached Agreement, **NOW, THEREFORE,**

BE IT RESOLVED the Benton County Board of Commissioners hereby approves the attached Agreement between Benton County and The BuyBoard National Purchasing Cooperative and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said Agreement; and

BE IT FURTHER RESOLVED the Director of Operations and Capital Programs is hereby authorized and directed to take such action as is necessary to register Benton County as a member with BuyBoard.

Dated this 20th day of October 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between The National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I.GEN.LAWS § 16-2-9.2 (2009); and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated May 26, 2010, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
3. **Termination.**
 - (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.
5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by

mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application (BuyBoard) during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc., and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative. Notwithstanding the foregoing, the Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on the Cooperative Member. The Cooperative shall promptly notify all Cooperative Members in writing of any Bylaw amendment, policy or procedure change.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.
9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:
 - a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.
 - b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - d) All requirements—local or state—for a third party to approve, record or authorize the Agreement have been met.
10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, INCLUDING THE NATIONAL SCHOOL BOARDS ASSOCIATION (NSBA) AND THE TEXAS ASSOCIATION OF SCHOOL BOARDS, INC. (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS, SPONSORS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;

- (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;
- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's Endorsers, Sponsors and Servicing Contractors (defined in Paragraph 11, above) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

- 12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 14. **Notice.** Any written notice to the Cooperative may be given by e-mail to NSBA at BuyBoard@nsba.org; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, 1680 Duke Street FL2, Alexandria, VA, 22314; or other mode of delivery typically used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by e-mail to the Cooperative Member's Coordinator or other e-mail address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or other mode of delivery typically used in commerce and accessible to the intended recipient.
- 15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17. **Authority.** By the execution and delivery of this Agreement, each undersigned individual represents that he or she is authorized to bind the entity that is a party to this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Director, Member & Leadership Services
National School Boards Association
On behalf of the National Purchasing Cooperative

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

Benton County

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member
James Beaver, Chairman, Board of County Commissioners

Printed name and title of authorized representative

Approved as to form:

Coordinator for the
Cooperative Member is: Shannon Christen

Name
Contract Coordinator

Title
P. O. Box 1001

Mailing Address
Prosser

City
WA 99350

State Zip Code
509-786-5611

Telephone
N/A

Fax
shannon.christen@co.benton.wa.us

Email



Reid Hay, Deputy Prosecuting Attorney
10/8/20

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: 10/20/2020	
Subject: Line Item Transfer – Current Expense, Adult Drug Court	
Presenter: Tiffany Deaton	
Prepared By: Tiffany Deaton	
Reviewed By: Carrie Runge, Presiding Judge	
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance

Summary / Background Information

Request for a line item transfer of funds to accurately cover the costs incurred consistent with the Auditor's coding.

Fiscal Impact

No fiscal impact. All funds are within the Adult Drug Court, Current Expense 2019-2020 budget.

Recommendation

Recommend approval.

Suggested Motion

I move to approve Resolution No. _____ authorizing Line Item Transfer in the amount of \$6,835.00 as outlined on Exhibit "A" of the Resolution.

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: Commissioners; Auditor; File, Superior Court

Prepared by: T. Deaton

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Adult Drug CourtDept Nbr: 138Fund Name: Current ExpenseFund Nbr: 0000101

TRANSFER FROM: Adult Drug Court

TRANSFER TO: Adult Drug Court

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.215	1496	Drug Court Case Manager	\$ 5,500	512.215	1536	Drug Court Coordinator	\$ 5,500
512.215	1542	Receptionist/Secretary	\$ 120	512.215	2119	Paid Family Leave Act	\$ 120
512.215	4102	Contract Services	\$ 1,150	512.215	3101	Supplies	\$ 1,150
512.215	4905	Training	\$ 65	512.215	4901	Association Dues	\$ 65
TOTAL			\$ 6,835	TOTAL			\$ 6,835

Explanation: 2019-2020 Budget. Transfer of funds to accurately cover the costs incurred consistent with the Auditor's coding.

Prepared by: Tiffany Deaton, Superior Court AdministratorDate: 06-Oct-2020Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020	Memo Date:	October 7, 2020
Subject:	SPV 2020-002 - Vacation of the 10 Foot Irrigation Easement-Jansen Banta		
Presenter:	Michelle Cooke, Principal Planner		
Prepared By:	Donna Hutchinson		
Reviewed By:	Greg Wendt		
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion	
☒ Public Hearing	☒ Decision / Direction	☐ Pass Resolution	
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance	
		☐ Execute Contract	

Summary / Background Information

On October 11, 1993, Short Plat 1971 consisting of four (4) lots was recorded, which created a 10-foot irrigation easement running North to South through the east half of the Short Plat. In June 2020, Lots 3 and 4 of this short plat were re-subdivided creating Short Plat 2506 which continued to identify the 10-ft irrigation easement. The owner of Lot 3 of Short Plat 2506 has applied for a short plat vacation requesting that the easement noted above be vacated from Lot 3 of Short Plat 2506.

Owners of property within 300 feet of the outer perimeter of Lot 3 of Short Plat 2506 have been notified, and the owner of Lot 3 of Short Plat 2506 has signed the short plat vacation application. All concerned agencies such as the Benton County Fire Marshal, the Benton-Franklin Health Department, the Benton County Department of Public Works and any utility companies have been notified of this proposal. The Kennewick Irrigation District has commented that they would not have any requirements since a 5' irrigation easement currently exists along the turnaround easement located on Lot 3.

Fiscal Impact - None

Recommendation

It is the recommendation of the Planning Department that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends approval of the proposed vacation of 10-foot irrigation easement running North to South through the east half of Lot 3 of Short Plat 2506.

Suggested Motion

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approves the vacation of the 10-foot irrigation easement running North to South through the east half of Lot 3 of Short Plat 2506 in Section 20, Township 8 North, Range 28 East, W.M..

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF A 10-FOOT
IRRIGATION EASEMENT ON LOT 3 OF SHORT PLAT 2506, IN SECTION 20, TOWNSHIP 8 NORTH, RANGE
28 EAST, W.M. APPLICANT: JASEN BANTA PARCEL NUMBER 1-2088-101-2506-003, FILE NUMBER - SPV
2020-002

WHEREAS, the Board of County Commissioners did conduct a public hearing on Tuesday, October 20, 2020
at 9:00 a.m. in the Commissioners Meeting Room, Benton County Justice Center, Kennewick; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by these
easements; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of
County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agrees with the summary report from the Benton County
Planning Department, retained in File No. SPV 2020-002; and,

WHEREAS, the 10-foot irrigation easement to be vacated runs North to South through the east half of Lot
3 of Short Plat 2506; and,

WHEREAS, it further appears that the vacation of the above-mentioned easement would not unduly
jeopardize the health, safety, welfare and public good; NOW THEREFORE,

BE IT RESOLVED, that the vacation of the 10-foot irrigation easement running North to South in the East
Half of Lot 3 of Short Plat 2506 which is located the East Half of the Northeast Quarter of Section 20,
Township 8 North, Range 28 East, W.M. is hereby approved.

Dated this 20th 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

djh

This aerial map displays a residential neighborhood with various streets and property lots. The streets shown include E Badger Meadow Dr, Country Meadows Ln, Country Heights Drive, Spirit Ln, and SE Prairie SE. Numerous lot numbers are visible, such as 117883020006012, 120881012506003, 120881012505010, and 121882012093004. A specific lot, 120881012506003, is highlighted with a red outline and labeled 'SITE' in blue text. The map also shows a winding road on the left side and a grid of property boundaries.

SITE

PORT PLATTED PROPERTY'S
SEMENTS ARE FOR THE USE,
ER, TELEPHONE, CABLE AND
THROUGH SAID TRACT.

