

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 27, 2020

9:00 AM **Call to Order**
Approval of Minutes
❖ **October 20, 2020**

Review Agenda

Consent Agenda

Auditor

- a. Line Item Transfer, Fund No. 0000-101, Dept. 102
- b. Line Item Transfer, Fund No. 0000-101, Dept. 102
- c. 2019 Audit Management Representation Letter to the State Auditor's Office
- d. Contract w/Deuces Dirt Hogz for Janitorial Cleaning & Sanitation Services

Building

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

Clerk

- f. Request for Proposal for Conversion of Microfilm Documents Into Digital Format

Commissioners

- g. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 102

- h. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 117

Corrections

- i. Line Item Transfer, Fund No. 0000-101, Dept. 120
- j. Third Amendment to Agreement w/NaphCare for Health Care Services
- k. Agreement w/Crown Paper & Janitorial Supply Co. for Paper & Glove Supplies
- l. Agreement w/Crown Paper & Janitorial Supply Co. for Chemicals & Janitorial Supplies
- m. Agreement w/911 Supply, Inc. for Employee Uniforms & Other Related Items

Human Services

- n. Ratifying Second Amendment to Agreement w/Compass Career Solutions for Employment Services
- o. Ratifying Agreement w/Children's Developmental Center for Children's Services
- p. Ratifying Second Amendment to Agreement w/Goodwill Industries for Employment Services
- q. Ratifying Second Amendment to Agreement w/Responding to Autism Services for Employment Services

Information Technology

- r. Microsoft's Alternative Acceptance Form Adding Amendment to Contract Documents From Shi International Corp.
- s. Purchase of One Dell Laptop & Docking Station for the Planning Department
- t. Purchase of One Dell Laptop, Docking Station & Two Monitors for the Elections Department
- u. Purchase of One Dell Laptop, Docking Station & Two Monitors for Public Works Department
- v. Purchase of Five Dell Laptops & One Computer for District Court
- w. Purchase of One Lavi Electronic Queuing System, Counter for Clerk's Office
- x. Purchase of One Dell Laptop for Coroner's Office
- y. Purchase of Two Dell Compellent Enclosures, Prosupport & Services for Courthouse & Justice Center Locations From Thornburg Computer Services
- z. Contract w/CompuNet for Cisco WebEx Plus Programming for Executive Conference Room

Juvenile

- aa. Line Item Transfer, Fund No. 0115-101, Dept. 173

Public Safety

- bb. Line Item Transfer, Fund No. 0148-101, Dept. 115 to 122
- cc. Line Item Transfer, Fund No. 0148-101, Dept. 106

Public Works

- dd. Accepting Work by Construction Ahead for 2019 Pavement Marking Project
- ee. Purchase of Sign Material for the TrafficJet Print System From Avery Dennison
- ff. Purchase of Road Salt From Salt Distributors
- gg. Purchase of Liquid Magnesium Chloride From EnviroTech Services

Sheriff

- hh. Agreement w/WA Traffic Safety Commission for Overtime Grant Funding
- ii. Salary Request Statement – Deputy Sheriff
- jj. Salary Request Statement – Deputy Sheriff

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

Public Hearing

2021-2026 Capital Improvement Plan ~ R Blain

Budget Supplements ~ L Ivey

- **2019-2020** VIT Impact Fund No. 0153-101 for \$5,563,630
- **2019-2020** Current Expense Fund No. 0000-101, Dept. 139 for \$4,036,000

Scheduled Business

Preliminary Plat of Country Acres SUB 2020-007 ~ G Wendt & M Cooke

Change Order No. 4 w/Banlin Construction for Administration Building Project ~ R Blain

CARES Act Childcare Support Grant Program Contracts ~ M Rasmussen

2021-2022 Budget Discussions ~ J MacPherson, M Rasmussen & L Ivey

Other Business

Executive Session

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 20, 2020, 9:00 a.m.

Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Matthew Rasmussen, Deputy County Administrator; Robert Heard, IT Manager; Assessor Bill Spencer; Commander Jon Law, Sheriff's Office; Robert Blain, Operations/Capital Programs; Michelle Cooke, Planning; Greg Wendt, Planning Manager; Todd Carlson, Sheriff's Office; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of October 13, 2020 were approved.

Review Agenda

Consent Agenda item "d" (Human Services – Ratify 2nd Amendment w/Compass Solutions) was pulled.

A discussion on purchasing a cargo van for the Auditor's Office was added to "Other Business".

Consent Agenda

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

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

- 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

None.

Public Hearing – SPV 2020-002 – Vacation of 10-Foot Irrigation Easement

Michelle Cooke, Planning and Greg Wendt, Planning Manager presented an application for vacation of a 10-foot irrigation easement from Lot 3 of Short Plat 2506 by Jasen Banta. Ms. Cooke said the applicant required the vacation so he could build an agricultural building. After due notice to all property owners and concerned agencies, KID commented they would not have any requirements since a five-foot irrigation easement currently existed along the turnaround easement located on Lot 3. Based upon the information received, the Planning Department recommended approval as presented.

As there was no one present to testify, public testimony was closed.

MOTION: Commissioner Small moved to approve 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. as presented. Commissioner Delvin seconded and upon vote, the motion carried

Public Hearing – Ordinance Allowing Wheeled All-Terrain Vehicles on County Roads

Matthew Rasmussen presented the proposed ordinance allowing Wheeled All-Terrain Vehicles (WATV's) on county roads. In 2013 the Washington State Legislature changed the law to allow WATV's to be used on county roads and city streets with speed limits of 35 mph or less, if an ordinance was adopted. Mr. Rasmussen said the public hearing was advertised as required by law and allowed for written comments.

Mr. Rasmussen presented written comments into the record, including nine (9) in favor of the proposed ordinance and one (1) opposed as follows:

In Support

- Dan Anderson
- Anthony Castillo
- Joshua Wright
- Sandra Nettnin
- Earl Nettnin
- John Dreher
- Jeff Gooldy
- Michael Cloutier
- Bill Gulley

In Opposition

- Lloyd Coughlin

Additional Public Testimony

James Warren, Richland, WA, via/teleconference, spoke in favor of the ordinance so residents could enjoy all the county roads.

Shannon Morrison, West Richland, WA, via/teleconference, spoke in favor of the proposed ordinance.

As no one else called in to testify, public testimony was closed.

MOTION: Commissioner Small moved to approve the Resolution adopting an Ordinance Allowing Wheeled All-Terrain Vehicles on County Roads and adding Chapter 10.13 to the Benton County Code. Commissioner Delvin seconded and upon vote, the motion carried.

Position Request – Office Assistant III - Assessor's Office

Assessor Bill Spencer requested the Board authorize posting and filling a clerical entry level position in his office. He said that immediately after the Board adopted the resolution requiring

Board approval before positing positions, they had a resignation. Additionally, they have had difficulty filling their positions.

MOTION: Commissioner Small moved to approve position 1111, Office Assistant III in the Assessor's officer to be posted and filled. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

Agreement w/Power DMS for Policy Manuals & Accreditation Compliance – Sheriff's Office

Commander Jon Law and Todd Carlson, Sheriff's Office, presented the Agreement with Power DMS for the Sheriff's office. Commander Law said on July 28 they requested the Board approve an agreement with Lexipol, which the Board approved and was in the process of implementation. The agreement with Power DMS, however, was not approved and the Board asked them to do further research. He said they had a follow up meeting with Commissioner Delvin and Robert Heard, IT Manager and addressed all three issues. He said the substituted program requested by IT (Police 1) had an advantage on training content, but that is not what they were looking for, which was document management, form management, automatic reminders, ease of use, and accreditation management. Commissioner Delvin said he wanted to hear from Robert Heard.

Mr. Heard said they reviewed the matter and Police 1 was owned by Lexipol, which they were already using. He said he did not look into the accreditation, but it was his job to minimize software use and felt that Lexipol would do the core functions required to make the Sheriff's office successful.

Commander Law said if the programs were equal, which they were not, he would be okay with staying with Lexipol. However, what they were looking for was only offered by Power DMS.

MOTION: Commissioner Small moved to approve the agreement with Power DMS as presented.

The motion died for lack of a second.

Commissioner Delvin said he spoke to Mr. Heard at length and he wanted to support the IT Department and have one platform. He said they were worried about cyber security and he trusted his expertise.

Other Business

Purchase of Vehicle – Auditor's Office

Robert Blain and Auditor Brenda Chilton presented a resolution authorizing the purchase of a 2019 Ford Transit Cargo Van. Ms. Chilton said they were fortunate to receive an additional grant from the Center for Tech and Civic Life for the purpose of planning a safe and secure election administration. She said with voter registration numbers going up, they have been renting a U-Haul during election. Purchase of a vehicle was an allowed use of the grant funds and they were able to locate a vehicle on the state contract on very short notice.

Mr. Blain added that upon approval, the vehicle would be delivered later this week with the box installed and ready for use.

MOTION: Commissioner Delvin moved to approve the purchase of a 2019 Ford Transit Cargo Van in the amount of \$28,588.00 plus WSST from Columbia Ford utilizing State Contract No. 05916 as presented. Commissioner Small seconded and upon vote, the motion carried.

Certificates of Service – Benton County Employees

Chairman Beaver acknowledged the following long-term employees:

Alma Lemos, Prosecutor’s Office:	15 Years
Sandra Alarcon, Superior Court Administration:	15 Years
Angelina Stevenson, Superior Court Administration:	15 Years
Amanda Hatfield, Auditor’s Office:	15 Years
Julie Hoover, Auditor’s Office:	15 Years
Michael Denoma Ramos, Sheriff’s Office:	15 Years
Michelle Johnson, Building Department:	20 Years
Ryan McClure, Road Department:	20 Years
Rosemary Hammann, District Court:	20 Years
Karen Ardamica, Juvenile:	20 Years
Daniel Buechler, Juvenile:	20 Years
Tim Brown, IT:	20 Years
Peter Hudson, Clerk’s Office:	20 Years
Cynthia Watkins, Clerk’s Office:	20 Years
Martha Murstig, Prosecutor’s Office:	20 Years
Lori McCullugh, Corrections Department:	25 Years
Kathy Snowwhite, Juvenile:	25 Years
Mona Dury, Corrections Department:	25 Years
Marilu Flores, Commissioner’s Office:	25 Years
Ken Rochleau, E R & R:	25 Years
Florinda Coleman, GIS:	30 Years
Belen Allen, Prosecutor’s Office:	30 Years
Steve Brown, Building Department:	30 Years
Shon Small, Commissioner’s Office:	30 Years
Sheila Davidson, Juvenile:	35 Years
Rosa Rojas, District Court:	40 Years
Andy Miller, Prosecutor’s Office:	40 years

Executive Session – Potential Litigation

Jerrold MacPherson announced at 9:38 a.m. it would be going into executive session for up to 30 minutes with DPA Stephen Hallstrom to discuss potential litigation. The Board briefly recessed to reconvene in the Executive Conference Room.

Present were Chairman Beaver, Commissioners Small and Delvin (via/teleconference), Jerrod MacPherson, Matt Rasmussen, DPA Stephen Hallstrom, Lexi Wingfield, Cami McKenzie, Adam Morasch, and Ryan Lukson (via/teleconference). The Board came out of executive session and briefly recessed to reconvene back in the Commissioners' Conference Room.

Stephen Hallstrom announced at 9:59 a.m. that no decisions were made in executive session.

Payroll

Check Date: 10/05/2020

Payroll Checks

Warrant #: 242790-242830

Direct Deposit #: 156356-156966

Total all funds: \$2,398,930.55

Payroll Deductions/Transfers

Taxes # 101201001-101201011

ACH #: 1463-1469

Total all funds: \$2,317,935.20

Payroll Deductions/Warrants

Warrant #: 210456-210463

Total all funds: \$131,756.66

Accounts Payable

Check Date: 10/09/2020

P-Cards #: 1020

Total all funds: \$317,761.75

Resolutions

- 2020-736: Surplus and Disposition of Personal Property
- 2020-737: Change Order No. 1 w/Banlin Construction for the Finance Department Tenant Improvement & Restroom Addition Project
- 2020-738: Ratifying Second Amendment to Agreement w/MRJN Associates
- 2020-739: Ratifying Second Amendment to Agreement w/ARC of Tri-Cities
- 2020-740: Ratifying Second Amendment to Agreement w/Columbia Industries
- 2020-741: Ratifying Second Amendment to Agreement w/Kristi Sharpe
- 2020-742: Line Item Transfer, Fund No. 0132-101, Dept. 000
- 2020-743: Purchase of Four Dell Mobile Laptops for the Treasurer's Office
- 2020-744: Truancy Contract w/Kiona-Benton School District
- 2020-745: Establishing The Percentage Rates of Juvenile Dependency Public Defense Contracts Between Benton and Franklin Counties

- 2020-746: Contract w/Safe Built for Consulting Services for National Flood Insurance Program Findings
- 2020-747: Line Item Transfer, Fund No. 0148-101, Dept. 138
- 2020-748: Coding Correction Within Public Safety Tax Fund No. 0148-101, Dept. 138
- 2020-749: Agreement w/Omnia Partners for Membership Registration
- 2020-750: Agreement w/The Buyboard National Purchasing Cooperative for Membership Registration
- 2020-751: Line Item Transfer, Fund No. 0000-101, Dept. 138
- 2020-752: Approval of Vacation of 10 Foot Irrigation Easement - Applicant: Jasen Banta - File Number SPV 2020-002
- 2020-753: Adopting Ordinance Number 626 Amending the Benton County Code by Adding a New Chapter to Title 10 Allowing Wheeled All-Terrain Vehicles on County Roads
- 2020-754: Purchase of 2019 Ford Transit Cargo Van from Columbia Ford

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

Clerk of the Board

Chairman

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: 102

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.410	9000	Interfund Payments	\$31,000	594.140	6411	Cap. Outlay-Vehicles-Grant Funded	\$31,000
TOTAL			\$31,000	TOTAL			\$31,000

Explanation:

The transfer is necessary to cover the cost of the purchase of a cargo van. Grant funding was received from the Center for Tech and Civic Life.

Prepared by: B. Chilton

Date: 10/27/20

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, 2020

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: 102

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.410	9000	Interfund Services	\$19,000	514.410	4701	Utilities	\$2,000
				514.410	4907	Other Misc Rentals/Fees	\$17,000
TOTAL			\$19,000	TOTAL			\$19,000

Explanation:

A budget adjustment was processed in May, 2020, to cover several grants received for elections, including CARES and HAVA3. It was not known at the time where the expenditures would occur. These adjustments are being made to account for where these expenditures have/will occur.

Prepared by: _____

Date: _____

Approved

Denied

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Management Representation Letter to the Office of the State Auditor regarding the 2019 financial and single audits.	
Presenter:	Brenda Chilton / Aileen Coverdell	
Prepared By:	Aileen Coverdell	
Reviewed By:	Ryan Brown, Brenda Chilton, Ken Spencer	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

As part of our 2019 Financial and Federal Single audits of Benton County, we are required by professional standards to provide a signed Management Representation Letter.

The purpose of the letter is to confirm information already obtained in discussions with the State Auditor and to confirm that the County understands the responsibilities with regards to the audit. Representations made in the letter are not a guarantee, but rather constitute a good faith statement to the best of our knowledge and belief.

Attached is the representation letter for the chairman to sign along with attached letters from the Prosecuting Attorney's office and Risk Management providing pending litigation and claims.

Fiscal Impact

There is no fiscal impact.

Recommendation

Signature of the Chairman of the board.

Suggested Motion

Not applicable



Board of County Commissioners

October 27, 2020

Mr. Jose Garcia, Assistant State Auditor
Washington State Auditor's Office
100 North Morain, Suite 216
Kennewick, WA 99336

Dear Mr. Garcia:

We are providing this letter in connection with your audit of Benton County for the period from January 1, 2019 through December 31, 2019. Representations are in relation to matters existing during or subsequent to the audit period up to the date of this letter.

Certain representations in this letter are described as being limited to matters that are significant or material. Information is considered significant or material if it is probable that it would change or influence the judgment of a reasonable person.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit. If we subsequently discover information that would change our representations related to this period, we will notify you in a timely manner.

1. We have provided you with unrestricted access to people you wished to speak with and made available requested and relevant information of which we are aware, including:
 - a. Financial records and related data.
 - b. Minutes of the meetings of the governing body or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - c. Other internal or external audits, examinations, investigations or studies that might concern the objectives of the audit and the corrective action taken to address significant findings and recommendations.
 - d. Communications from regulatory agencies, government representatives or others concerning possible material noncompliance, deficiencies in internal control or other matters that might concern the objectives of the audit.
 - e. Related party relationships and transactions.
 - f. Results of our internal assessment of business risks and risks related to financial reporting, compliance and fraud.

2. We acknowledge our responsibility for compliance with requirements related to confidentiality of certain information and have notified you whenever records or data containing information subject to any confidentiality requirements were made available.
3. We acknowledge our responsibility for compliance with applicable laws, regulations, contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of laws, regulations, contracts and grant agreements, except as disclosed by the attached letters.
6. We acknowledge our responsibility for establishing and maintaining effective internal controls over compliance with applicable laws and regulations and safeguarding of public resources, including controls to prevent and detect fraud.
7. Except as discussed with you, we have established adequate procedures and controls to provide reasonable assurance of safeguarding public resources and compliance with applicable laws and regulations.
8. Except as reported to you in accordance with RCW 43.09.185, we have no knowledge of any loss of public funds or assets or other illegal activity, or any allegations of fraud or suspected fraud involving management or employees.
9. In accordance with RCW 43.09.200, all material events and transactions have been properly recorded in the financial records.
10. We are responsible for, and have accurately prepared, the summary schedule of prior audit findings to include all findings, and we have provided you with all the information on the status of the follow-up on prior audit findings.
11. We are responsible for taking corrective action on audit findings and have developed a corrective action plan.
12. We acknowledge our responsibility for fair presentation of financial statements and believe financial statements are fairly presented in conformity with generally accepted accounting principles in the United States of America.
13. We acknowledge our responsibility for establishing and maintaining effective internal control over financial reporting.
14. The financial statements include financial information of the primary government and all component units, fiduciary and other activity required by generally accepted accounting

principles to be included in the financial reporting entity.

15. The financial statements properly classify all funds and activities.
16. All funds that meet the quantitative criteria in GASB requirements or are otherwise particularly important to financial statement users, are presented as major funds.
17. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported and depreciated as applicable.
18. We have no plans or intentions that may materially affect the reported value or classification of assets, liabilities or net position.
19. Revenues are appropriately classified by fund and account.
20. Expenses have been appropriately classified by fund and account, and allocations have been made on a reasonable basis.
21. Net position components (net investment in capital assets, restricted and unrestricted) and fund balance components (nonspendable, restricted, committed, assigned and unassigned) are properly classified and, as applicable, approved.
22. Significant assumptions we used in making accounting estimates are reasonable.
23. The following have been properly classified, reported and disclosed in the financial statements, as applicable:
 - a. Interfund, internal, and intra-entity activity and balances.
 - b. Related-party transactions, including sales, purchases, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - c. Joint ventures and other related organizations.
 - d. Guarantees under which the government is contingently liable.
 - e. All events occurring subsequent to the fiscal year end through the date of this letter that would require adjustment to, or disclosure in, the financial statements.
 - f. Effects of all known actual or possible litigation, claims, assessments, violations of laws, regulations, contracts or grant agreements, and other loss contingencies.
24. As disclosed by the attached, we have accurately disclosed to you all known actual or possible pending or threatened litigation, claims or assessments whose effects should be considered when preparing the financial statements.
25. We acknowledge our responsibility for reporting supplementary information (Schedules 01, 09, 15, 16, 17, 19, 20 & 21 as specified in the State Auditor's Office) in accordance with applicable requirements and believe supplementary information is fairly presented, in both


form and content in accordance with those requirements.


26. We have disclosed to you all significant changes to the methods of measurement and presentation of supplementary information, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation.
27. We acknowledge our responsibility for the supplementary information required by generally accepted accounting principles in the United States (RSI) and believe RSI is measured and presented within prescribed guidelines.
28. We have disclosed to you all significant changes in the methods of measurement and presentation of RSI, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation of the RSI.
29. We believe the effects of uncorrected financial statement misstatements summarized in the schedule of uncorrected items provided to us by the auditor are not material, both individually and in the aggregate, to each applicable opinion unit.
30. We acknowledge our responsibility not to publish any document containing the audit report with any change in the financial statements, supplementary and other information referenced in the auditor's report. We will contact the auditor if we have any needs for publishing the audit report with different content included.
31. We considered the qualifications of the WA Office of the State Actuary (OSA) to create an electronic tool for determining the County's liability for LEOFF 1 other post-employment benefits (OPEB) under the GASB 75 alternative method and agree with the results of the electronic tool, which are reflected in financial statement amounts and disclosures. In using the tool, we input correct and complete information into the electronic spreadsheet and did not enter any inaccurate information with respect to the amounts or assumptions, or modify cells in the OSA spreadsheet, in an attempt to change the outcome of the calculation. Further, we are not aware of any other external matters that would have had an impact on the appropriateness of using the alternative method or assumptions used by the OSA's tool. We confirm that we are a LEOFF 1 employer and we had fewer than 100 plan members (active and retired) as of the beginning of the reporting period and are, therefore, eligible to use the tool.
32. We acknowledge our responsibility for presenting Comprehensive Annual Financial Report combining statements and supplemental schedules in accordance with generally accepted accounting principles in the United States. We believe that combining statements and supplemental schedules are fairly presented, including both form and content, in accordance with those principles.
33. We have disclosed to you all significant changes to the methods of measurement and presentation of combining statements and supplemental schedules, reasons for any changes and all significant assumptions or interpretations underlying the measurement or presentation of the combining statements and supplemental schedules.

34. We acknowledge our responsibility for complying, and have complied, with the requirements of 2 CFR § 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*.
35. With regards to your audit of federal grant programs, we have made available all relevant and requested information of which we are aware, including:
- a. All federal awards and related grant agreements (including amendments, if any), contracts with pass-through entities, service organizations and vendors, and correspondence.
 - b. All communications from federal awarding agencies, vendors, service organizations or pass-through entities concerning possible noncompliance.
 - c. All information regarding corrective actions taken and management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
 - d. All documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
 - e. Interpretations or other support for any situations where compliance with requirements might be questionable or unclear.
36. Except as reported by the audit, we have identified and complied with all direct and material compliance requirements of federal awards.
37. Management is responsible for establishing effective internal control and has, except as reported by the audit, maintained sufficient control over federal programs to provide reasonable assurance that awards are managed in compliance with laws, regulations, contracts or grant agreements that could have a material effect on each of our federal awards.
38. Federal program financial reports and claims for advances and reimbursements are supported by the accounting records from which the basic financial statements have been prepared and are prepared on a basis consistent with the Schedule of Expenditures of Federal Awards.
39. Copies of federal program reports provided to you are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies, as applicable.
40. We are responsible for, and will accurately prepare, the auditee section of the Data Collection Form as required by the Uniform Guidance.
41. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.

42. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, contracts or grant agreements.

James Beaver
Chairperson,
Board of County Commissioners


Brenda Chilton
Benton County Auditor


Kenneth Spencer
Benton County Treasurer

cc: Board of County Commissioners
Brenda Chilton, Benton County Auditor
Kenneth Spencer, Benton County Treasurer

Attachments:

1. Letter dated October 13, 2020, to the Board of County Commissioners from Ryan Brown, Chief Civil Deputy: RE: Letter of Representation and Pending Litigation.
2. Letter dated October 15, 2020, to the Board of County Commissioners from Adam Morash, Risk Manager: RE: Letter of Representation and Claims Update.



BENTON COUNTY WA

Prosecuting Attorney

ANDY MILLER
PROSECUTING ATTORNEY

RYAN K. BROWN
CHIEF DEPUTY, CIVIL

TERRY J. BLOOR
CHIEF DEPUTY, CRIMINAL

JULIE LONG
CHIEF CRIMINAL DEPUTY

GINNY BADDLEY
ADMINISTRATOR

CHERYL POCHERT
LS SUPERVISOR

7122 West Okanogan Place, Bldg. A
Kennewick, Washington 99336

(509) 735-3591

786-5608 736-3066
Prosser Fax

October 13, 2020

DEPUTIES

TIMOTHY A. SKEELS
ANITA PETRA
MEGAN A. KILLGORE
KRISTIN M. MCROBERTS
BRENDAN M. SIEFKEN
LAUREL J. HOLLAND
REID W. HAY
STEPHEN J. HALLSTROM
RYAN J. LUKSON
ANDREW M. HOWELL
ANNIE CHAU
CRAIG SWENSON
ANDREW J. CLARK
BRITTNI E. ROEHM
TAYLOR A. CLARK
CLARISSA M. FRALEY
BRANDON L. FANG
BRIAN V. HULTGRENN
ERIC T. ANDREWS
JOSHUA J. LILLY
CHARLES H. DOW
TY J. ALBERTSON
PETER B. LU
BRANDEN D. LANDON

Board of County Commissioners
620 Market Street
Prosser, WA 99350

Re: Letter of Representation

Dear Commissioners:

We have reviewed as to form the enclosed draft Letter of Representation. This letter serves as one of the attachments referenced in paragraphs 5 and 23 thereof and may be attached to your executed Letter of Representation. The second attachment to your Letter of Representation should be a letter from the County's Risk Manager that identifies unresolved claims, threatened or filed, that have not yet resulted in lawsuits. You will need to obtain that directly from him.

If you have any questions or need further information with respect to disclosures of loss contingencies due to asserted, threatened or un-asserted claims, please contact us.

To our knowledge, the following lawsuits seeking monetary relief from Benton County that are pending against the county or its officials acting in their capacity as such that are not resolved as the close of business on October 12, 2020:

1. Sleater v. Benton Co., U.S. District Court, Eastern District of Washington, Cause No. 4:17-CV-05033-SAB. Class action lawsuit seeking attorney's fees and damages for alleged violations of civil rights related to incarceration stemming from issuance of warrants for failure to pay legal financial obligations.
2. Miguel Sanchez v. Benton County, Yakima County Superior Court, Cause No. 18-2-04155-39. Complaint seeking medical expenses and general damages for alleged injuries from motor vehicle accident with Sheriff Deputy's vehicle.

Benton County Commissioners
October 12, 2020
Page 2

3. Teamsters Local 839 v. Benton County, Benton County Superior Court, Cause No. 18-2-00861-9. Appeal of PERC decision regarding overpayment of wages due to payroll coding error. Appeal before Court of Appeals is pending.
4. Eric Magnuson et al, v. Sheriff Jerry Hatcher, Washington State Office of Administrative Hearings, Docket No. 07-2020-GOV-00025. Local whistleblower complaint in which penalties and fees may be imposed.

Very truly yours,

ANDY MILLER
Prosecuting Attorney



RYAN K. BROWN
Chief Deputy Prosecuting Attorney
Civil Division

Encl.

cc: Kenneth Spencer
Brenda Chilton
Jerrod MacPherson
Aileen Coverdell
Adam Morasch
Ryan Lukson



October 15, 2020

Board of Benton County Commissioners
620 Market Street
Prosser WA 99350

RE: Claims Update

Dear Commissioners:

Benton County is insured through the Washington Counties Risk Pool and has a \$100,000 deductible. The following claims have been filed against Benton County or its officials acting in their capacity and have not yet been resolved. As of close of business on October 15th, 2020, these claims over \$50,000 are currently open or have yet to result in a lawsuit, remaining on Benton County's books due to the statute of limitations.