RE SUBJECT TO CHANGE UNTIL
SHORT PLAT IS DETERMINED.

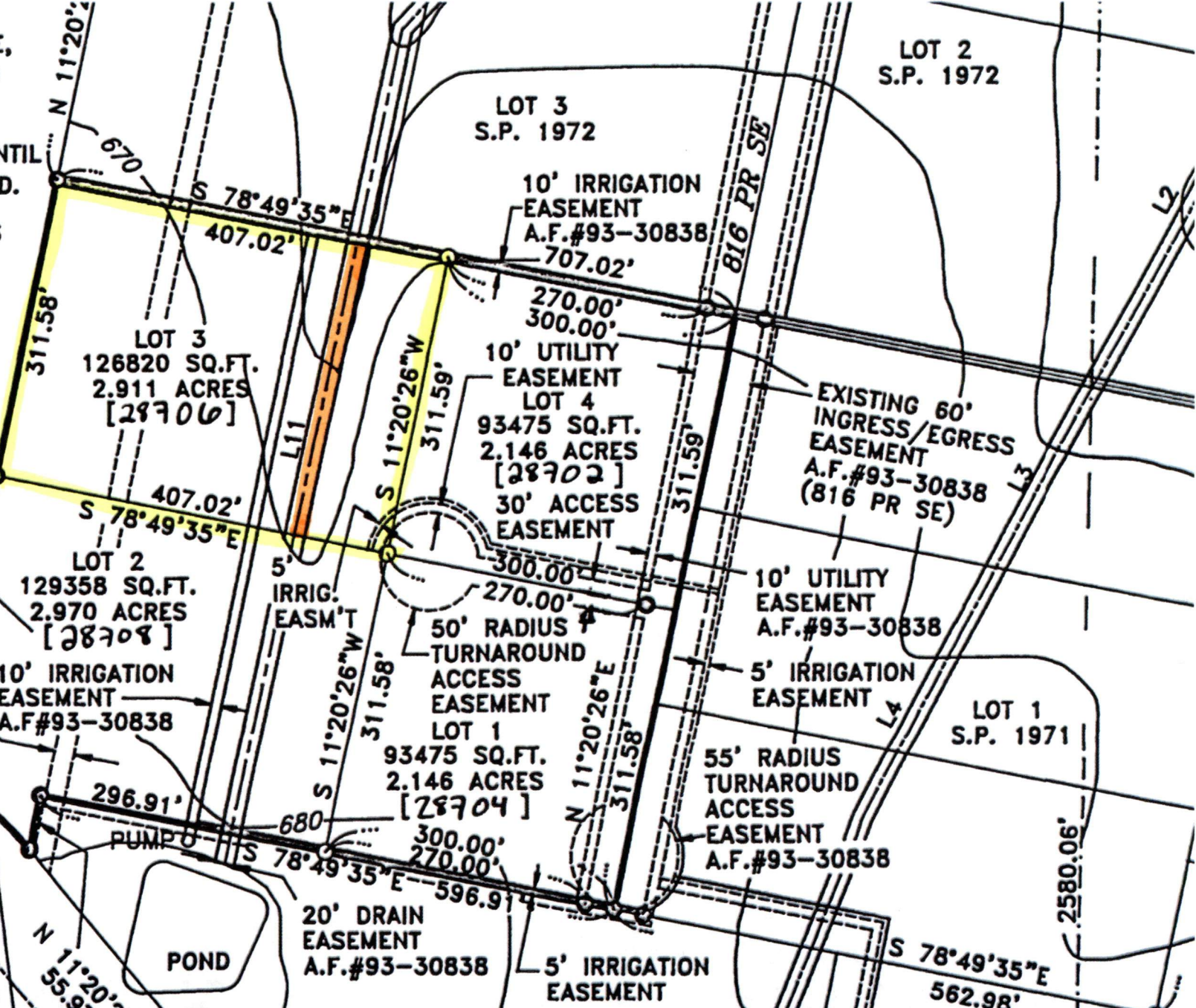
ET BACK FROM ALL ACCESS

STERN BORDER OF THIS
THE WEST EDGE OF THE

ED IN A.F.#329931,
RE AND ARE NOT

DRAINAGE EASEMENT
AREA CLASSIFIED AS
ND EXISTING 20'
NO P.U.D. EASMT
ISSUED A.F.#671958
CONSISTANCY
LOPMENT ARE
UCTURAL INTEGRITY.

FND.
1/2" REBAR
'A.D.STANLEY'
CANAL
STATION
973+62.18
N 11°20'26"E
55.9'



NOTES:

1. BASIS OF BEARING BEING A RECORD SURVEY RECORDED IN BOOK 1 OF SURVEYS, PAGE 1599, RECORDS OF BENTON COUNTY, WASHINGTON
2. $\odot$ = SET 5/8" X 24" REBAR WITH YELLOW CAP STAMPED 'RSI-JAB 21384'.
3. $\odot$ = FND. 5/8" REBAR WITH YELLOW CAP STAMPED 'ROGERS 12385' OR AS NOTED.
4. (R)= RECORD, (C)= COMPUTED, (M)= MEASURED
5. EQUIPMENT AND PROCEDURES USED: LIETZ SET 3 TOTAL STATION; CLOSED TRAVERSE AND RADIAL SURVEY METHODS USED.
6. BENTON COUNTY IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF PRIVATE INGRESS-EGRESS EASEMENTS.
7. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATION, OR RESPONSIBILITY FOR THE UPLINK, MAINTENANCE, OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED OUTSIDE COUNTY ROAD RIGHT OF WAY.
8. THE 60 FOOT INGRESS/EGRESS EASEMENT LABELED AS 816 PR SE SHALL BE CONSTRUCTED TO A MINIMUM WIDTH OF 20 FEET WITH EITHER (a) A 6 INCH BASE ROCK MATERIAL COVERED WITH BITUMINOUS SURFACE TREATMENT (BST); OR (b) A 3 INCH BASE ROCK MATERIAL COVERED WITH RECYCLED ASPHALT PRODUCT (RAP) OF A THICKNESS OF AT LEAST 3 INCHES; FROM BADGER ROAD TO THE NORTH PROPERTY LINE OF LOT 2 OF SHORT PLAT 1971. THE CONSTRUCTION OF THE ROAD CAN BE PHASED BASED ON THE DEVELOPMENT OF THE LOTS. PRIOR TO ANY BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMITS BEING ISSUED FOR LOTS CONTAINED IN SHORT PLAT APPLICATION SHP 98-38 THAT PORTION OF 816 PR SE SHALL BE SURFACED WITH BST OR RAP TO THE SOUTH PROPERTY LINE OF LOT 1 WITHIN SHORT PLAT APPLICATION SHP 98-38. PRIOR TO ANY BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMITS BEING ISSUED FOR LOTS CONTAINED IN SHORT PLAT APPLICATION SHP 98-39 THAT PORTION OF 816 PR SE SHALL BE SURFACED WITH BST OR RAP TO THE SOUTH PROPERTY LINE OF LOT 1 WITHIN SHORT PLAT APPLICATION SHP 98-39. PRIOR TO ANY BUILDING OR FAS PERMITS BEING ISSUED FOR ANY OF THE LOTS CONTAINED IN SHORT PLAT APPLICATIONS SHP 98-40, SHP 98-41 AND/OR SHP 98-42, THE ENTIRE LENGTH OF 816 PR SE SHALL BE SURFACED WITH BST OR RAP. ALL OTHER ACCESS EASEMENTS IN THE SHORT PLATS MUST BE CONSTRUCTED TO THE FIRE ACCESS ROAD STANDARDS PRIOR TO THE OCCUPANCY OF ANY STRUCTURE.
9. NO BUILDING PERMITS FOR BUILDINGS REQUIRING POTABLE WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED POTABLE WATER SUPPLY IS PROVIDED.
10. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS AND MAINTENANCE BY THE SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS OF MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND AND OTHER DEFINED UTILITIES, TO AND OR THROUGH SAID TRACT.
11. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE SHORT PLAT IS DETERMINED.
12. ALL STRUCTURES MUST BE AT LEAST 25 FEET BACK FROM ALL ACCESS EASEMENTS.
13. THE PROPERTY CORNER PINS ALONG THE EASTERN BORDER OF THIS SHORT PLAT HAVE BEEN OFFSET 30 FEET TO THE WEST EDGE OF THE PRIVATE ROAD.
14. THE EASEMENTS CREATED BY DEEDS RECORDED IN A.F.#329931, 329932 AND 332869 ARE BLANKET IN NATURE AND ARE NOT GRAPHICALLY DEPICTED ON THIS SHORT PLAT.
15. PORTIONS OF THIS SHORT PLAT NEAR THE DRAINAGE EASEMENT ARE LOCATED WITHIN A CRITICAL RESOURCE AREA CLASSIFIED AS GEOLOGICALLY HAZARDOUS (STEEP SLOPES AND EXISTING 20' LANDSLIDES, I.E., AREAS OVER 15% SLOPE). NO P.U.D. EASMT BUILDING PERMITS OR FAS PERMITS WILL BE ISSUED A.F.#671958 ON THESE AREAS UNTIL A DETERMINATION OF CONSISTENCY IS ISSUED FINDING THAT THE SITE AND DEVELOPMENT ARE ASSURED OF LONG TERM STABILITY AND STRUCTURAL INTEGRITY.