1. CC2017-23, Joshua Ehm; Alleged unlawful arrest, \$17,712,000.00; Claim Denied.
2. CC2017-24, Nicholas Naccarato; Alleged property damage from storm/new development; Unspecified amount; Claim Denied.
3. CC2017-29, Ernest Stephens; Alleged that he was assaulted by another inmate; \$150,000.00; Claim Denied.
4. CC2018-02, Jarad Mo; Alleged personal property damage from accident with Benton-Franklin Transit; \$2,500,000.00; Claim Denied.
5. CC2018-05 Ira Hickman; Alleged property damage from storm/new development; \$65,000.00; Claim Denied.
6. CC2018-14,15, & 16; Lizzie Robertson: Numerous allegations of misconduct against her during her time in jail; Unspecified amount; Claims Denied.
7. CC2018-17. Gregg Hansen; Improper use of social security disability benefit; Unspecified amount; Claim Denied.
8. CC2019-01, Corey Pugh; Violation of constitutional rights, \$2,100,000.00; Claim Denied.
9. CC2019-04, Jose Contreras; Unlawful restraint obtained in violation of due process of law; \$48,000,000.00; Claim Denied.
10. CC2019-07, Valarie Bermudez; Improbable cause for arrest and invalid search warrant; \$500,000.00; Claim Denied.

11. CC2019-09, Alayna Brauer; Harassment, discrimination, a retaliation for opposing wrongful practices; \$275,000.00; Open Claim.
12. CC2019-21, Robyn Livingstone; Auto accident on highway 240; \$472,682.36; Open Claim.
13. CC2020-05 & 05B, Peter Felicijian; Auto damage from a county snowplow; \$67,546.23; Open Claim.
14. CC2020-06, Nhung Truong; Auto accident on W Canal; \$174,920.84; Open Claim.
15. CC2020-07, Hung Le; Auto accident on W Canal; \$176,242.24; Open Claim.
16. CC2020-08A & 08B, David Goertzen; Medical treatment given when not wanted; \$1,000,000; Claim Denied.
17. CC2020-10, Nicky Creekmore; Wrongful imprisonment; \$2,000,000; Claim Denied.
18. CC2020-12, Lane Kroll; Wrongful imprisonment; \$20,000,000; Claim Denied.
19. CC2020-13, Adam Trujilo; Medical treatment given when not wanted; \$150,000; Claim Denied.
20. CC2020-15A & 15B, Bethany Kangiser & Michael Kangiser; Auto accident route 4 south. \$8,115,329.15; Open Claim.
21. CC2020-16, Louis Mendez; Wrongful imprisonment; \$3,000,000; Claim Denied.
22. CC2020-17, Nicky Creekmore; Assault and Battery; \$400,000; Open Claim.
23. June2020, Tom Croskrey; Admin Violations; \$3,500,000; Open Claim.

Sincerely,

Adam Morasch

Adam Morasch
Risk Manager

CC: Jerrod MacPherson
Ryan Brown
Aileen Coverdell

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Service Agreement with Deuces Dirt Hogz	
Presenter:	Personal Property Manager/Benton County Auditor	
Prepared By:	Deidra Beck	
Reviewed By:	Lorene Roe	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

Benton County Elections requests approval of entering a Service Agreement with Deuces Dirt Hogz to provide janitorial cleaning and sanitation of their temporary Voting Center located at 2610 N Columbia Center Blvd., Richland, WA 99352.

The Service Agreement with Deuces Dirt Hogz will be for the period of September 16, 2020 through December 31, 2022.

Fiscal Impact

Amount: \$13,850.00

Fund: Current Expense/Election Reserve

Recommendation

Chairman of the Board sign the Service Agreement between Deuces Dirt Hogz and Benton County.

Suggested Motion

Approve as part of the consent agenda.

D. Beck
B. Chilton

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONTRACT BETWEEN DEUCES DIRT HOGZ AND BENTON COUNTY ELECTIONS

WHEREAS, the Election division of the Auditor's Office has leased a Board approved off-site Voting Center, and in leasing, a short-term janitorial company is needed for weekly and bi-weekly cleaning during the election cycles from September 18, 2020, through December 31, 2022. The need of thorough and sanitation cleaning is especially necessitated during this time of COVID19 precautions while servicing the public.

WHEREAS, Deuces Dirt Hogz, a deep cleaning and sanitation services company, has agreed to provide cleaning services from September 16, 2020, through December 31, 2022.

WHEREAS, a service agreement has been prepared for cleaning services not to exceed \$13,850.00.

BE IT RESOLVED, the Chairman of the Board is authorized to sign the Service Agreement between Deuces Dirt Hogz Cleaning Service and Benton County Elections, for the period of September 16, 2020, through December 31, 2022.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners of Benton
County, Washington

Attest: _____

D. Beck
B. Chilton

**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 St., Prosser, WA 99350 (hereinafter "COUNTY"), and **Deuces Dirt Hogz LLC**, a limited liability company organized under the laws of the State of Washington with its principal offices at 8408 Nash Dr., Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

Exhibit A - L & I Prevailing Wage Section.

2. DURATION OF CONTRACT

The term of this Contract shall begin on September 16, 2020, and expire on December 31, 2022. The CONTRACTOR shall complete and provide all janitorial services specified herein no later than the expiration date.

3. SERVICES PROVIDED

The Contractor shall provide all janitorial services specified herein at the Benton County Voting Center (hereinafter "VOTING CENTER") located at 1610 N. Columbia Center Blvd., Richland, WA 99352 according to the following:

- One-time weekly restroom sanitation and vacuuming with one window washing at the VOTING CENTER from September 18, 2020 through October 15, 2020.
- Twice weekly restroom sanitation and vacuuming at the VOTING CENTER from October 19, 2020 through November 05, 2020.
- Eleven (11) total cleaning services from September 16, 2020 through November 05, 2020 at the VOTING CENTER.

- As needed and requested services provided from November 06, 2020, through December 31, 2022.
 - One-time cleaning and sanitizing of the rearward, vacant area to restore it to satisfactory, usable condition.
- a. The CONTRACTOR shall sanitize both the women's and men's restroom facilities and vacuum the entire service area at the VOTING CENTER.
 - b. The CONTRACTOR agrees to provide additional, on demand, specific cleaning requests outside of the regular restroom sanitizing and vacuuming.
 - c. 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.
 - d. The CONTRACTOR shall be allowed to store any equipment and/or supplies on the premises in a storage area designated by the COUNTY.
 - e. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
 - f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

Currently:

- One-time weekly on Friday.
- Twice weekly on Wednesday and Friday.

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:	Johnathan Witherspoon, Owner
Address:	8408 Nash Dr. Pasco, WA 99301
Phone:	(423) 605-6701
Email:	dirthogdeuce@gmail.com

b. For COUNTY:

Name: Deidra Beck
Address: P.O. Box 1440
Prosser, WA 99350
Phone: (509) 736-2727 Ext. 6005
Email: Deidra.beck@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid \$150.00 per cleaning from September 16, 2020, through November 05, 2020.
- b. The amount payable by the COUNTY to this CONTRACTOR under this Contract shall not exceed \$1650.00, excluding taxes, if any, for the agreed eleven (11) total cleaning services from September 16, 2020, through November 05, 2020.
- c. For as needed services such as the sanitizing of both restrooms and vacuuming of the entire surface area performed under this Contract by the CONTRACTOR from November 06, 2020, through December 31, 2022, the CONTRACTOR shall be paid \$175.00 per cleaning.
- d. For additional requested services performed under this Contract by the CONTRACTOR, the CONTRACTOR shall be paid \$30.00 per hour.
- e. The CONTRACTOR shall be paid \$2000.00 by the COUNTY for a one-time cleaning and sanitizing of the rearward area.
- f. The maximum total amount payable by the COUNTY to this CONTRACTOR shall not exceed \$13,850.00, excluding taxes, if any.
- g. The CONTRACTOR acknowledges that prevailing wages will be paid to all workers employed by the CONTRACTOR when contracted with public building service maintenance contracts per RCW 39.12.020 and WAC 296-127-023.

Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via

<https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/> in accordance with Exhibit A.

- h. The CONTRACTOR may submit invoices to the COUNTY not more than twice per month during the progress of the work. Invoices shall cover the cleaning jobs the CONTRACTOR performed for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the two weeks following the actual delivery of work and will remit payment within (30) days from the date of receipt of the invoice.
- i. Payment by the COUNTY shall be made by check to Deuces Dirt Hogz and sent to 8408 Nash Dr., Pasco, WA 99301.
- j. 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.
- k. 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 five (5) 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.
- l. Unless otherwise provided in this Contract, 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 completion and quality of the work, even if the work is accepted by the COUNTY.

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

this Section 7 shall survive termination and expiration of this Contract.

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the

CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

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

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

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

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

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

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

the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly

replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does
9. 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.
10. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. Verification of Coverage and Acceptability of Insurers:

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the 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. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. ENTIRE AGREEMENT

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

22. NOTICES

Any notices 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.

23. 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); inspection and keeping of records and books (Section 15); litigation hold notice (Section 25); Public Records Act (Section 26); and confidentiality (Section 18).

24. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 15 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 15 of this Contract.

25. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act 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 September 16, 2020.

Dated: _____

Dated: 10/16/2020

FOR: BENTON COUNTY

FOR: DEUCES DIRT HOGZ LLC

Chairman



Signature

Member

Owner

Title:

Member

Johnathan Witherspoon

Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Reid Hay, Civil Deputy Prosecuting
Attorney

RE: Service Contract | Deuces Dirt Hogz | Draft Review



Reid Hay

To Deidra Beck; Shannon Christen; Brenda Chilton; Adam Morasch

Cc Lorene Roe; Robert Blain; Amanda Hatfield

You forwarded this message on 10/19/2020 10:18 AM.

It looks good to me. I can approve as to form.

-- Reid

Reid Hay

Deputy Prosecuting Attorney

Benton County Prosecuting Attorney's Office

Phone: (509) 735-3591

Fax: (509) 222-3705

This email, any and all attachments hereto, and all information contained and conveyed herein may contain and be deemed confidential and/or otherwise privileged information. If you have received this email in error, please notify the sender immediately. It is illegal to intentionally intercept, endeavor to intercept or procure any other person to intercept or endeavor to intercept such information.

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

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

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

The Department of Labor & Industries prevailing wage rate website is <http://wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

The publication date to use is 09/16/2020.

The project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Public Works Department, 620 Market Street, Prosser, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 0149101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File

Prepared by: M. Johnson

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: _____

Dept Nbr: 000

Fund Name: Protective Inspection Services

Fund Nbr: 0149101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
524.200	3201	Vehicle Fuel	\$10,000	524.200	2102	Social Security	\$700
524.200	4301	Travel	\$4,000	524.200	2103	Medical Insurance	\$15,800
524.200	4905	Training	\$2,000	524.200	2104	Retirement	\$9,000
524.200	9102	Legal Services	\$10,800	524.200	2119	Paid Family Leave Act	\$1,300
TOTAL				TOTAL			
\$26,800				\$26,800			

Explanation:

Transfer is needed to keep Benefits category from being over budget.

Prepared by: Michelle Johnson

Date: 14-Oct-2020

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Request for Proposal for Microfilm Conversion	
Presenter:	n/a	
Prepared By:	Elaine Osborne	
Reviewed By:	Josie Delvin / Eric Andrews	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <u> </u> <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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Benton County Clerk has approximately 1311 reels of 16 mm microfilm of court documents that need to be converted into digital format. Due to the anticipated cost of this project a Request for Proposal needs to be made to solicit pricing.

Fiscal Impact

Funds have been allocated through the Trial Court Improvement Fund #0156-101 and the Clerk's Public Safety Tax Fund #0148101.106 for this project.

Recommendation

We request that a resolution be signed authorizing the Clerk's Office to submit this Request for Proposal for Microfilm conversion of court documents

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE CLERK TO SOLICIT PRICING BY REQUEST FOR PROPOSAL FOR CONVERSION OF MICROFILM DOCUMENTS INTO DIGITAL FORMAT;

WHEREAS, the Benton County Clerk needs to convert court documents currently stored on microfilm into a digital format to integrate these records into our current document management system OnBase; and

WHEREAS, the Benton County Clerk needs to determine the cost of conversion by advertising a Request for Proposals from such vendors; and

NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Benton County Clerk's request to solicit pricing for converting microfilm documents into digital format.

Dated this _____ day of October 2020.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Request of Proposal

The Benton County Clerk will be accepting proposals for converting court documents stored on 16 mm reel film (microfilm) records to electronic format to be imported into our document management system OnBase.

Proposals may be submitted to the Benton County Clerk either by email to clerk@co.benton.wa.us, by mail, or by physical delivery:

Mailing Address:

Attn: Elaine Osborne
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336

Physical Address:

620 Market Street
Prosser, WA 99350

This document and the associated materials constitute an invitation to submit proposals only, and do not represent an offer to contract. Benton County reserves the right to reject any and/or all proposals at any time without penalty. Benton County reserves the right with the vendor to further amend, modify, refine, or delineate a proposal. Further, Benton County reserves the right to waive informalities in the bidding, to not make an award, if it is deemed that no single proposal fully meets the project goals and requirements.

Once submitted, your proposal will be part of a competitive appointment process. It is important to answer all subject areas completely and thoroughly and give specific details. A demonstration or sample may be requested of a vendor.

Note: All proposals must be received by no later than 4:00 pm on Monday, October 16, 2020.

Proposals will not be accepted after that date and time. Postmarks will not be considered in determining the timeliness of submitted proposals. All expenses for preparation of the proposal package are the responsibility of the vendor. All materials submitted in response to this RFP will become the property of Benton County and are subject to public disclosure under the provisions of Chapter 5.14 Benton County Code and applicable state and federal laws.

Purpose and Background

The purpose of this RFP is to solicit proposals from vendors interested in assisting the Benton County Clerk's Office with converting court documents currently stored on microfilm into an electronic format that can be imported into our current document management system, OnBase.

Scope of Work

The vendor shall provide and deliver technology and services capable of, but not limited to the following:

- Benton County Clerk has approximately 1311 reels of 16 mm film that needs converting;
- Documents to be delivered in multi-page TIFF format (300dpi) BW;
- Indexed by Case Number, Case Title, Sub number for cases beginning with 1979;
- Indexed for pre-1979 (preSCOMIS) by Case Number, Case Title
- Manual Image Enhancement (if needed);
- Pick up of microfilm reels from Prosser, WA and returned to Prosser, WA;
- Coordinate with Clerk's Office and County Information Technology on quality and integration of documents into our current document management system, OnBase
- Provide sample of microfilm document conversion from one of the Benton County Clerk's existing reels;
- Vendor and all vendor's employees working on this project must sign and provide to County a Non-Disclosure Confidentiality Agreement;

Evaluation Criteria

Benton County intends to enter into contract with a vendor that, in the County's determination, offers services that would be most advantageous to the County.

- The accuracy and quality of the converted documents;
- Feedback provided by current and past clients of the vendor;
- The total cost of the project;

Proposal Format

To be considered complete, the proposal must provide all information requested in the RFP. Proposals will contain the following sections:

1. Executive Summary Cover Letter
Address cover letter to Elaine Osborne, Chief Deputy Clerk. The letter must state the ability to comply with all the stipulations of this RFP.
2. Detailed cost proposal for scope of work and time expectations.
3. References of at least 3 customers, who have used your company for microfilm conversion preferably County Clerk's Offices with similar number of documents. Failure to include references and/or inability to contact references shall be ample cause for rejection of your proposal response.

Process/Submission of Proposal

All proposals must be received by no later than 4:00 pm on Monday, October 16, 2020. Proposals will not be accepted after that date and time. Benton County accepts no responsibility for lost or misdirected proposals.

All proposals submitted to the County become the property of the County and as such, fall under the requirements of the Washington State Public Records Act (RCW 42.56).

Results Notification

The County will notify the successful vendor via email with a notice of intent to award upon completion of the review process. Vendors submitting proposals that were not selected will be notified by email.

Questions

The County will be bound only by the County's written responses to questions. All questions regarding this RFP should be directed via email to Elaine Osborne at: elaine.osborne@co.benton.wa.us.

Approved as to form:

/s/ Eric Andrews
Benton County Prosecuting Attorney's Office
10/7/2020

**BENTON COUNTY BACKGROUND CHECK
AUTHORIZATION AND RELEASE**

Department or Business Name

Position Title

Last Name

First Name

Middle Name

All Other Previous Names Used

Date of Birth

Driver's License Number/State

Social Security Number

States of Residence (Current and all former within last 10 years)

Acknowledgment

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work. **I understand that employment or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be disciplined or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

Authorization and Release

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

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

Adverse History Information

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

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

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

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

Continuing Nature of Adverse History Information

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

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

Signature

Date

A minimum of two day required for processing.

Do Not Write Below This Line

Comments:

COMPLETED BY AND DATE:

CC:

Confidentiality Agreement

I understand that I may have access to confidential information and records in files and databases such as court case files while performing my duties during the conversion process of the Benton County Clerk's microfilm records into a digital format. By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that court case files and automated databases contain confidential, sealed as well as public information.
2. I understand that I may access, read or handle confidential/sealed records to the extent required in and for the purpose of, performing my assigned duties during this microfilm conversion project.
3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential/sealed information obtained during this project.
I understand that:
 - a. Maintaining confidentiality includes not discussing confidential information outside of the workplace, or outside of my usual work area.
 - b. After the completion of the microfilm conversion project, I may not divulge any information obtained during this project.
4. I understand that a breach of confidentiality may be grounds for disciplinary or legal action and may include termination of employment and/or termination of the conversion project awarded to my employer.
7. I agree to notify my supervisor and the Benton County Clerk immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person.

Printed Name

Signature

Date

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

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

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

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

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

ANTI-DISCRIMINATION CERTIFICATE

STATE OF WASHINGTON
County of Benton

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

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

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

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115
TO DEPARTMENT NUMBER 102

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 102

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$101,704	514.410	4103	Professional Services	\$101,704
TOTAL			\$101,704	TOTAL			\$101,704

Explanation:

To appropriate funding for the Grant Agreement between Benton County and the Center for Tech & Civic Life, Resolution 2020-706. The Grant was not included in the current budget.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115
TO DEPARTMENT NUMBER 117

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	\$158,894	515.300	1830	Deputy Prosecuting Attorney	\$8,041
				515.300	2102	Social Security	\$1,600
				515.300	2103	Medical Insurance	\$10,773
				515.300	2104	Retirement	\$8,823
				515.300	2119	Paid Family Leave Act	\$5,327
				515.311	1358	Child Interviewer	\$5,460
				515.311	2102	Social Security	\$413
				515.311	2103	Medical Insurance	\$798
				515.311	2104	Retirement	\$950
				515.311	2119	Paid Family Leave Act	\$220
				515.320	1339	Legal Support Analyst	\$3,582
				515.320	1342	Senior Civil Deputy	\$7,668
				515.320	1350	Senior Civil Deputy	\$25,573
				515.320	1353	Civil Legal Secretary	\$3,420
				515.320	1795	Deputy Prosecuting Attorney IV	\$8,892
				515.320	2102	Social Security	\$4,078
				515.320	2103	Medical Insurance	\$4,020
				515.320	2104	Retirement	\$8,209
				515.320	2119	Paid Family Leave Act	\$1,634
				515.330	1178	Legal Secretary VI	\$2,788
				515.330	1336	Prosecuting Attorney	\$31,967
				515.330	1341	Office Administrator	\$5,436
				515.330	2102	Social Security	\$1,039
				515.330	2103	Medical Insurance	\$1,626
				515.330	2104	Retirement	\$5,773
				515.330	2119	Paid Family Leave Act	\$784
TOTAL			\$158,894	TOTAL			\$158,894

Explanation:

To appropriate funding for wages & benefits

Prepared by: Linda Ivey

Date: 15-Oct-2020

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.292	1812	Work Crew Officer	\$24,000	523.620	1933	Salary Attrition Allowance	\$281,000
523.292	1925	Overtime	\$1,030				
523.292	1935	Holiday	\$3,600				
523.292	2102	Social Security (FICA)	\$2,500				
523.292	2103	Medical Insurance	\$6,800				
523.292	2104	Retirement	\$3,200				
523.294	1814	Custody Officer	\$24,100				
523.294	1925	Overtime	\$800				
523.294	1935	Holiday	\$3,300				
523.294	2102	Social Security (FICA)	\$2,400				
523.294	2103	Medical Insurance	\$6,800				
523.294	2104	Retirement	\$3,200				
523.296	1135	Custody Officer	\$52,100				
523.296	1925	Overtime	\$1,000				
523.296	1935	Holiday	\$5,200				
523.296	2102	Social Security (FICA)	\$7,900				
523.296	2103	Medical Insurance	\$30,800				
523.296	2104	Retirement	\$12,000				
523.620	9167	Sheriff-Custody Assessment	\$90,270				
TOTAL			\$281,000	TOTAL			\$281,000

Explanation:

Line item transfers to salary attrition allowance due to retro pay and COLA's for 2018, 2019 and 2020. These wage increases were not included in the biennial budget for 2019-2020.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020
Subject:	Third Amendment to the Agreement between Benton County and Naphcare, Inc.
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2017-312 dated May 9, 2017, the Board of County Commissioners awarded the agreement to NaphCare, Inc. to provide quality health care services to inmates and detainees of the Benton County Jail with the contract commencing June 1, 2017 and terminating May 31, 2020.

Per Resolution 2018-363, the First Amendment was necessary as both parties agreed to add one (1) FTE Administrative Assistant/Medical Assistant to the Agreement staffing plan and amend the amount to be paid.

Per Resolution 2020-295, the Second Amendment was necessary as both parties wished to amend compensation pursuant to Article VIII; extend the term of the Agreement pursuant to Article IX; and replace Exhibit A to add 1.0 FTE Registered Nurse to the staffing plan.

The attached Third Amendment is necessary as both parties wish to add Section 2.8 pursuant to Article II regarding filling vacant positions, amend compensation to increase the overall amount of the Agreement, and extend the term of the Agreement to March 31, 2021 to allow additional time to prepare a RFQ.

Fiscal Impact

Said expenditures shall be paid from Department 120.

Recommendation

Approve the attached Resolution and Third Amendment for the agreement between Benton County and NaphCare, Inc. for reasons as mentioned above and further outlined in the attached Third Amendment.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE THIRD AMENDMENT TO THE AGREEMENT BETWEEN BENTON COUNTY AND NAPHCARE, INC. TO PROVIDE QUALITY HEALTH CARE SERVICES TO INMATES AND DETAINEES OF THE BENTON COUNTY JAIL LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 2017-312 dated May 9, 2017, the Board of County Commissioners awarded the agreement to NaphCare, Inc. to provide quality health care services to inmates and detainees of the Benton County Jail with the contract commencing June 1, 2017 and terminating May 31, 2020; and

WHEREAS, per Resolution 2018-363, First Amendment was necessary as both parties agreed to add one (1) FTE Administrative Assistant/Medical Assistant to the Agreement staffing plan and amend the amount to be paid, as further outlined in the First Amendment; and

WHEREAS, per Resolution 2020-295, the Second Amendment was necessary as both parties wished to amend compensation pursuant to Article VIII; extend the term of the Agreement pursuant to Article IX; and replace Exhibit A to add 1.0 FTE Registered Nurse to the staffing plan, as further outlined in the Second Amendment; and

WHEREAS, the attached Third Amendment is necessary as both parties wish to add Section 2.8 pursuant to Article II, amend compensation pursuant to Article VIII, and extend the term of the Agreement pursuant to Article IX; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Third Amendment to the Agreement between Benton County and NaphCare, Inc and hereby authorizes the Chairman of the Board to sign said Third Amendment attached hereto; and

BE IT FURTHER RESOLVED, effective June 1, 2020, the amount to be paid by the County to Contractor for the period of June 1, 2020 – March 31, 2021 of this Agreement shall be one million nine hundred eighty thousand dollars and zero cents (\$1,980,000.00). Each monthly payment amount shall be one hundred ninety eight thousand dollars and zero cents (\$198,000.00); and

BE IT FURTHER RESOLVED, the term of the Agreement shall be from June 1, 2017, at 12:00 a.m. through March 31, 2021, at 11:59 p.m. unless the Agreement is earlier terminated or other notice of termination is given, as set forth in Article IX.

Dated this _____ day of _____, 2020

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member

Constituting the Board of County Commissioners
of Benton County, Washington

**Third Amendment to
Agreement for Inmate Health Care Services
between
NaphCare, Inc.
and
Benton County, Washington**

THIS THIRD AGREEMENT AMENDMENT, made and entered into this 8 day of October, 2020 by and between the County of Benton, a political subdivision of the State of Washington, (hereinafter, "COUNTY") acting by and through its duly elected Board of County Commissioners, and NaphCare, Inc., (hereinafter, "CONTRACTOR") an Alabama corporation doing business in Washington State.

Whereas, COUNTY and CONTRACTOR entered into an Agreement dated May 9, 2017 to provide for the delivery of quality health care to Inmates and Detainees of the Jail.

Whereas, the First Amendment was necessary as both parties agreed to modify certain terms of the Agreement to add 1.000 FTE Medical Assistant to the current staffing plan.

Whereas, the Second Amendment was necessary as both parties wish to amend the compensation pursuant to Article VIII; extend the term of the Agreement pursuant to Article IX; and replace Exhibit A to add 1.000 FTE Registered Nurse to the current staffing plan.

Whereas, this Third Amendment is necessary as both parties wish to amend add Section 2.8 pursuant to Article II; amend compensation pursuant to Article VIII; and extend the term of the Agreement pursuant to Article IX.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Agreement shall remain in effect except the following Article II, Article VIII and Article IX, which are amended as follows:

- a) Pursuant to Article II – Section 2.8 is hereby added with the following:
 - 2.8 CONTRACTOR may utilize a higher level staff member to fulfill any vacant position and this provision shall allow for CONTRACTOR to modify the required staffing requirement hours by substituting up to 1.00 FTE of required Medical Director/Physician time with up to 2.00 FTE additional Nurse Practitioner/Physician Assistant time. Two hours of total services rendered by the NP/PA shall be considered equivalent to one hour of service rendered by a Medical Director/Physician.

- b) Pursuant to Article VIII - Section 8.0.3 is hereby deleted and replaced in its entirety with the following:

8.0.3. Effective June 1, 2020, the amount to be paid by the COUNTY to CONTRACTOR for the period of June 1st – March 31, 2021 of this Agreement shall be one million nine hundred eighty thousand dollars and zero cents (\$1,980,000.00). Each monthly payment amount shall be one hundred ninety eight thousand dollars and zero cents (\$198,000.00).

c) Pursuant to Article IX, - Section 9.0 is hereby deleted and replaced in its entirety with the following:

9.0 TERM. The term of this AGREEMENT shall be from June 1, 2017, at 12:00 a.m., through March 31, 2021, at 11:59 p.m. unless this AGREEMENT is earlier terminated or other notice of termination is given, as set forth in this Article.

This section was intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Third Agreement Amendment to be executed as their official act by their respective representative, legal representatives and is effective upon signature of both parties.

Date

COUNTY OF BENTON, WASHINGTON

James Beaver, Chairman, County Commissioner

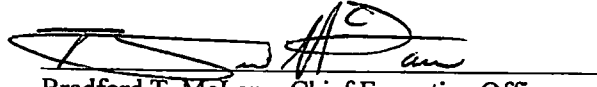
Approved as to form:



Ryan J Lukson, Civil Deputy Prosecuting Attorney

October 8 2020
Date

NAPHCARE, INC.



Bradford T. McLane, Chief Executive Officer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Purchase Agreement with Crown Paper & Janitorial Supply Company for the Procurement of Paper and Glove Supplies – CB 20-20	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Chief Souza	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2020-572 dated August 25, 2020, the Board of Benton County Commissioners solicited bids for the procurement of Paper and Glove Supplies (CB 20-20) for the Benton County Corrections Department.

Per Resolution 2020-716 dated October 13, 2020, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of paper and glove supplies and required them to enter into a purchase agreement, as further stipulated in the bid documents.