SHORT PLAT NO. 2506

PREPARED UNDER SHORT PLAT ORDINANCE NO.103
LOT 3 AND LOT 4, SHORT PLAT NO. 1971,
LOCATED IN A PORTION OF SECTION 20,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

LOTS 3 AND LOT 4, SHORT PLAT 1971, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1971, RECORDS OF BENTON COUNTY, WASHINGTON.

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN HEREON.

Oliver E. Hue
OLIVER E. HUE

Margaret L. Hue
MARGARET L. HUE

ACKNOWLEDGEMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON

THIS IS TO CERTIFY THAT ON THIS 4 DAY OF June, 2000, PERSONALLY APPEARED BEFORE ME, OLIVER E. HUE AND MARGARET L. HUE, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUAL(S) IN AND WHO EXECUTED THE FOREGOING OWNERS CERTIFICATE, AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Donna M. Nuttselman
NOTARY PUBLIC IN AND FOR THE STATE OF WA

RESIDING AT *Richland*

MY COMMISSION EXPIRES: *9/21/02*

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2000. *1-2000-101-1971-003, 1-2000-101-1971-007*
Darwin W. Risher by Kyu Thia *6-15-00*
BENTON COUNTY TREASURER DATE

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

Tim A. Mank
BENTON COUNTY SHORT PLAT ADMINISTRATOR

6/15/00
DATE

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THIS DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17-310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 2000 A.D.

James L. Egan
KENNEWICK IRRIGATION DISTRICT

6/9/00
DATE

SURVEYOR'S CERTIFICATION

I JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REG# 21384) HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

6-9-00
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF *Oliver Hue* AT *4:09 P.M.*
THIS *15* DAY OF *June*, 2000 A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE *2506*, RECORDS OF BENTON COUNTY, WASHINGTON.

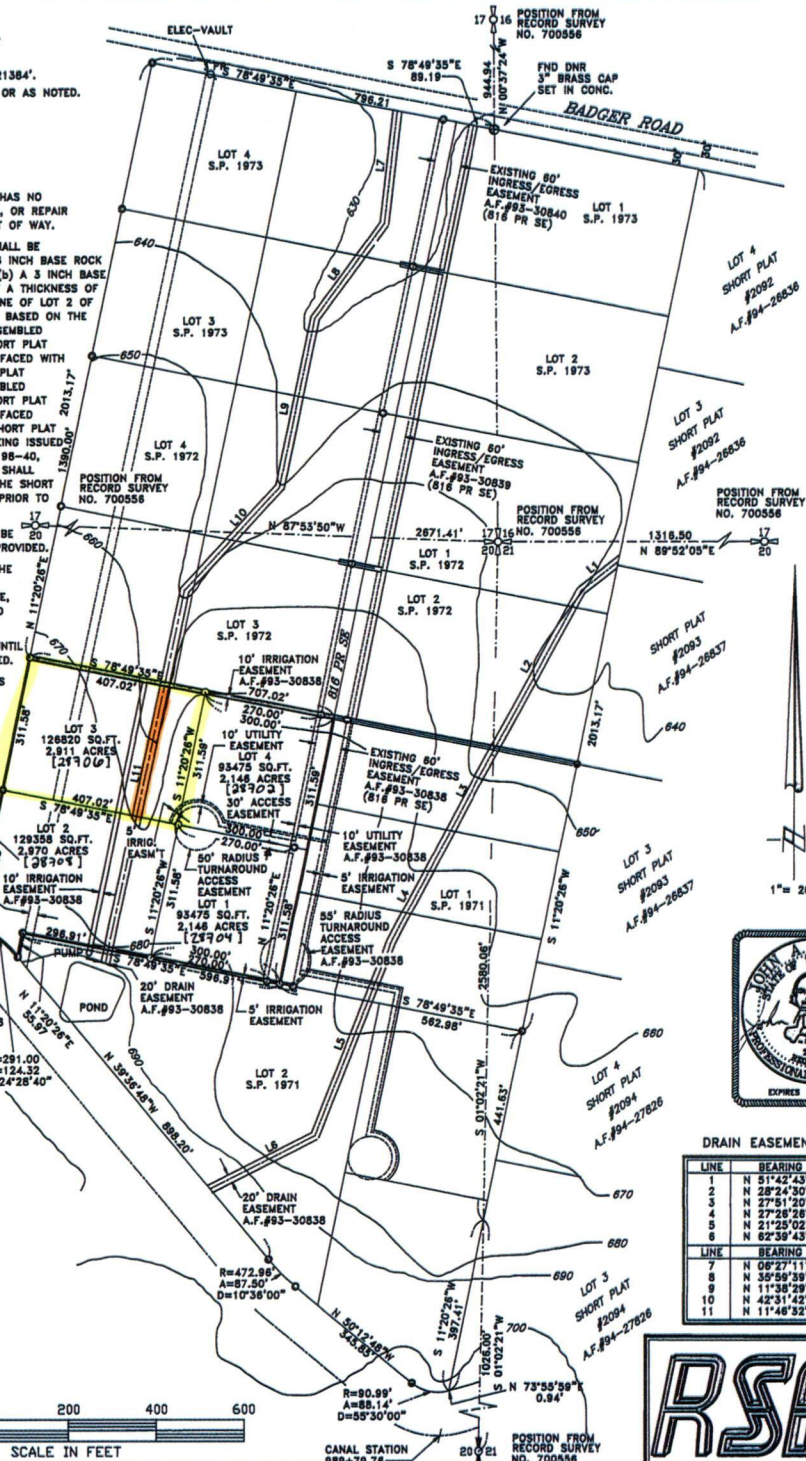
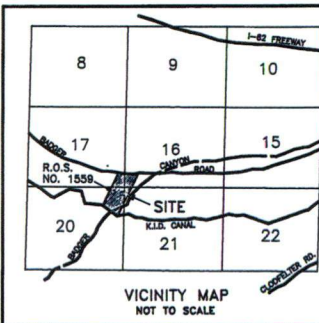
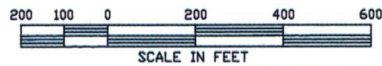
Bobbie Gagner by Ed Manna
BENTON COUNTY AUDITOR *Rep Aud.*