Fiscal Impact

Expenditures will be included in the 2021-2022 budget process and shall be paid out of Current Expense, Dept. 120.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company and authorize the Chairman of the Board to sign the attached said Agreement.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PURCHASE OF PAPER AND GLOVE SUPPLIES TO CROWN PAPER & JANITORIAL SUPPLY COMPANY FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2020-572 dated August 25, 2020 the Board of Benton County Commissioners solicited bids for the procurement of Paper and Glove Supplies (CB 20-20) for the Benton County Corrections Department; and

WHEREAS, per Resolution 2020-716 dated October 13, 2020, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of Paper and Glove Supplies and required them to enter into a purchase agreement, as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Crown Paper & Janitorial Supply Company for the purchase of Paper and Glove Supplies for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount not to exceed \$180,000.00 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2021 and shall continue until December 31, 2022.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **CROWN PAPER & JANITORIAL SUPPLY COMPANY**, 100 Avery Street, Walla Walla, WA 99362 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Paper and Glove Supplies CB 20-20*** in accordance with its bid dated **September 2, 2020** to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchasing the quantity of products provided in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for ***Paper and Glove Supplies CB 20-20***, and corresponding documents, all of which are on file in the office of the Benton County Corrections Department, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the prices set forth in Exhibit A, with the exception of the purchase of gloves. County will compensate the Vendor \$3.00 per case over Vendor's actual cost for the purchases of gloves. Vendor shall provide the County with an invoice demonstrating its actual cost for any purchase of gloves by County. The overall Agreement amount shall not exceed **\$180,000.00**, including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Corrections Department, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336 between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For Vendor: Doug Hamilton, President
100 Avery Street
Walla Walla, WA 99362
Tel: (509) 529-4561
Email: dhamilton@walternelson.com

- b. For County: Lisa Small, Procurement/Contract Coordinator
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2021 and shall continue until *December 31, 2022*. Upon mutual agreement of both parties this Agreement may be extended for up to two (2) 12-month periods subject to agreement between both parties regarding cost adjustments. Cost adjustments for renewal options must be submitted by July 31, of every year.

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

10. Insurance:

a. **Workers Compensation:** Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all

fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 will contain an endorsement naming the County, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor'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.

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

- \$500,000 Each Accident
- \$500,000 Policy Limit for Disease
- \$500,000 Each Employee for Disease

c. **Automobile Liability:** The Vendor shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Vendor has no owned autos, 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

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

2. The Vendor'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, its officers, officials, employees or agents.
4. The Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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.
7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a 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 284-15 WAC.

1. All insurance to be maintained by the Vendor, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the County, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the County. Any insurance or self-insurance maintained by the County, its elected and appointed officials, employees and agents shall be excess of the Vendor's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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

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

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

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

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

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

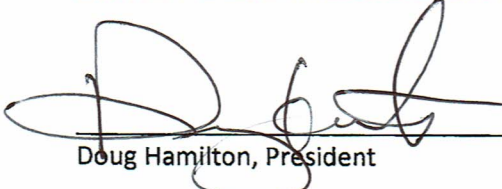
This section was intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2020.

BENTON COUNTY

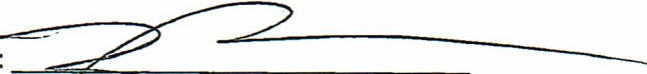
CROWN PAPER & JANITORIAL SUPPLY COMPANY

James Beaver, Chairman Date
Benton County Commissioner



Doug Hamilton, President Date
10-4-20

Approved as to Form:

By: 

Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

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

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

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission. *revised 8-27-20*
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: Addenda Number:
8-27-20 2020 572

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.
6. The following documents are attached to and must be submitted in order for the bid to be considered:
 - (a) Affidavit of Non-Collusion.
 - (b) Anti-Discrimination Certificate.
7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

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

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

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

PAPER AND GLOVE SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	2021/2022 Price	Price Per Packaging (B)	"Estimated" Total (A x B) =
1	Toilet Tissue	Bath Tissue 2Ply 500SH/96RLS/case sheet size 4-3/8 X 3-3/4 36lbs/case	Case	ESSITY	SCATM 1616S	2,000	29.77 30.19	\$29.77	59,540
2	Paper Towels, Multi-fold	white; 9.125 x 9.5 in, 250/bndl; 16 bndls/case	Case	ESSITY	SCAMWB 540A	80	18.82 19.38	\$18.82	\$1,505.60
3	Nitrile Gloves / blue / 5 mil / Medical Examination	multiple sizes (S, M, L, XL, XXL) 10bx/100/case	Case	HOSPECO Dumppot	Nitrile BL 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	400	55.66 88.00	\$55.66	\$22,264 See letter
4	White Roll Paper Towels	8 inch x 800 feet; large core; 6 rolls/case	Case	ESSITY	SCARB 8002	150	23.60 24.12	\$23.60	\$3,540
5	Trash Bags 33 gallon	clear; 250/roll; 25 rolls/case	Case	WALTER NELSON	XN334016CR	100	20.50	\$20.50	\$2,050
6	Trash Bags 12-16 gallon	clear; 1,000/roll; 20 rolls/case	Case	WALTER NELSON	XN334008CR	50	22.12	\$22.12	\$1,106
7	Poly Tubing	12x18 - 500/per roll	Roll	ETK PLASTICS	KF1218MFW	15	53.16 52.95	\$53.16	\$797.40
Subtotal for Paper and Glove Supplies									\$90,803

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 90,803

LUMP SUM (excluding sales tax), in words NINETY Thousand eight hundred & Three only

SUBMITTED ON 9-2-20, 2020

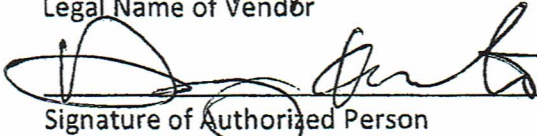
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avery St.
(STREET)

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

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

Crown Paper and Trenching Inc.
Legal Name of Vendor


Signature of Authorized Person

Doug Hamilton
Print Name of Authorized Person



Paper and Janitorial Supply, Inc.



WALTER E. NELSON, CO.

BUILDING MAINTENANCE SUPPLIES • PAPER PRODUCTS • COMMERCIAL LAUNDRY SYSTEMS

Lisa

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

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

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

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

Thank you

Doug Hamilton GM/Partner

Crown Paper and Janitorial Inc.



HOSPECO
CLEAN • PROTECT

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

6/16/2020

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

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

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

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

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

1. Pricing on all disposable gloves and select PPE may be subject to change without our traditional 30 day notice. This price change applies to **both new orders received on/after 7/10/2020 as well as all open orders/backorders in-house and not shipped as of 7/10/2020. On all open orders/backorders, we will reconfirm the price change on the effective date, giving you an opportunity to cancel the order within 3 business days. If we do not receive an acceptance of the price change via return email within this stated response period, we will consider 'no response' as "cancellation" of the order.**
2. Force Majeure requires that **all contract pricing on disposable gloves and select PPE is cancelled as of July 31, 2020.** We are unable to provide any price protection at this time.
3. All disposable gloves remain on allocation. Driven by the COVID pandemic, the sales surge in recent months and a reduction in supply from all factories have required us and other factories to allocate goods at a lesser rate. We are making our best efforts to promptly ship as we receive goods. Orders are being shipped first-in first-out. We do apologize for this inconvenience.
4. All outstanding quotes for disposable gloves and select PPE are no longer in effect.

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

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

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

HOSPECO wish you peace and prosperity.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Purchase Agreement with Crown Paper & Janitorial Supply Company for the Procurement of Jail Chemicals and Janitorial Supplies – CB 20-21	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Chief Souza	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2020-573 dated August 25, 2020, the Board of Benton County Commissioners solicited bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 20-21) for the Benton County Corrections Department.

Per Resolution 2020-717 dated October 13, 2020, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of jail chemicals and janitorial supplies and required them to enter into a purchase agreement, as further stipulated in the bid documents.

Fiscal Impact

Expenditures will be included in the 2021-2022 budget process and shall be paid out of Current Expense, Dept. 120.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Crown Paper & Janitorial Supply Company and authorize the Chairman of the Board to sign the attached said Agreement.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT FOR THE PURCHASE OF JAIL CHEMICALS AND JANITORIAL SUPPLIES TO CROWN PAPER & JANITORIAL SUPPLY COMPANY FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2020-573 dated August 25, 2020 the Board of Benton County Commissioners solicited bids for the procurement of Jail Chemicals and Janitorial Supplies (CB 20-21) for the Benton County Corrections Department; and

WHEREAS, per Resolution 2020-717 dated October 13, 2020, the Board of Commissioners deemed Crown Paper & Janitorial Supply Company to be the lowest responsive bidder for the purchase of Jail Chemicals and Janitorial Supplies and required them to enter into a purchase agreement, as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached purchase agreement to Crown Paper & Janitorial Supply Company for the purchase of Jail Chemicals and Janitorial Supplies for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached purchase agreement between Benton County and Crown Paper & Janitorial Supply Company for a contract amount not to exceed \$150,000.00 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2021 and shall continue until December 31, 2022.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **CROWN PAPER & JANITORIAL SUPPLY COMPANY**, 100 Avery Street, Walla Walla, WA 99362 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Jail Chemicals and Janitorial Supplies – CB 20-21*** in accordance with its bid dated **September 15, 2020** to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchasing the quantity of products provided in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.

2. The Vendor's bid for ***Jail Chemicals and Janitorial Supplies CB 20-21***, and corresponding documents, all of which are on file in the office of the Benton County Corrections Department, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.

3. County will compensate Vendor for the purchase of goods at the prices set forth in Exhibit A with an overall Agreement amount shall not exceed **\$150,000.00**, including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.

4. All deliveries are to be made F.O.B. Benton County Corrections Department, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336 between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.

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

- a. For Vendor: Doug Hamilton, President
100 Avery Street
Walla Walla, WA 99362
Tel: (509) 529-4561
Email: dhamilton@walternelson.com

b. For County: Lisa Small, Procurement/Contract Coordinator
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2021 and shall continue until *December 31, 2022*. Upon mutual agreement of both parties this Agreement may be extended for up to two (2) 12-month periods subject to agreement between both parties regarding cost adjustments. Cost adjustments for renewal options must be submitted by July 31, of every year.

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

10. Insurance:

a. **Workers Compensation:** Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 will contain an endorsement naming the County, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. **Automobile Liability:** The Vendor shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Vendor has no owned autos, 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 Vendor from claims which may arise from the performance of this Contract, whether such operations be by the Vendor or by anyone directly or indirectly employed by the Vendor.

d. **Other Insurance Provisions:**

1. The Vendor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents. Vendor'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 Vendor's insurance policies.
2. The Vendor'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, its officers, officials, employees or agents.
4. The Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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.
7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

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

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a 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 284-15 WAC.

1. All insurance to be maintained by the Vendor, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the County, its

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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

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

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

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

16. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement Representatives Section

of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

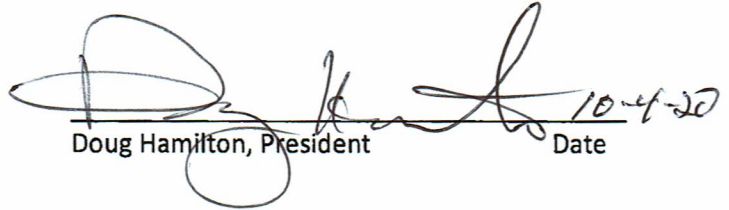
This section was intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____ 2020.

BENTON COUNTY

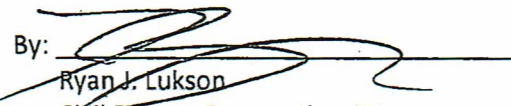
CROWN PAPER & JANITORIAL SUPPLY COMPANY

James Beaver, Chairman Date
Benton County Commissioner



Doug Hamilton, President Date 10-4-20

Approved as to Form:

By: 

Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

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

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

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

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

- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.
6. The following documents are attached to and must be submitted in order for the bid to be considered:
 - (a) Affidavit of Non-Collusion.
 - (b) Anti-Discrimination Certificate.
7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

Crown Paper and Terminal
100 Avery St
Walla Walla WA 99362

Phone 509-529-4561 Fax 509 525-6367

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

LAUNDRY CHEMICALS

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	Active Ingredient Percentage	Oz. Per Load	"Estimated" Quantity of Preferred Packaging (A)	Price per Packaging (B)	"Estimated" Total (A x B) =
1	Concentrated Liquid Laundry Detergent - 100 Lb. Load Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	Crystal Clean	FCCC-55	20% 20%	1102	20	\$ 710.48	\$ 14,209.60 \$ 7,104.80
2	Liquid Oxygenated Bleach - 100 Lb. Load Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in automated dispensing system in both large and small washing machines.	55 Gallon Drum	All Bright H2O2	20PLSAB 55	34 1/2%	302	20	\$ 407.26	\$ 8,145.20
3	Concentrated Liquid Laundry Detergent - 3.5 Cubic Feet Washing Machine 16% - 20% Active Ingredient	Must contain hard water tolerants; able to be used in residential size washing machines.	5 Gallon Pail	Crystal Clean	FCCC-5	20%	1/202	10	\$ 73.34	\$ 733.40
4	Liquid Oxygenated Bleach - 3.5 Cubic Feet Washing Machine 34% Oxygenated Bleach	color-safe for all fabrics; able to be used in residential size washing machines.	5 Gallon Pail	All Bright H2O2	20PLSAB 55	20% 24%	1/2	10	\$ 68.85	\$ 688 \$ 688.50
Subtotal for Laundry Chemical										\$ 16,676.70

JANITORIAL SUPPLIES

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
5	General Cleaner	Quart'r Packs Extra Strength Cleaner (Green)	Case 4 Pk/80/CS	Stearns	ST-680	40	\$ 105.76	\$ 4,214.40
6	Disinfectant	Quart'r Packs Powdered Detergent Disinfectant (Red)	Case 4 PK/125/CS	Stearns	ST-690	40	\$ 144.76	\$ 5,790.40
7	Floor Cleaner	GS Neutral Floor Cleaner (Yellow)	Case 72/2oz per/CS for 2-3 Gal Buckets	Stearns	ST-846	70	\$ 34.50	\$ 2,415.00
8	Bottle - General Cleaner	Quart'r Packs Extra Strength Cleaner Large Mouth Bottle - (Green)	each	Stearns	ST9680	20	\$ 2.60	\$ 52.00
9	Bottle - Disinfectant Bottle	Quart'r Packs Disinfectant Large Mouth Bottle - (Red)	each	Stearns	ST9690	20	\$ 2.60	\$ 52.00