2000-015088
FEE NUMBER

REV: 8-8-2000

CLIENT	ED & MARGARET HUE	JOB	8898
PROJECT	SHORT PLAT		
	LOTS 3 & 4, SHORT PLAT NO. 1971		
DWN. BY	RPJ	SCALE 1"= 200'	F. & B. NO. SDR
APPROVED	JAB	DATE 7-16-98	FILE: 8898-3.DWG
			SHEET 1
			OF 1

ROGERS SURVEYING INC.
745 COLUMBIA DRIVE
RICHLAND, WA. 99352
PHONE (509) 627-5656



DRAIN EASEMENT TABLE

LINE	BEARING	DISTANCE
1	N 51°42'43"E	107.60'
2	N 28°24'30"E	417.42'
3	N 27°51'20"E	276.84'
4	N 27°28'28"E	223.02'
5	N 21°25'02"E	469.88'
6	N 62°39'43"E	287.39'

LINE	BEARING	DISTANCE
7	N 06°27'11"E	258.85'
8	N 39°09'39"E	287.97'
9	N 11°39'29"E	396.78'
10	N 42°31'42"E	316.85'
11	N 11°46'52"E	874.57'

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT AND THAT THIS PROPERTY IS CLASSIFIED AS IRRIGABLE LAND AND IS ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

Kennewick Irrigation District
KENNEWICK IRRIGATION DISTRICT

9/23/93
DATE

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN HEREON.

Oliver E. Hue
OLIVER E. HUE

Margaret L. Hue
MARGARET L. HUE

SHORT PLAT NO. 1971

PREPARED UNDER BENTON COUNTY SHORT PLAT ORDINANCE NO.103

SECTIONS 20,21, T.8N., R.28E., W.M.
BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21, THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, ALL IN TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT 8 OF STATE PLAT OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., AS RECORDED IN VOLUME 8 OF PLATS, PAGE 17, RECORDS OF BENTON COUNTY, WASHINGTON, BEING ALSO THE INTERSECTION OF THE WEST LINE OF SAID SECTION 16, AND THE SOUTHERLY MARGIN OF BADGER ROAD RIGHT-OF-WAY; THENCE S.78°49'35"E ALONG THE NORTH LINE OF SAID TRACT 8 A DISTANCE OF 473.79 FEET; THENCE S.11°20'26"W A DISTANCE OF 1380.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S.11°20'26"W A DISTANCE OF 1462.22 FEET TO THE NORTHERLY MARGIN OF THE KENNEWICK IRRIGATION DISTRICT MAIN CANAL DIVISION THREE RIGHT-OF-WAY SAID POINT BEING OPPOSITE CANAL STATION 989+79.76; THENCE NORTHWESTERLY ALONG SAID NORTHERLY MARGIN TO A POINT OPPOSITE CANAL STATION 973+62.18; THENCE N.11°20'26"E A DISTANCE OF 623.17 FEET; THENCE S.78°49'35"E A DISTANCE OF 1270.00 FEET TO THE TRUE POINT OF BEGINNING, (ALSO KNOWN AS TRACT 3 OF SURVEY RECORDED UNDER A.F.#92-15965, RECORDS OF BENTON COUNTY, WASHINGTON).

CONTAINING 31.69 ACRES

ACKNOWLEDGEMENT

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

THIS IS TO CERTIFY THAT ON THIS 24th DAY OF Sept. 1993 PERSONALLY APPEARED BEFORE ME OLIVER E. HUE AND MARGARET L. HUE, HUSBAND AND WIFE, WHO KNOW TO BE THE INDIVIDUAL(S) IN AND WHO SIGNED THE FOREGOING "OWNERS CERTIFICATE", AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR VOLUNTARY ACT AND DEED IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

Valle M. Rasmussen
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT *Benton City*
MY COMMISSION EXPIRES: *03/08/94*



APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 1993
Clayton L. Oliver by Stamp
BENTON COUNTY TREASURER DATE *10/11/93*

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

Tom A. Mendenhall
BENTON COUNTY SHORT PLAT ADMINISTRATOR DATE *10/11/93*

SURVEYOR'S CERTIFICATION

I RICHARD A. ROGERS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REG# 12345) HEREBY CERTIFY THAT THE SHORT PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

5/10/93
DATE

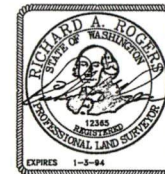
AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF *OLIVER E. HUE* AT *1:21 PM*, THIS *11th* DAY

OF *October*, 199*3* A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS, AT

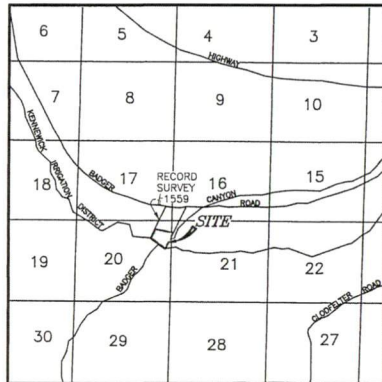
PAGE *1971*, RECORDS OF BENTON COUNTY, WASHINGTON.

Bobbie Gagner by John Nunn
BENTON COUNTY AUDITOR DATE *10/11/93 93-30838*

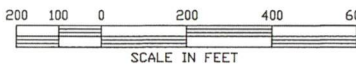


RSI ROGERS SURVEYING INC.
745 COLUMBIA DRIVE
RICHLAND, WA. 99362
PHONE (509) 627-5656

CLIENT	ED & MARGARET HUE	JOB	26792
PROJECT	SHORT PLAT SEC. 20,21, T.8N., R.28E., W.M.,		
DRN. BY	RAR	SCALE	1"= 200'
APPROVED	MCF	DATE	5 MAY.1993
		F. B. NO.	SDR
		VERSION	-ACAD10
		FILE	26792-3.DWG
		SHEET	1 OF 1



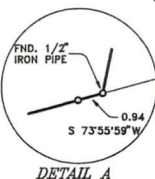
VICINITY MAP
n.t.s.



SCALE IN FEET

NOTES:

1. BASIS OF BEARING BEING A RECORD SURVEY RECORDED IN BOOK 1 OF SURVEYS, PAGE 1559, RECORDS OF BENTON COUNTY, WASHINGTON
2. O = SET 5/8" X 24" REBAR WITH YELLOW CAP STAMPED "ROGERS 12356"
3. @ = FND. 5/8" REBAR WITH YELLOW CAP STAMPED "ROGERS 12356"
4. (R)= RECORD, (C)= COMPUTED, (M)= MEASURED
5. THE COUNTY OF BENTON IS NOT RESPONSIBLE FOR THE CONSTRUCTION OR MAINTENANCE OF PRIVATE INGRESS-EGRESS EASEMENTS.
6. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATION, OR RESPONSIBILITY FOR THE UPKEEP, MAINTENANCE, OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED OUTSIDE COUNTY ROAD RIGHT-OF-WAY.
7. THESE LOTS MAY CONTAIN SPECIFIC RESTRICTIONS AND/OR LIMITATIONS REGARDING THE USE OF ON SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN DISTRICT HEALTH DEPARTMENT SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION.
8. NO BUILDING OR MANUFACTURED HOME PLACEMENT PERMIT SHALL BE ISSUED UNTIL AN ACCESS IS CONSTRUCTED TO THE FOLLOWING STANDARDS: GRADING AND COMPACTING WITH TWO (2) INCHES OF GRAVEL TO WIDTH OF TWENTY (20) FEET.
9. NO BUILDING PERMITS FOR BUILDINGS REQUIRING POTABLE WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED POTABLE WATER SUPPLY IS PROVIDED.
10. ADDRESS NUMBER [noted in brackets] WILL BE EFFECTIVE UPON ADOPTION OF THE ADDRESS SYSTEM BY THE BENTON COUNTY BOARD OF COMMISSIONERS. NUMBERS ARE SUBJECT TO CHANGE UNTIL ADOPTION OF THE ADDRESSING SYSTEM AND LOCATION OF ACCESS SERVING EACH LOT.