23,776.70
corrected
9/17/21

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
10	Spray Head for General Cleaner Bottle	Green/White Spray Head for Large Mouth Spray Bottle	each	Stearns	ST-ZS-0550	20	\$ 1.05	\$ 21.00
11	Spray Head for Disinfectant Bottle	Red/White Spray Head for Large Mouth Bottle	each	Stearns	ST-ZS-0570	20	\$ 1.05	\$ 21.00
12	Floor Finish	Slip-resistant poly shield, water-based, emulsion-type, metal-interlocked, urethane - fortified, acrylic copolymer floor finish. Minimal maintenance, maintained with weekly high speed burnishing. For high traffic areas. Dries to a high gloss. Levels with no streaks or mop trails. Re-coats and blends well with existing coats. Retains gloss and possesses excellent resistance to scuffs and black heel marks.	5 Gallon Pail	Spectaculor	FcSpec5	20	\$ 69.49	\$ 1,389.80
13	Floor Stripper	Must be able to remove finish from a variety of floor surfaces, including tile and asphalt. Must rinse with water and not require a neutralizer.	Case 4x1Gal/Case	Impllosion	FcImpllosion	20	\$ 49.17	\$ 983.40
14	Floor Maintainer	Snap Back Buffing (Flooring)	Case 4x1Gal/Case	MIST & Shine	FcMS-AT	20	\$ 68.52	\$ 1,370.40
15	Hand Soap Dispensers	Foamy Dispensers - Black	each	Impact	Am 9326	12	\$ 18.15	\$ 217.80
16	Foaming Hand Soap	one gallon container; use current dispenser (See note A below)	Case 4x1Gal/Case	Foamy	FcFoamy	40	\$ 51.52	\$ 2,060.80
17	Floor Buffing/Stripping Pads - 17" White	White Polishing Pad 17" (5/pk)	Package 5/PK	Americo	Am17WT	10	\$ 13.75	\$ 137.50
18	Floor Buffing/Stripping Pads - Red	Red Buffing Pad 17" (5/pk)	Package 5/PK	Americo	Am17RD	10	\$ 13.75	\$ 137.50
19	Floor Buffing/Stripping Pads - Black	Black Strip Pad 17" (5/pk)	Package 5/PK	Americo	Am17BK	10	\$ 13.75	\$ 137.50

Line Item	Item	Description	Packaging	Brand Name	Product Code / Item Number	"Estimated" Quantity of Preferred Packaging (A)	Price Per Packaging (B)	"Estimated" Total (A x B) =
20	Floor Polishing Pads - White	White Polishing Pad 20" (5/pk)	Package 5/PK	Americo	Am20WT	10	\$18.00	\$180.00
21	Dishwashing Liquid	Dawn Ultra Antibacterial Hand Soap - 2.8 FL oz. ^{3.8 oz} 8/per CS	each	Dawn	P6C9738CT	200	\$44.24 5.53	\$6,106.00
22	Scouring Powder	28 oz. Cleanser (12 per case)	Case 24/Case	AJAX	CPC14278	20	\$28.00	\$560.00
23	Bar Towel	Green Striped Bar Towel, 16 x 19, 100% High Grade Cotton, White w/Green Stripe - Length 19in - Width 16in - 12/Dozen	Dozen 12/Dozen	Striped Bar Towel	Bar Towel Green Stripe	20	\$5.98	\$6,196.00
24	Liquid Bleach	(1) gallon size liquid bleach	Case 6/Case	Cascade	BESTBUY	60	\$15.00	\$900.00
25	Hand Sanitizer	Duraview Instant Hand Sanitizer Alcohol	4/2liter/Case	Kuto1	K6667	10	\$60.00	\$600.00
26	Bleach Germicidal Wipes	Refill Clorox Germicidal Wipes - Fresh Scent	2/800 2/700/CS	Ommax	DMX 8003002	20	\$53.67	\$1,073.40

Subtotal for Janitorial Supplies

~~\$24,677.90~~

23,541.50 corrected

Laundry 16,677.90

23,776.70

~~41,289.80~~

47,318.20 corrected
9/17/20

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 41,289.⁸⁰ ^{and} 47,318.20 corrected

LUMP SUM (excluding sales tax), in words forty one thousand two hundred eighty nine.
80 CENTS

SUBMITTED ON 9-2-20, 2020

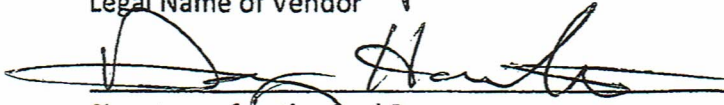
The Vendor by whom this bid is submitted and by whom the Agreement will be entered into, in case this bid is accepted, is a Corporation, Partnership, or Individual doing business at:

100 Avey ST
(STREET)

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

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

Crown Paper and Toner Inc.
Legal Name of Vendor


Signature of Authorized Person

Doug Hamilton
Print Name of Authorized Person

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Purchase Agreement with 911 Supply, Inc. for the Purchase of Employee Uniforms and Other Related Items – CB 20-22	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Chief Souza	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

Per Resolution 2020-574 dated August 25, 2020, the Board of Benton County Commissioners solicited bids for the procurement of Employee Uniforms and Other Related Items (CB 20-22) for the Benton County Corrections Department.

Per Resolution 2020-718 dated October 13, 2020, the Board of Commissioners deemed 911 Supply, Inc. to be the lowest responsible bidder for the purchase of employee uniforms and other related items and required them to enter into a purchase agreement, as further stipulated in the bid documents.

Fiscal Impact

Expenditures will be included in the 2021-2022 budget process and shall be paid out of Current Expense, Dept. 120.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and 911 Supply, Inc. and authorize the Chairman of the Board to sign the attached agreement.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE AGREEMENT TO 911 SUPPLY, INC. FOR THE PURCHASE OF EMPLOYEE UNIFORMS AND OTHER RELATED ITEMS – CB 20-22 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT

WHEREAS, per Resolution 2020-574 dated August 25, 2020, the Board of Benton County Commissioners solicited bids for the procurement of Employee Uniforms and Other Related Items (CB 20-22) for the Benton County Corrections Department; and

WHEREAS, per Resolution 2020-718 dated October 13, 2020, the Board of Commissioners deemed 911 Supply, Inc. to be the lowest responsible bidder for the purchase of employee uniforms and other related items and required them to enter into a purchase agreement, as further stipulated in the bid documents; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby awards the attached Purchase Agreement to 911 Supply, LLC for the purchase of employee uniforms and other related items for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Purchase Agreement between Benton County and 911 Supply, Inc. for a contract amount not to exceed \$75,000.00 including WSST; and

BE IT FURTHER RESOLVED, the attached purchase agreement shall commence January 1, 2021 and shall continue until December 31, 2022.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Attest
Clerk of the Board

Member
Constituting the Board of Commissioners
of Benton County, Washington

VENDOR PURCHASING AGREEMENT

This Agreement is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "County"), and **911 SUPPLY, INC.** an Oregon Corporation, with its principal offices at 4484 River Road N., Keizer, OR 97303 (hereinafter "Vendor").

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

1. Vendor agrees to furnish to the County the products as listed in Exhibit A, for ***Employee Uniforms and Other Related Items CB 20-22*** in accordance with its bid dated **September 16, 2020** to supply the product strictly in accordance with the specifications and requirements set forth therein. The County anticipates purchase of the items listed in Exhibit A but does not guarantee any specific minimum quantity. Vendor agrees to provide any and all purchases at the same cost per item as provided in Exhibit A for the term of the Agreement. In the event the Vendor offers any of the items listed on Exhibit A at a sale price to that provided in Exhibit A attached hereto, the Vendor shall automatically provide that sale price to the County for said item. Vendor further agrees if it is unable to provide any of the products listed herein during the course of this Agreement it will provide a reasonable substitute of said products to the County at the same price. What constitutes a reasonable substitute of any product provided herein is to be determined at the sole discretion of the County.
2. The Vendor's bid for ***Employee Uniforms and Other Related Items CB 20-22***, and corresponding documents, all of which are on file in the office of the Benton County Corrections Department, shall constitute a part of this Agreement and are by this reference incorporated and made a part of this Agreement as though fully set forth. Each party expressly covenants and agrees to carry out and fully perform each and all of the provisions of these documents upon its or his part to be performed.
3. County will compensate Vendor for the purchase of goods at the price set forth in Exhibit A with an overall Agreement amount not to exceed **\$75,000.00** including Washington State Sales Tax. A purchase order is required for each order. The Vendor will supply the quantities of product requested by the County during the term of this Agreement. The Vendor may submit invoices to the County not more than once per month during the course of this Agreement. Invoices shall cover the products supplied to the County during the billing period. The County shall pay the Vendor for products provided in the month following the actual delivery of products and will remit payment within thirty (30) days from the date of receipt.
4. All deliveries are to be made F.O.B. Benton County Jail, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday, except on regularly observed state or federal holidays, unless otherwise requested by the County. Destination will be determined at time of order.
5. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For Vendor: Pete Copp, Store Manager
4484 River Road N.
Keizer, OR 97303
Tel: 877-393-4911
Email: pete@911supply.com

- b. For County: Lisa Small, Procurement / Contract Coordinator
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336
509-783-1451 Ext. 3880
Lisa.Small@co.benton.wa.us

6. Delivery of products cited herein by Vendor must be made within 7 days of order by the County. If product can't be delivered within that period of time for any reason, Vendor must immediately notify the County's above Agreement representative.

7. The Vendor agrees to indemnify and hold harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages arising out of any act or omission of the Vendor, its officers, agents and employees. This includes negligence on the part of the Vendor and its officers, agents and employees due to violation of any code or regulation. It is further provided that no liability shall attach to the County by reason of entering into this Agreement, except as expressly provided herein.

8. This Agreement shall commence January 1, 2021 and shall continue until **December 31, 2022**.

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

10. Insurance:

a. Workers Compensation: Vendor 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 Vendor and employees of any subvendor or sub-subvendor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Vendor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Vendor 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 Vendor, subvendor, or sub-subvendor 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, Vendor shall indemnify the County. Indemnity shall include all fines, payment of benefits to Vendor or subvendor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to County by Vendor

pursuant to the indemnity agreement may be deducted from any payments owed by County to Vendor for performance of this Contract.

b. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Contract, Vendor shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Vender from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by Vendor or by anyone directly employed by or contracting with Vendor. 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 will contain an endorsement naming the County, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Vendor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Vender will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. Vendor'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.

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

\$500,000 Each Accident
\$500,000 Policy Limit for Disease
\$500,000 Each Employee for Disease

c. **Other Insurance Provisions:**

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

4. The Vendor'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 Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverage for subvendors 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.
7. The Vendor shall maintain all required policies in force from the time purchasing commences until purchasing is completed. Certificates, policies, and endorsements expiring before completion of purchases shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. Vendor 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 VENDOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor 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 Vendor enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to Vendor under this Agreement are expressly conditioned upon Vendor's strict compliance with all insurance requirements. Payment to Vendor may be suspended in the event of non-compliance. Upon receipt of evidence of Vendor's compliance, such payments not otherwise subject to withholding or set-off will be released to Vendor.

d. 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 and have a 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 284-15 WAC.

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

the Vendor's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 5.
3. All written notices under this Section 10 and notice of cancellation or change of required insurance coverages shall be mailed to the County's Contract Representative referenced in Section 5.
4. The Vendor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

11. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

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

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

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

15. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

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

17. All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.


18. The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, such termination is in the best interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual products received by County at the prices set forth herein prior to termination. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County will not be obligated to make payments for purchases for amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

IN WITNESS WHEREOF, the parties have executed this Agreement this 5 day of October 2020.

BENTON COUNTY

911 SUPPLY, LLC

James Beaver, Chairman Date
Benton County Commissioner



Pete Copp, Store Manager Date
10/5/20

Approved as to Form:


By: 
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Exhibit A

VENDOR BID FORM

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

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

1. The undersigned Vendor proposes and agrees that if this bid is accepted it will enter into an Agreement with the County in the form reflected in Exhibit D to this Invitation for Bids to supply all items as specified or indicated in the Agreement for the prices and amounts set forth therein.
2. The Vendor accepts all of the terms and conditions of the Invitation for Bids. This bid will remain open for up to 30 days after the day of submission.
3. In submitting this bid, the Vendor represents, as more fully set forth in Exhibit D to the Invitation for Bids, that:
 - a) The Vendor has examined copies of the entire Invitation for Bids, all exhibits thereto, and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date:

Addenda Number:

09/01/20

NO. 1

9/15/20



- b) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham bid; the Vendor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Vendor has not sought by collusion to obtain for himself any advantage over any other vendor or over the County.
4. The Vendor will provide the products for the prices and amounts as set forth in paragraph 9 below.

5. The Vendor agrees to supply the products in accordance with the terms and conditions set forth in Exhibit D.
6. The following documents are attached to and must be submitted in order for the bid to be considered:
 - (a) Affidavit of Non-Collusion.
 - (b) Anti-Discrimination Certificate.
7. Communications concerning this bid shall be addressed to the address of the Vendor indicated below:

911 Supply

Attn: Pete Copp - Sales Manager

4484 River Rd. N.

Keizer, OR 97303

Phone 503-393-4911 Fax 503-393-2107

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

Exhibit A

BASE BID AMOUNT

LUMP SUM (excluding sales tax) \$ 70,869.75 ^{and} # 70,854.75 as corrected

LUMP SUM (excluding sales tax), in words Seventy Thousand Eight Hundred Sixty Nine
3 75/100

SUBMITTED ON 09/16/2020, 2020


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

4484 River Road N.
(STREET)

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

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

911 Supply
Legal Name of Vendor


Signature of Authorized Person

Pete Copp
Print Name of Authorized Person

Pete Copp

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

Importance: High

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

ADDENDUM NO. 1

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

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

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

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
1	Blauer - BDU Short sleeve shirts for Men - Black	Blauer Style #8676 short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea	8676-11	275	\$ 49.01	\$ 13,477.75
2	Blauer - BDU Long sleeve shirts for Men - Black	Blauer Style #8671 long sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671-11	80	\$ 53.42	\$ 4,273.60
3	Blauer BDU Short sleeve shirts for Women - Black	Blauer Style # 8676W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8676W-11	70	\$ 49.01	\$ 3,430.70
4	Blauer - BDU Short sleeve shirts for Women - Black	Blauer Style # 8671W short sleeve MNS with dept. patches on each sleeve, zipper front, mic tab, and name patch.	ea.	8671W-11	20	\$ 53.42	\$ 1,068.40
5	5.11 Tactical Pants for Men	5.11 Tactical Stryke Pants with Flexnac - Storm Gray - Men's - Mfg #74369	ea.	74369-092	350	\$ 53.12	\$ 18,592.00
6	5.11 Tactical Pants for Women	5.11 Tactical Stryke Pants with Flexnac - Storm Gray - Women's - Mfg #64386	ea.	64386-092	100	\$ 53.12	\$ 5,312.00
7	Boots	Danner Acadia - Nylon & Leather	pair	21210	25	\$ 255.60	\$ 6,390.00
8	Coat	5.11 Tactical 3-in-1 Parka - Black with dept. patches sewn on each sleeve - Mfg # 48001	ea.	48001-019	20	\$ 170.00	\$ 3,400.00
9	Skull Cap	Blauer Skull Cap - Mfg #160	ea.	160-11	20	\$ 17.40	\$ 348.00
10	Tie - Grey	Breakaway Tie - Grey	ea.	90010-58	20	\$ 5.15	\$ 103.00
11	Badges	BC1685 - S661EOTAC Shield w/Black Background Badge - Gold plate or Rhodium	ea.	S661EOTAC	20	\$ 93.75	\$ 1,875.00
12	Collar Insignia	Small Insignia's for Corporal, Sergeant, Lieutenant, Captain, & 1,2,3, Stars	ea.	440TG	5	\$ 6.00	\$ 30.00
13	Nametag Holder	Rank and Servicing Since Nametag Holder	ea.	B2490	3	\$ 16.83	\$ 50.49
14	Name plate	2 1/4 X 3/8 Nameplate - Gold or Silver	ea.	J4	3	\$ 11.83	\$ 35.49
15	Outer Duty Belt	Bianchi AccuMold outer duty belt	ea.	7200	30	\$ 36.88	\$ 1,106.40
16	Inner Duty Belt	Bianchi AccuMold inner duty belt	ea.	7205	30	\$ 15.93	\$ 477.90
17	Holster (Patrol)	Safariland ALS # 6360-8192-131	ea.	6360	10	\$ 117.91	\$ 1,179.10

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
18	X26 Taser Holster	Black Hawk BHP taser serpa duty holster	ea.	44HT00	10	\$ 36.09	\$ 360.90
19	Mag Pouch (open top)	Bianchi AccuMold Open Top Magazine Holder Dual	ea.	7320	10	\$ 22.20	\$ 222.00
20	Mag Pouch	Bianchi AccuMold Triple Threat II double mag	ea.	7302	10	\$ 24.68	\$ 246.80
21	Hand Cuffs	Peerless standard Handcuffs	ea.	PR-4710	20	\$ 22.86	\$ 457.20
22	Hand Cuffs	Peerless hinged hand cuffs	ea.	PR-4801	10	\$ 33.08	\$ 330.80
23	Hand Cuff Case	Bianchi AccuMold single cuff case	ea.	7300	5	\$ 20.00	\$ 100.00
24	Hand Cuff Case	Bianchi AccuMold double cuff case	ea.	7317	5	\$ 17.20	\$ 86.00
25	OC-10 case	Bianchi AccuMold OC case	ea.	7307	20	\$ 16.25	\$ 325.00
26	Stinger Flashlight Holder	Bianchi Stinger Flashlight Holder	ea.	7326	5	\$ 12.20	\$ 61.00
27	Radio Case	Bianchi Radio Case #73145	ea.	73145	10	\$ 26.56	\$ 265.60
28	ASP	Steel Friction lock baton foam grip 21"	ea.	52411	1	\$ 99.92	\$ 99.92
29	ASP Holder	Bianchi ASP Baton Holder	ea.	7312	5	\$ 14.06	\$ 70.30
30	Belt Keepers	Bianchi Belt Keepers (Pack of 4)	ea.	7406	10	\$ 9.68	\$ 96.80
31	Tactical Suspenders	Nylon Tactical Suspenders	ea.	174-1	5	\$ 26.60	\$ 133.00
32	Load Bearing Suspenders	Blackhawk Load Bearing Suspenders (or comparative)	ea.	3SLBS1BK	5	\$ 28.28	\$ 141.40
33	Vest Carriers	Safariland "Oregon City" External Carriers - Black	ea.	DN6313	8	\$ 186.75	\$ 1,494.00
34	Vest Carrier Nape Tape w/Velcro	Cloth Name Tape with Velcro Backing	ea.	NT	8	\$ 8.00	\$ 64.00
35	Vest Carrier Panel w/Velcro	Back Panel with Velcro Backing	ea.	AL1	8	\$ 15.00	\$ 120.00

Line Item	Item	Description	Unit	Product Code / Item Number	"Estimated" Qty of Purchase of Each Item A	Price per "Each" Item B	Total "Estimated" Purchase Amount A x B =
		<i>Safariland MRO2 # w/Carrier</i>					
36	Ballistic Vest	Survival Phoenix LT II with carriers - Men & Women	ea.	MRO2	8	\$ 600. ⁰⁰	\$ 4,800.00
37	FTO patch	in matching colors	ea.	NT	5	\$ 5.00	\$ 40.00 <i>25.50</i>
38	Name patch - Cinder (thread color)	in matching colors - Cinder (thread color)	ea.	NT	10	\$ 5.00	\$ 50.00
39	Seatbelt Cutter	Fold Out Seatbelt Cutter	ea	UZI	10	\$ 15.52	\$ 155.20

Total Bid Proposal	\$ 70,869.75
--------------------	--------------

*\$ 70,854.75
Corrected*

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 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:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> 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:

Janet MacKewen 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**

Lisa Roberts 9/23/2020
Signature Date

LISA ROBERTS
Name

EVP of Operations & Workforce Services
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Kyle Sull
Human Services Manager

APPROVED AS TO FORM:

[Signature]
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Ratify Agreement #20/21-DD-CDC-00	
Presenter:		
Prepared By:	Mari Clark, DHS contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County Department of Human Services contracts with Children's Developmental Center to provide services for children ages birth to three years old in accordance with RCW 71A.14. Children's Developmental Center is the lead agency for these services.

Fiscal Impact

Amount: \$86,898.00

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 #20/21-DD-CDC-00 with Children's Developmental Center

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 AGREEMENT #20/21-DD-CDC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER

WHEREAS, this Grant Agreement #20/21-DD-CDC-00 serves to provide services for children ages birth to three years old in accordance with RCW 71A.14; 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 Agreement #20/21-DD-CDC-00, between Children's Developmental Center and Benton County Department of Human Services for a grant maximum of \$86,898.00, 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 Children's Developmental Center, necessary for the disbursement of funds; and

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

Dated thisday of , 2020

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #20/21-DD-CDC-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, a Washington State Not-For-Profit Corporation, with its principal offices at 1549 Georgia Ave. SE, Ste. A., Richland, WA 99352. (hereinafter "Contractor").

Counties Contact Information:

Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:

Cathryn Tames, Director
Children's Developmental Center
1549 Georgia Ave. SE, Ste. A.
Richland, WA 99352
Phone: 509.735.1062 / Fax: 509.737.8492
E-Mail: cathrynt@childrensdc.org

Is the Contractor a subrecipient for purposes of this Agreement No
CFDA Number (Federal Block Grant Funding) N/A

Agreement Start Date September 1, 2020

Agreement End Date (unless terminated sooner as set forth herein this Agreement) June 30, 2021

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration \$86,898.00

Attachments incorporated into this Agreement

Exhibit "A" – Data Security Requirements	Exhibit "B" – Fee-For-Service Schedule
Exhibit "C" - Change/Termination/Withdrawal Form	Exhibit "D" – Travel Policy

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

For the Contractor:

Cathryn Tames Title: Ex. Director Date: 9/3/20

For Benton County:

Jane M. Mackey Date: 09/24/2020
Benton County Commissioners Attest: Clerk of the Board
Per Resolution 2020-258

Approved as to Content

Approved as to Form

Kyle Sullivan
Department of Human Services

[Signature]
Benton County Prosecutor's Office

TABLE OF CONTENTS

GENERAL TERMS AND CONDITIONS

Definitions.....	4
Amendments and Changes in Work.....	5
Assignment, Delegation and Subcontracting.....	5
Audit Requirement.....	6
Choice of Law, Jurisdiction and Venue.....	6
Compliance with Laws.....	6
Compliance with HIPAA.....	6
Debarment Certification.....	6
Disputes.....	6
Entire Agreement.....	6
Hold Harmless and Indemnification.....	6
Independent Contractor.....	7
Insurance.....	8
Non-Discrimination.....	11
Non-Waiver of Rights.....	11
Notices.....	11
Order of Precedence.....	11
Ownership of Materials/Works Produced.....	11
Patent / Copyright Infringement.....	12
Prohibition of Political Activities.....	12
Public Records Act.....	12
Records Maintenance and Inspection.....	12
Litigation Hold Notice.....	13
Reduction or Suspension of Services.....	13
Relationship of the Parties.....	13
Severability.....	13
Successors and Assigns.....	13
Survivability.....	13
Termination.....	13
Treatment of Individuals Served Property.....	14
Treatment of Property.....	14

SPECIFIC TERMS AND CONDITIONS

Definitions.....	15
Purpose.....	17
Client Eligibility.....	17
Credentials and Minimum Requirements.....	17
Home and Community Based Waiver Services Assignment of Medicaid Billing Rights.....	17
Background/Criminal History Check.....	17
Reporting Abuse and Neglect.....	17

STATEMENT OF WORK

Referenced Documents and Policies.....	18
Community Inclusion.....	18
Living Wages.....	18
DDA Person Centered Service Plans.....	19
Individualized Employment and community Inclusion Plans.....	19
Semi-Annual Progress Reports.....	19
Additional Hours Request.....	19
Change/Termination/Withdrawal Form.....	19
Progress Notes.....	19
Client Contact.....	19
Individual Employment and Group Supported Employment.....	19
Six-Month Review/Twelve Month Review.....	19
Employer/Provider Relationship Term.....	20
Phases & Billable Activities.....	20
Home and Community Based Settings.....	20
Quality Assurance and Service Evaluation.....	21
On-Site Evaluation.....	21

CONSIDERATION AND PAYMENT PROVISIONS

Consideration.....	21
Billing Procedures.....	23
Right to Withhold Payment.....	23
Duplicative Funding.....	23

Recovery of Fees23
Reductions in Funding23
Single State Medicaid.....	.24
DSHS/DRW Access Agreement.....	.24

1. GENERAL TERMS AND CONDITIONS

a. Definitions:

- (1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- (2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.
- (3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- (4) **DSHS** means the Washington State Department of Social and Health Services.
- (5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].
- (6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
- (7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.
- (8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.
- (9) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.
- (11) **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
- (12) **Shall** means compliance is mandatory.
- (13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.
- (14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.
- (15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract

agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

- (16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.
- (17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpoaccess.gov/uscode/>.
- (18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- (19) **Vulnerable Adult** means a person:
 - (a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
 - (b) Who has a developmental disability as defined under RCW 71A.10.020; or
 - (c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
 - (d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
 - (e) Receiving services from an individual provider (RCW 74.34.020).
- (20) **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

b. Amendments and Changes in Work:

- (1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
- (2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. Assignment, Delegation and Subcontracting:

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

d. **Audit Requirement:**

- (1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.
- (2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.
- (3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

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

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

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

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

- (1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the

Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

- (2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.
- (3) The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

I. Independent Contractor:

- (1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- (2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.
- (3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- (4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.
- (5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

- (1) **Professional Legal Liability:** Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

- (2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

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

Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- (3) **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- (4) **Automobile Liability:** This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions:**

- (a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.
- (b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.
- (d) 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.
- (e) 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.
- (f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- (g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and

endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

- (6) **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
 - (b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
 - (c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.
 - (d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.
 - (e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

- (f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.
- (g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.
- n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.
- o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
- p. **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 Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
- q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - (1) Applicable federal, state and local law, regulations, rules, and ordinances;
 - (2) Specific Terms and Conditions of this Agreement;
 - (3) General Terms and Conditions of this Agreement;
 - (4) Other terms and conditions of this Agreement.
- r. **Ownership of Materials/Works Produced:**
 - (1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
 - (2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

- s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.
- t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper request is made, the Counties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.
- v. **Records Maintenance and Inspection:**
 - (1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:
 - (a) document the performance of all acts required by law, regulation, or this Agreement;
 - (b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
 - (c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
 - (d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
 - (e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.
 - (2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.
 - (3) **Notice of Inspections:** The Contractor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with

copies of any written reports of such inspections, audits, accreditation or program reviews.