DETAIL A

Brian Malley

From: Jasen Banta <jasen@banlinconstruction.com>
Sent: Wednesday, October 7, 2020 10:20 AM
To: Brian Malley
Subject: [EXTERNAL] Lot 3 of Short plat 2506 - 10' Irrigation Easement - Vacation

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Malley,

Please revise my Short Plat Vacation application to only vacate the 10' Irrigation easement upon my parcel, Lot 3 of Short Plat 2506.

Thanks for your assistance with this process.

Jasen Banta - Owner
509-430-7311 – Cell
509-586-2000 – Office
509-586-7777 – Fax
www.Banlinconstruction.com



"Committed to Building Lifetime Customers"

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350



Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

SHORT PLAT VACATION APPLICATION

Application No. SPV 2020-002

RECEIVED

SEP 14 2020

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☐ **Applicant/Agent:** Jasen Banta

Benton Co. Planning Dept.

Mailing Address: 28712 S. 816 PR SE City: Kennewick

State: WA ZIP: 99338 Phone: 509-430-7311 Work: 509-430-7311

Email Address: Jasen@banlinconstruction.com

Signature: [Signature] Date: _____

☐ **Property Owner(s)** (if different): Same as above

Mailing Address: _____ City: _____

State: _____ ZIP: _____ Phone: _____ Work: _____

Email Address: _____

Signature: _____ Date: _____

Signatures of Persons with Additional Ownership Interest:

William Riley [Signature] 9-21-20
Print Name Signature Date

Print Name Signature Date

Print Name Signature Date

If the property is owned by a corporation, trust, partnership or LLC please complete the entity signature block below showing that the person signing has the authority to sign on behalf of the company.

ENTITY SIGNATURE BLOCK

Applicant/Legal Owner: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ (name of entity)

WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO PERMIT _____ (name of applicant) TO SUBMIT THIS APPLICATION AND THAT THE

ABOVE SIGNED OFFICER HAS BEEN DULY AUTHORIZED AND INSTRUCTED TO EXECUTE THIS APPLICATION.

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

PARCEL INFORMATION

1. Subject property address: 28712 S. 816 PR SE
 City: Kennewick State: WA ZIP: 99338
2. Parcel number: 1 - 2088 - 101 - 2506 - 003 3. Acreage: 2.91
1-2088-101-2506-002
4. Present use of property: Residence
5. Access: ☐ County Road ☐ State Road/Highway ☒ Private Road
6. Utilities: Power: ☒ Benton PUD ☐ Benton REA
 Sewer: ☒ Septic Tank ☐ City Sewer: (Provider) _____
 Water: ☒ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots
☐ Private System (Provider & Address) _____
☐ City System (Provider) _____
 Gas: ☒ No ☐ Yes: (Provider) _____
 Cable: ☒ No ☐ Yes: (Provider) _____
 Phone: ☒ No ☐ Yes: (Provider) _____
 Irrigation: ☐ No ☒ Private ☐ District: (Provider) _____

REQUEST DESCRIPTION

7. Describe the proposed portion of the plat to be vacated: I am requesting the 10' irrigation easement to be vacated. This particular line has been removed from service and no longer has a connection to any water source. was used years ago to service wheel lines prior to the development.
8. List other parcels that may be affected by this request: _____
9. Give a detailed explanation for the vacation request: I plan on building a horse barn/shelter over the abandoned irrigation line (private). according to the water master the pond that serviced to line has also been filled in.

(FOR STAFF USE ONLY)

Application Complete: Y N

Critical Areas: N Y: _____

Zoning: _____

Reviewed by: _____

Date: _____

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

Margaret Hue
29204 S 816 PR SE
Kennewick, WA 99338
(509)528-0925

September 10, 2020

Benton County Planning/Building Dept.
1002 Dudley Ave
Prosser, WA. 99350

To Whom It May Concern:

My name is Margaret Hue, water master for 816 PR SE HOA. Jason Banta asked for information on the removal of the 10 ft irrigation easement. But I will comment also on the 20 ft drain easement.

First, the 10' irrigation easement existed when we bought the farm in 1986. It ran across SP2506-2 and SP2506-3 was used to connect to a mainline running perpendicular across the northern border of SP2506-3; SP2506-4 and SP2505-1 to allow us to irrigate with hand-lines and wheel-lines when my husband and I farmed the 72 Acres from 1986 until 2002 when that mainline was evacuated and the line was abandoned from use as we no longer used it for wheel-lines. At the time the Short Plat 2506 and 2505 were recorded we were still farming alfalfa with wheel-lines so it wasn't removed from the short plats.

The current irrigation system was changed over after selling parcels with SP 2506 and SP2505. The current 10' irrigation line runs parallel to the 10' utility line for PUD on the southern western border of SP2506-1 from the pump/filter system along SP2506-2 into the cul-de-sac and runs perpendicular in northeastern direction across parcels 2505-3, 2505-2 and 2505-1 continuing to the parcels toward Badger Road. The irrigation line runs under S 816 to the cul-de-sac on SP2506 providing them with water delivery.

As for the drainage easement, originally most drainage would be from when the pond overflowed and wheel-lines or hand-lines were changed, but in 2008 KID approved our irrigation system to be updated and metered out of the weir box underground direct to the pump allowing the evacuation of the use of the pond which has been removed and is now in pasture. The drainage is only from the filter cleaning and rainfall or snow melt, or homeowners watering. It is minimal today compared to when we depended on the usage of the pond and dealt with overflows from usage fluctuation or overflows from power failures.

If you have any questions, please don't hesitate to call me.

Sincerely yours,

A handwritten signature in cursive script that reads "Margaret Hue".

Margaret Hue

Benton County Planning Dept.
102206 E. Wiser Parkway
Kennewick, WA 99338

RE: Irrigation Easement Vacation – Parcel #1-2088-101-2506-003

To Whom It May Concern:

Mr. Banta discussed his plans to submit to the planning department to vacate a 10' irrigation easement that runs through his property. The irrigation line has long been abandoned and a new irrigation main has been ran down the east side of 816 which supply's our residence. I have no issue with Mr. Banta's request to vacate the 10' easement through his property. We have also received and reviewed a copy of the letter provided by Margaret Hue – Water Master for Hue Estates.

Regards,



Signature

28708 S 816 PRSE

Address

Benton County Planning Dept.

102206 E. Wiser Parkway

Kennewick, WA 99338

RE: Irrigation Easement Vacation – Parcel #1-2088-101-2506-003

To Whom It May Concern:

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Regards,



Signature

28806 S 816 Ave Kennewick
99338

Address

Benton County Planning Dept.

102206 E. Wiser Parkway

Kennewick, WA 99338

RE: Irrigation Easement Vacation – Parcel #1-2088-101-2506-003

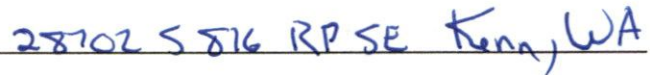
To Whom It May Concern:

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Regards,



Signature



Address

Planning Department

(509) 786-5612

P.O. Box 910

Prosser, WA 99350



www.co.benton.wa.us

planning.department@co.benton.wa.us

Prosser Office: 620 Market Street, 1st Floor

Kennewick Office: 102206 East Wiser Parkway

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING BEFORE THE BENTON COUNTY BOARD OF COMMISSIONERS in the matter of county planning:

SPV 2020-002 - A Short Plat Vacation application by Jasen Banta to vacate the 10-foot irrigation easement running North to South through the east half of Lots 2 and 3 of Short Plat 2506 located approximately 1246 feet South of Badger Road and East of 816 PR SE in Section 20, Township 8 North, Range 28 East, W.M. on Parcel # 1-2088-101-2506-002 and 003

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold public hearings on October 20, 2020 at 9:00 a.m. in the Commissioners Meeting Room. Due to the ongoing and unprecedented COVID-19 emergency, participation in this meeting will only be offered virtually. All concerned persons may virtually appear and present any support for or objection to an application or provide written testimony to the Board of County Commissioners in care of the Planning Department on or before the date of the hearing. Written testimony may be submitted to the Benton County Planning Department PO Box 910 Prosser, WA 99350 by 5 p.m. Monday October 19, 2020.

To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item. We do ask that participants please limit background noise or mute their line to prevent any unnecessary interruption to the meeting.

NOTICE IS FURTHER GIVEN THAT all testimony for or against the proposed amendments and short plat vacation will be taken at this time. All concerned persons may appear and present any support or objections to the proposed amendment. Further Information regarding these files and copies of the proposed amendments are available at no cost from the office of the Benton County Planning Department, Post Office Box 910, Prosser, WA 99350. Telephone: Prosser - (509) 786-5612; Tri-Cities - (509) 736-3086 or on our website at <http://tinyurl.com/BCpublicnotice>.

BASED ON THE TESTIMONY presented at the public hearing, the Board of County Commissioners may approve, disapprove or they may make changes to the proposed ordinances. Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.56) and all other applicable law that may require the release of the documents to the public.

DATED this 2nd day of October 2020.

JAMES BEAVER, Chairman
BENTON COUNTY COMMISSIONERS

Greg Wendt, Planning Manager
Benton County Planning Department

PUBLISH: October 7, 2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020		
Subject:	WATV's on County Roads		
Presenter:	Matt Rasmussen		
Prepared By:	Matt Rasmussen		
Reviewed By:	Jerrod MacPherson		
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☐ Consent Agenda ☒ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☒ Pass Ordinance ☐ Execute Contract		

Summary / Background Information

In 2013 the Washington State Legislature changed the law to allow Wheeled All-Terrain Vehicles (WATV's) to be used on County Roads and City Streets with speed limits of 35 miles per hour and less (RCW 46.09.455). Counties over 15,000 population and all Cities must specifically pass an ordinance allowing the use of WATV's.

In 2014 Benton County considered such an ordinance but ultimately decided against allowing WATV's based on potential risk and the lack of an interconnected network of eligible roads. Earlier this year the County reduced the speed limits on certain roads in the area around the City of Prosser which has prompted renewed public interest in allowing WATV's.

Currently 23 of 39 counties and approximately 32 cities allow WATV's in some fashion. Of our neighboring Counties only Klickitat and Walla Walla allow WATV's and those uses are extremely limited. Klickitat County limits WATV's to the area around the community of Glenwood with approximately 2.75 miles of road and Walla Walla limits to event specific purposes only. The City of Prosser and the City of Kennewick have elected to allow WATV's on their roadways.

On October 1, 2019 staff presented to concept of allowing WATV's on County Roads to the Board. The Board directed staff to prepare a draft ordinance and bring it back for further consideration. The County Engineer along with a representative from the Commissioners Office, the Benton County Sheriffs Office and the Prosecuting Attorneys Office worked in conjunction to prepare draft ordinance language. Delays resulted from the on-going COVID-19 pandemic but the draft language was presented to the Board on August 25, 2020. At that time the Board gave direction to proceed with a public hearing in September or October.

The proposed language is intended to be compatible with the rules in the City of Prosser and City of Kennewick so that WATV users do not encounter significant rule changes when crossing jurisdictional boundaries.

Fiscal Impact

No direct fiscal impact however the potential for increased litigation does exist.

Recommendation

The proposed language has been reviewed by the County Engineer and the Benton County Sheriffs Office. It has also been approved as to form by the Prosecuting Attorney's office. A Resolution adopting the proposed Ordinance should the Board wish to take that action at the conclusion of the hearing.

Suggested Motion

I move to approve a Resolution adopting an Ordinance allowing Wheeled All-Terrain Vehicles on County Roads and adding Chapter 10.13 to the Benton County Code.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING ORDINANCE NUMBER _____ AMENDING THE BENTON COUNTY CODE BY ADDING A NEW CHAPTER TO TITLE 10 ALLOWING WHEELED ALL TERRAIN VEHICLES ON COUNTY ROADS

WHEREAS, the Benton County Board of County Commissioners conducted an open record hearing on October 20, 2020 to take testimony for or against amending the Benton County code to allow Wheeled All-Terrain Vehicles on county roads; and

WHEREAS, a notice of said open record hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on September 30, 2020; and

WHEREAS, the Board did also review written comments submitted in advance of the hearing; and

WHEREAS, after consideration of staff analysis and all written and oral comments submitted at the public hearing, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to allowing the use of Wheeled All-Terrain Vehicles on County Roads, adding a new Chapter to Title 10 to the Benton County Code, be adopted and shall take effect upon the date of approval and signature.

Dated this 20th 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

Commissioners
Public Works

Matt Rasmussen
Doug D'Hondt

ORDINANCE NO. _____

AN ORDINANCE relating to allowing the use of Wheeled All-Terrain Vehicles on County Roads and adding a new chapter to Title 10 of the Benton County Code.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. PURPOSE. The purpose of this ordinance is to provide for the use of wheeled all-terrain vehicles on designated County Roads.

SECTION 2. APPLICABILITY. The provisions of this ordinance shall apply to all unincorporated areas of Benton County except those areas within the Hanford Nuclear Reservation.

SECTION 3. DEFINITIONS. For the purposes of this ordinance, unless the context indicates otherwise the following definitions shall apply:

(a) "County" means Benton County, its elected officials, its employees and its agents.

(b) "County Road" means all roads within the unincorporated portions of Benton County, except those roads on the Hanford Nuclear Reservation, that are operated and maintained by Benton County.

(c) "Rules of the Road" means all of the rules that apply to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.

(d) "Shoulder" means that portion of the roadway outside of the edge of traveled way typically delineated by a white colored edge stripe and/or the portion of maintained gravel or earth adjacent to the paved roadway.

(e) "Sidewalk" means that property between the curb lines or the lateral lines of a County Road and the adjacent property, set aside and intended for the use of pedestrians.

(f) "Wheeled All-Terrain Vehicle" or "WATV" has the same meaning as defined under Revised Code of Washington (RCW) Chapter 46.09.310.

SECTION 4. USE OF WHEELED ALL-TERRAIN VEHICLES ON COUNTY ROADS. Subject to the restrictions and requirements set forth in this ordinance and found under applicable State Law, a person who has a valid Driver License issued by the state of the person's permanent residence and has attained the age of 18 years may operate a wheeled all-terrain vehicle upon a county road having a speed limit of 35 miles per hour or less.

SECTION 5. RESTRICTIONS ON USE OF WHEELED ALL-TERRAIN VEHICLES ON COUNTY ROADS.

(a) Any person who operates or rides as a passenger in a wheeled all-terrain vehicle must wear a securely fastened motorcycle helmet while the WATV is in motion, unless the WATV is equipped with roll bars or an enclosed passenger compartment;

(b) Any person who operates or rides as a passenger in a "utility-type" wheeled all-terrain vehicle as described under RCW 46.09.310 must wear a securely fastened seat belt while the WATV is in

motion. Persons less than 16 years of age are required to be restrained as defined in RCW 46.61.687;

(c) A person may not operate a wheeled all-terrain vehicle upon a county road with a speed limit in excess of 35 miles per hour; however, a person may cross a county road with a speed limit in excess of 35 miles per hour at a controlled intersection if the crossing begins and ends on a county road with a speed limit of 35 miles per hour or less;

(d) A person may operate a wheeled all-terrain vehicle upon a county road while being used under the authority or direction of an appropriate agency that engages in emergency management, as defined in RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law enforcement agency, as defined in RCW 16.52.011, within the scope of the agency's official duties;

(e) Wheeled all-terrain vehicles are subject to RCW Chapter 46.55; and

(f) No person may operate a wheeled all-terrain vehicle on a county road without having proof of current liability insurance with liability limits of at least the amounts provided in and in compliance with the requirements as set forth in RCW 46.29.090, as now enacted or hereafter amended. Written proof of such financial responsibility shall be provided on the request of a law enforcement officer.

SECTION 6. EQUIPMENT REQUIREMENTS OF WHEELED ALL-TERRAIN VEHICLES. A wheeled all-terrain vehicle operated on a county road shall comply with the equipment and declaration requirements defined in RCW 46.09.457 and the following;

(a) Must have an individual seat, designed to seat a person, for each occupant.

SECTION 7. REGISTRATION REQUIREMENTS OF WHEELED ALL-TERRAIN VEHICLES. A wheeled all-terrain vehicle operated on a county road shall comply with the registration requirements of RCW Chapter 46.09.

SECTION 8. DUTY TO OBEY TRAFFIC-CONTROL DEVICES AND RULES OF THE ROAD. Unless a law enforcement officer directs otherwise, a person operating a wheeled all-terrain vehicle must obey all rules of the road that apply to vehicle or pedestrian traffic and must obey the instructions of official traffic-control signals, signs and other control devices applicable to vehicles. A person operating a wheeled all-terrain vehicle upon a county road is subject to all of the duties that RCW Chapter 46.61 et seq. imposes on an operator of a vehicle, except as to those provisions thereof which by their nature can have no application.

SECTION 9. PROHIBITED USES.

(a) No person may operate or ride a wheeled all-terrain in a negligent or unsafe manner but shall operate it with reasonable regard for their own safety and the safety of others.

(b) No person may occupy a wheeled all-terrain vehicle unless that person is seated in a seat designed to carry a person.

(c) No person may operate a wheeled all-terrain vehicle side-by-side with any other vehicle in a single lane of traffic.

SECTION 10. PROHIBITED AREAS.

(a) It is unlawful to operate a wheeled all-terrain vehicle on a sidewalk, on the road shoulder or any other area where it is unlawful to operate a motor vehicle.

(b) Except for use by county maintenance staff, it is unlawful to operate a wheeled all-terrain vehicle on any county park trail, path, walkway, etc other than in areas designated for motor vehicle operation.

(c) It is unlawful to operate a wheeled all-terrain vehicle on any bicycle or walking path or in a bicycle lane.

SECTION 11. VIOLATION-PENALTY. A person who violates a provision of this ordinance is guilty of a traffic infraction and will be punished by the imposition of a monetary penalty not to exceed two hundred and fifty dollars, exclusive of statutory assessments; provided, that conduct that constitutes a criminal offense may be charged as such and is subject to the maximum penalties allowed for such offenses.

SECTION 12. SEVERABILITY. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 13. EFFECTIVE DATE. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:



Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/20/2020
Subject:	Approval Requested to Post and Fill Assessor's Office Vacancy – 10/20/2020
Presenter:	C. Roberts & B. Spencer
Prepared By:	C. Roberts
Reviewed By:	L. Wingfield
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☒ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Resolution 2020-602 required Benton County Board of Commissioners approval prior to posting and filling vacant positions. The Assessor's office requires position 1111 be filled. This position is responsible for recording ownership transfers for all parcels in Benton County. As the Board is aware, failure to properly and timely record the transfers precludes the Treasurer's office from sending tax bills to the correct property owners. Failure to collect from the appropriate owner will adversely affect a vital revenue stream for the County budget. The current vacancy is an Office Assistant III, position 1111.

Fiscal Impact

No supplement required.

Recommendation

Pass motion for position 1111 in the Assessor's Office to be posted and filled.

Suggested Motion

I move to authorize position 1111, an Office Assistant III in the Assessor's Office, to be posted and filled.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 20, 2020
Subject:	Subscription Agreement with PowerDMS, Inc
Presenter:	Jon Law, Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

PowerDMS, Inc. is one of the only cloud-based software as a service platform that combines document management, training management and accreditation management. It has the ability to electronically alert users whenever a change may impact accreditation.

PowerDMS, Inc. is widely used by many statewide law enforcement agencies, including forty-five (45) police departments and six (6) Sheriff's Offices. Six (6) government agencies also use PowerDMS, two (2) being the City of Richland and the City of Pasco. The Washington State Patrol and Washington State Criminal Justice Training Academy are also users of PowerDMS.

Fiscal Impact

Amount: \$6,331.41 plus any applicable W.S.S.T

Fund: 0000101.121 – Current Expense

Recommendation

Pass the attached Resolution and Agreement for Subscription with PowerDMS, Inc to help assist the Benton County Sheriff's Office with policy management and accreditation.

Suggested Motion

I move to approve the resolution to authorize the Benton County Sheriff's Office to sign the attached Service Order with PowerDMS, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL FROM POWERDMS, INC IN ORDER TO PROVIDE POLICY MANUALS AND TRAINING & ACCREDITATION COMPLIANCE FOR THE BENTON COUNTY SHERIFF'S OFFICE

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

WHEREAS, PowerDMS, Inc. is one of the only cloud-based software as a service platform that combines document management, training management and accreditation management. It can electronically alert users whenever a change may impact compliance.

WHEREAS, PowerDMS, Inc. is widely used by many statewide law enforcement agencies, including forty-five (45) police departments and six (6) Sheriff's Offices. Six (6) government agencies also use PowerDMS, Inc. two (2) being the City of Richland and the City of Pasco. The Washington State Patrol and Washington State Criminal Justice Training Academy are also users of PowerDMS, Inc.

WHEREAS, PowerDMS, Inc. provided the Benton County Sheriff's Office with a proposal for WASPC Accreditation manual, training and workflow tracking based on 90 users for an annual cost of \$6,331.41 plus any applicable W.S.ST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the subscription with PowerDMS, Inc. to assist the Benton County Sheriff's with Sheriff's Office Policies, document management and training and accreditation compliance for an annual amount of \$6,331.41 plus any applicable W.S.S.T and authorizes the Chairman of the Board to sign the Services Agreement to be paid out of Current Expense, Department 121.

BE IT FURTHER RESOLVED said subscription agreement shall commence November 1, 2020 and expire October 31, 2021. The term will automatically renew for one (1) year periods of time on November 1st of each year unless the County provides written notice of termination to PowerDMS, Inc. 30 days in advance.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

Contract Details

Account Number: A-171670
Customer: Benton County Sheriff's Office (WA)
Sales Rep: Brad Enlow

Order Details

Order #: Q-106518
Order Date: per signature date below
Valid Until: 9/30/2020
Subscription Term (months): 12

Customer Contact

Billing Contact: Benton County Sheriff's Office (WA)
Jerry Hatcher
Address: 7122 W Okanogan Pl Bldg B
Kennewick, WA 99336

Billing Contact Email: jerry.hatcher@co.benton.wa.us
Phone: 509-735-6555
Fax:

Payment Terms

Payment Term:
PO Number:

Notes:

Subscription Service

YEAR-1

Item	Type	Qty	Total
PowerDMS Pro Base	Recurring	1	\$3,000.00
Capture signatures to ensure acknowledgement of crucial content, and generate reports based on user activity. Create workflows to simplify content updates and approvals. View content changes side-by-side.			
PowerDMS Pro License	Recurring	90	\$1,281.41
Per user license for PowerDMS Pro			
PowerDMS Training	Recurring	90	\$900.00
Develop courses from your content to train employees, and create tests and exams to ensure understanding. Assign, track and award certificates.			
SSO Service <250	Recurring	1	\$0.00
Single Sign on Service			
PowerStandards for WASPC LE	Recurring	1	\$1,150.00
Attach proofs to show compliance with WASPC standard, assign assessment tasks, track revisions, and status-based grading.			
WASPC LE Accreditation Manual	Recurring	1	\$0.00
View Standards Manual electronically.			
Onboarding Lite Package	Services	1	\$0.00
This package ensures a smooth implementation and successful ongoing use of PowerDMS. This package includes Implementation Management: Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration.			
YEAR-1 TOTAL:			\$6,331.41

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. If the Subscription Term is for a period longer than one year, the fees labeled "Year 1 Total" shall be invoiced immediately and the fees for future years shall be invoiced annually in advance of each 12 month period of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions This Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions of the PowerDMS Software as a Service Agreement between PowerDMS, Inc. and Customer.



Accepted and Agreed By Authorized Representative of:
Benton County Sheriff's Office (WA)

Signature:

Printed Name:

Title:

Date

PowerDMS, Inc.
Software as a Service Agreement

This Software as a Service Agreement (this “**Agreement**”) is entered into by and between Benton County (“**Customer**”) and PowerDMS, Inc. (“**PowerDMS**”), effective as of the latest date shown on the signature page of this Agreement (the “**Effective Date**”). In consideration of the parties’ mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Definitions; Construction

1.1. Definitions.

“**Agreement**” means this Software as a Service Agreement.

“**Customer Data**” means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

“**Government Customer**” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

“**Intellectual Property Rights**” means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**PowerDMS**” means PowerDMS, Inc., a Delaware corporation.

“**PowerDMS Technology**” means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

“**Service Order**” means an ordering document issued by PowerDMS and executed by Customer, whether or not designated a “Service Order”, specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer’s purchase order forms.

“**Services**” means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

“**Subscription Term**” means the period of time identified on each Service Order, for which PowerDMS has committed to provide, and Customer has committed to pay for, the Services.

“**Users**” means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer’s request) has supplied a user identification and password.

“**Volunteered Data**” shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or

otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card

Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2. Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer (or upon becoming effective under Section 7.3), each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. **Services**

2.1. Services. PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

2.2. Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer, and both PowerDMS and Customer shall be subject to the terms of this Agreement with respect to the additional Users and any new Services purchased in connection with such modification.

2.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4. Restrictions. Customer acknowledges that PowerDMS does not pre-screen, verify, or endorse the content of the Customer Data that Customer or its Users stores or transmits via the Services. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright,

trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5. Infringing or Restricted Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4.

2.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("**Third Party Services**"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. PowerDMS makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. PowerDMS may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, PowerDMS will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

3.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, transmit, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "**Statistical Data**"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without limiting the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "**Volunteered Data**".

3.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. Fees

4.1. Fees. Customer will pay PowerDMS all fees specified in a Service Order. Except as otherwise specified in this Agreement or in a Service Order, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant Subscription Term.

4.2. Payment Terms. Each Service Order shall specify the fees applicable to the Subscription Term. Except as otherwise specified in a Service Order, fees are billed annually in advance of each year of the Subscription Term, but regardless of the billing cycle, Customer is responsible for the fees for the entire Subscription Term. Fees are due within thirty (30) days from the date of the invoice referencing such Service Order.

4.3. Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5. Overdue Charges. Any invoiced amount that is not received by PowerDMS when due as set forth in a Service Order will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.6. Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. PowerDMS will not exercise its rights under Section 4.5 or 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Confidentiality

5.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled

disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4. Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. **Customer Data**

6.1. Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS's cloud infrastructure providers.

6.2. Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "Security Breach") within 72 hours of PowerDMS's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer's policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

6.3. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

7. **Term; Termination**

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues for as long as any Subscription Terms are in effect.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3. Subscription Term and Renewal. The length of the Subscription Term will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Subscription Term, PowerDMS will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring Subscription Term. PowerDMS reserves the right to increase the subscription fees applicable to the renewal subscription. The new Service Order shall be deemed to be effective if Customer (a) returns the executed Service Order to PowerDMS, (b) remits payment to PowerDMS of the fees set forth in the invoice referencing the Service Order, or (c) the Customer or any of its Users access or use the Services after the expiration of the previous Subscription Term.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by

Customer in accordance with Section 7.2 (Termination for Breach), PowerDMS will refund to Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination.

7.5. Suspension. PowerDMS may suspend Customer's or any User's right to access or use any portion of the Services if PowerDMS determines that Customer's or Users' use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. Representation and Warranties; Disclaimers

8.1. PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. Indemnification

9.1. By PowerDMS. PowerDMS will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDMS is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by PowerDMS, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2. By Customer. To the extent permitted by applicable law, Customer will defend PowerDMS from and against claim, demand, suit or proceeding made or brought against PowerDMS (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3. Mitigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDMS to be infringing, PowerDMS may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. Limitation of Liability.

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER OR SUBSTITUTE SERVICES, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, THE PRICING AND OTHER TERMS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

11. General Provisions

11.1. Entire Agreement. This Agreement, Exhibit A (if applicable), and any Service Orders executed by Customer (or deemed effective under Section 7.3) constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. Any Service Order executed or amended, or any Subscription Term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement. Except for the terms of any Service Order executed by Customer, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party and shall serve only the purpose of identifying the products or services ordered.

11.2. Government Entity Addendum. If Customer is a Government Customer, the Government Customer Addendum (attached hereto as Exhibit A) is hereby incorporated into the Agreement.

11.3. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.4. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with PowerDMS's prior written consent. PowerDMS may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of PowerDMS or a successor by merger or other business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.5. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.6. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.7. Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.8. No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.9. Resolution of Disputes. In the event of a dispute between the parties regarding this Agreement, the parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. The parties agree that they shall share equally the cost of the mediation filing and hearing fees and the cost of the mediator; however, each party shall bear its own attorney's fees and associated costs and expenses. If the mediation fails to resolve the dispute, the parties agree that the dispute shall be settled by a single arbiter by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any arbitration award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court having jurisdiction thereof. Except as may be prohibited by law, the arbitrator may, in his or her discretion, award reasonable attorneys' fees and other costs of arbitration to the prevailing party. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

11.10. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.10.

11.11. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that its performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, epidemics, pandemics, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.12. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.13. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

Approved as to form:
Customer



Ryan Lukson, Civil DPA
PowerDMS

Benton County

PowerDMS, Inc.

DocuSigned by:

Ben Davis

72B760A94C644E4...

BY: _____

BY: _____

PRINT NAME: James Beaver

Ben Davis

PRINT TITLE: Chairman

CFO

DATE SIGNED: _____

9/2/2020

Exhibit A

Government Customer Addendum

This Government Customer Addendum ("Addendum") forms part of the Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and the Agreement, the terms of this Addendum shall control.

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 9.2 of the Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 5 of the Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for PowerDMS to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Resolution of Disputes.** If Customer is prevented from arbitrating a dispute as provided for in Section 11.9 of the Agreement because Customer is subject to federal, state or local law prohibiting agreeing to binding arbitration, the arbitration provisions of Section 11.9 shall not apply, and instead, if mediation fails to resolve the dispute, either party may initiate a legal proceeding in a court of competent jurisdiction.
6. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, PowerDMS agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer ("Related Agency") to purchase Services under the terms of the Agreement, at the Related Agency's discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and PowerDMS; for clarity, Customer shall not be responsible for any transactions between the Related Agency and PowerDMS, (b) the terms (including pricing) specified in the Service Orders entered into between PowerDMS and Customer shall not be incorporated into the transactions between the Related Agency and PowerDMS, and (c) the Related Agency will confirm in writing it has the authority to use the Agreement for the purchase and that the use of the Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.