- w. **Litigation Hold Notice:** In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.
- x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.
- y. **Relationship of the Parties:** The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.
- z. **Severability:**
 - (1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
 - (2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
- aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.
- bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.
- cc. **Termination:**
 - (1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay

the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

- (2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.
 - (3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.
 - (4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.
 - (5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.
- dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).
- ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and insure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

2. **Specific Terms and Conditions:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:
- a. **“Acuity Level”** means the level of an individual’s abilities and needs as determined through the DDA assessment.
 - b. **“AWA”** means ALISA Web Access also referred to as the CMIS.
 - c. **“Additional Consumer Services”** refers to indirect client service types as follow:
 - (1) **“Community Information and Education”**: Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
 - (2) **“Training”**: To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills of board or advisory board members.
 - (3) **“Other Activities”**: Reserved for special projects and demonstrations categorized into the following types:
 - (a) **“Infrastructure Projects”**: Projects in support of clients (services not easily tracked back to a specific working age client) or that directly benefit a client(s) but the client is not of working age. Examples include planning services like benefits planning and generic job development. E.g. “Project Search.”
 - (b) **“Start-Up Projects”**: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
 - (c) **“Partnership Projects”**: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).
 - d. **“BARS”** means DDA Budget and Accounting Reporting System.
 - e. **“Client”** means a person with a developmental disability as defined in Chapter 388-823 WAC who is currently eligible and active with Developmental Disabilities Administration.
 - f. **“County”** means the county or counties entering into this Program Agreement.
 - g. **“Consumer Support”** refers to direct Client service types as follows:
 - (1) **“Community Inclusion” or “CI”**: services are individualized services provided in typical integrated and community settings. Services will promote individualized skill development, independent living and community integrations for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

- (2) “Child Development Services” or “CDS”: Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child’s development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
 - (3) “Individual Supported employment” or “IE”: services are a part of an individual’s pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - (4) “Individualized Technical Assistance” or “ITA”: services are a part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.
 - (5) “Group Supported Employment” or “GSE”: services are a part of an individual’s pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.
- h. “**CRM**” means the DDA Case Resource Manager.
 - i. “**CSA**” means County Service Authorization.
 - j. “**DD**” means developmental disabilities.
 - k. “**DDA**” means the Developmental Disabilities Administration within DSHS.
 - l. “**DDA Region**” means the DDA Regional office.
 - m. “**DVR**” means the Division of Vocational Rehabilitation.
 - n. “**HCBS**” means the Medicaid Home and Community Based Services.
 - o. “**ISP**” means the Individual Support Plan, a document that authorizes and identifies the DDA paid services to meet a client’s assessed needs.
 - p. “**PASRR**” means Preadmission Screening and Resident Review.
 - q. “**PCSP**” means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client’s assessed needs. Formerly referred to as the Individual Support Plan.
 - r. “**Quality Assurance**” means an adherence to all Program Agreement requirements, including DDD Policy 6.13, *Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonable expected levels of performance, quality, and practice.
 - s. “**Quality Improvement**” means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

- t. **“Service Provider”** is a qualified client service vendor who is contracted to provide Employment and Day Program services.
 - u. **“Subcontractor”** is the service provider contracted by the County to provide services.
3. **Purpose:** This Program Agreement is entered into between the Counties and the Contractor in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.
4. **Client Eligibility:** Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by the DDA shall be eligible for direct client services under this Agreement. It is DDA’s responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization are not reimbursable under this Program Agreement.
5. **Credentials and Minimum Requirements:**
- a. **Qualified Service Providers:** The Contractor shall meet qualifications as outlined in DDA Policy 6.13 (Program Provider Qualifications) which is incorporated herein by reference.
 - b. **Sufficient Policies and Procedures for Agency:** The Contractor shall maintain adequate internal control systems. The Contractor shall maintain written policy procedural manual/handbook for information systems, personnel, accounting/finance, and implementation of programs in sufficient detail such that operations can continue should staffing change or absences occur.
 - c. **Fiscal Responsibility:** The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.
 - d. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights:** The Contractor shall agree to assign to the Counties its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this Agreement. Written documentation shall be available to DSHS on request.
 - e. **Background / Criminal History Check:** A background criminal history clearance is required every three (3) years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and Chapter 388 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the Counties shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
 - f. **Reporting Abuse and Neglect:** The Contractor and staff are mandated reporters under RCW 74.34.020(13), and must comply with reporting requirements described in RCW 74.34.035, .040, and Chapter 26.44 RCW. If the Counties are notified by DSHS that the Contractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Agreement.

The Contractor is required, per DDA Policy 5.13 (Protection from Abuse: Mandatory Reporting), to promptly report to Counties and DDA if:

- (1) If they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.

- (2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.
 - g. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.
 - h. Contractors who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.
- 6. Statement of Work:** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall provide DD services within the counties as set forth below:
- a. The Contractor shall comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "County Best Practices":
 - (1) DDA Policy 4.11, County Services for Working Age Adults;
 - (2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 1400-1410, 2100, 2110;
 - (3) Criteria for Evaluation;
 - (4) DDA Guiding Values;
 - (5) County Guide to Achieve DDA's Guiding Values;
 - (6) DDA Guidelines for Community assessments within Employment and Vocational Programs; and
 - (7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.
 - b. The Contractor will provide consumer support services that include the following program outcomes:
 - (1) Monthly Community Inclusion service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.
 - (a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.
 - (b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - (c) A client receiving CI services will not receive employment support simultaneously.
 - (d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.
 - (2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of

community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

- (3) The Client's DDA PCSP is the driver for service. The AWA CSA and the hours will not exceed the Client's DDA PCSP. Service changes will not occur until the client has received proper notification from DDA.
- (4) All clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, County, guardian and others as appropriate.
- (5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, CRM, County, guardian and others as appropriate.
- (6) Contractor shall submit the "DDA Additional Hours Request" form to request additional hours. The form shall be submitted to the CRM and County. The request must be made before the hours are provided to qualify for reimbursement.
- (7) Contractor shall submit the "Change/Termination/Withdrawal" form to communicate a reduction in hours, service change, termination of service, or withdrawal from service. Form shall be submitted to CRM and County by the last day of the week, the changes were made.
- (8) Provider will document each activity related to service of the client in the form of progress notes. These notes shall be kept in the client's file and made available for review by the County and/or DDA. Progress notes must include at minimum the following:
 - (a) The date of the activity;
 - (b) A brief description of activity, including how the activity relates to the individual's goals in the Employment/Community Inclusion Plan;
 - (c) The amount of time the interaction took, recorded in quarter hour increments;
 - (d) Name of the person entering the progress note and any staff involved in the activities being recorded.
- (9) All clients will be contacted by their service provider according to Client need and at least once per month.
- (10) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within six (6) months, the Contractor will assure the following steps are taken:
 - (a) Review the progress toward employment goals;
 - (b) Provide evidence of consultation with the Client/guardian; and
 - (c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies and review will be documented for each Client and kept in the Client's file.
 - (d) Contractor will use the Individual Service Review Exhibit G "Individual Service Review" form for documentation.

- (11) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report. The Client may request to participate in Community Inclusion activities, or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.
- (12) For Individual Employment where the Contractor is also the Client's employer, long term funding will remain available to the service provider employer for six-months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the county or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the county or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.
- (13) Individual Employment staff hours must be attributed to the Individual Employment an Billable Activity Phase(s).
- (14) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. The collective group's individual hours should be the minimum staff hours delivered to support the group.
 - (a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).
 - (b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.
 - (c) A GSE agency must have a record of which staff is supporting which clients on any given day.
 - (d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).
 - (e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration function associated with GSE).
 - (f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities – see Phases – to 4 for element/activity description).
- (15) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 520(a)(1), including that:
 - (a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

- (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - (d) The setting facilitates individual choice regarding services and supports, and who provides them.
- (16) **Quality Assurance and Service Evaluation:** The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of such evaluation system shall be provided upon request.
- (17) The County shall evaluate and review services at least one on-site visit to the Contractor during the contract time period. The County will maintain written documentation of the evaluations, recommendations and corrective action plans for the Contractor.
- (a) **Provisional Status:** If the Contractor receives a corrective action plan for not delivering services in accordance with this Agreement, the County reserves the right to place the Contractor on a provisional status, which means:
 - ▶ No new referrals will be issued for services to the Contractor until the Contractor is in compliance with providing services in accordance to this Agreement
 - ▶ DDA will be informed of the provisional status of the Contractor is in compliance with providing services in accordance to this Agreement
 - ▶ Once the Contractor is in compliance with the corrective action plan, the provisional status will be removed, DDA will be informed and the Contractor will be able to resume receiving new referrals
- (18) The Contractor shall participate in regularly quarterly meetings with the County and DDA to remain updated and current on all requirements and information.

7. Consideration

- a. The County shall pay the Contractor for the services outlined in the Statement or Work section of this Agreement provided to eligible clients on a "fee-for-service" basis at the prevailing rates approved by DDA. A detailed description of the compensation (rates) to be paid by the Counties is set forth in Exhibit "" Fee-For-Service Schedule.
- (1) Total consideration billable for birth to three services shall not exceed eighty-six thousand and eight hundred ninety-eight dollars (\$86,898.00).
- b. The Employment Phases & Billable Activates document defines the individual Client services that DDA reimburses. The document can be located on the DSHS DDA County Best Practices website at <https://www.dshs.wa.gov/dda/county-best-practices>.
 - c. The Community Inclusion Phases & Billable Activates document defines the individual Client services that DDA reimburses. The document can be located on the DSHS DDA County Best Practices website at <https://www.dshs.wa.gov/dda/county-best-practices>.
 - d. A claim for each individual that is made must indicate the number of service units delivered to each individual. Units are defined as:

- (1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour must be recorded in quarter hour increments.
- (2) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.
- e. Funds will follow currently authorized clients if they move and/or choose a different qualified provider.
- f. Travel time will be documented from the Contractor's office, previous service site, or other "starting location" which provides the greatest efficiency in time. Whichever starting location is "least" should be documented.
 - (1) Travel time will be documented for direct support staff only.
 - (2) Staff time and travel time to the annual DDA PCSP is reportable under the client's primary service phase.
 - (3) Transportation of clients, other than during the service are not allowed. An example would be picking up a client at home and taking them to the office to job search or taking a client home after services have ended.
 - (4) County approved travel expenses for Additional Consumer Services, will be reimbursed according to the Travel Policy Exhibit E.
- g. The following Additional Consumer Support Services are billable:
- h. Administrative tasks and activities cannot be billed to the client's support hours. Administrative tasks and activities include:
 - (1) Preparing monthly billing
 - (2) Administrative review of client services
 - (3) Quality control of client services by Managers/Supervisors
 - (4) Managers/Supervisors time spent in training of new support staff.
 - (5) Training:
 - (a) Staff Training: Costs incurred for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.
 - (6) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
 - (7) Other Activities:
 - (a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. Project Search.
 - (b) Star-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
 - (c) Partnership projects: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young

adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

8. Billing and Payment

- a. The Contractor shall submit written claims for reimbursements earned on the appropriate forms provided by the Counties. The Counties will pay the Contractor with County warrants within thirty (30) days following the approval of the receipt of claims for payment. All initial claims for reimbursement must be received by the Counties within twenty (20) days following the last day of the month which the service is provided.
- b. Right to Withhold Payment: The Counties expressly reserve the right to withhold payment in whole or in part when:
 - (1) Contractor fails to submit claims for reimbursement within twenty (20) days following the last day of the month and billing has been processed, the Contractor will not receive payment until the next billing cycle;
 - (2) Contractor fails to submit documentation required by the Agreement sufficient to substantiate claims for payments;
 - (3) Contractor fails to maintain its reporting obligations under this Agreement;
 - (4) Claims for payment are inconsistent with the terms and conditions of this Agreement;
 - (5) Contractor doesn't comply with this Agreement; or
 - (6) Contractor is accused of or commits a violation of any local, state, or federal law.
- c. Duplicative Funding:
 - (1) Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.
 - (2) The Contractor shall not charge or accept additional remuneration from any client, relative, friend, payee, guardian, or attorney of the client, or any other person for services provided under this Agreement, other than those specifically authorized by this Agreement.
 - (3) In the event the contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged. Any violation of this provision shall be deemed a material breach of this Agreement.
- d. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.
- e. Reduction in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives from the State for contracted services is withdrawn, reduced or limited, The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the contractor promptly of any reduction or proposed reduction in funding. The contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

9. **Single State Medicaid Agency – Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.
10. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that its staff have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141. 10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
4. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the

above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password of other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. Paper documents. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. Data storage on portable devices or media.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data;

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as physical token or biometrics;

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes;

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

- (i) Keeping them in locked storage when not in use,
- (ii) Using check-in/check-out procedures when they are shared, and
- (iii) Taking frequent inventories

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

(1) DSHS Confidential Information may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recover purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at the time in accordance with the disposition requirements in Section 5. Data Disposition.

4. **Cloud Storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the contractor has control of the environment in which the Date is stored. For this reason:

a. DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

- (1) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the County and keep a copy of that attestation for your record in writing that all such procedures will be uniformly followed;
- (2) The Data will be Encrypted while within the contractor network;
- (3) The Data will remain Encrypted during transmission to the Cloud;
- (4) The Data will remain Encrypted at all times while residing within the Cloud storage solution;
- (5) Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor;

(6) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network;

(7) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network;

(8) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

b. Data will not be stored on an Enterprise Cloud storage solution unless either:

(1) The Cloud storage provider is treated as any other Sub-Contractor and agrees in writing to all of the requirements within this exhibit; or,

(2) The Cloud storage solution used is HIPAA compliant;

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

3. **System Protection** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The produce, its anti-virus engine, and any malware database they system uses, will be no more than one update behind current.

4. **Data Segregation**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or

- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on :	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the County Representative verbally within twenty-four (24) hours of the occurrence and followed by written documentation within

five working days unless otherwise requested. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

- 7. Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared, must include the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

By signing below, your agency is agreeing they are in full compliance with the listed Data Security Requirements.

Agency: Children's Developmental center Date: 9/3/20
Authorized Signature: James

Benton County
 Department of Human Services
FEE FOR SERVICES SCHEDULE
 July 1, 2020 – June 30, 2021

1. Clients Authorized for Services:

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	\$100.00		Month
.62 Group Supported Employment	Group Site Training	\$65.00	Hour
	Community Integrated Individual Activity	\$65.00	
.64 Individual Employment	Individual Employment Activities	\$75.00	Hour
.67 Community Access	\$35.00		

2. Clients Authorized for Medicaid Funds: Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. Service Unit Definitions:

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

- a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or
- b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.
- c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Benton County DHS Change-Withdrawal-Termination Form

This form is to be filled out when there is a change in service, when a client withdraws' from services, or when the agency or DDA terminates the service for an individual. Completed forms shall be submitted through the secure portal to DHS Counties Coordinator at mari.clark@co.benton.wa.us by the last day of the month the changes were made.

Date: Click here to enter text.

Client Name: Click here to enter text.

Client ADSA ID #: Click here to enter text.

DDA CRM Name: Click here to enter text.

Agency: Click here to enter text.

Agency Staff Member: Click here to enter text.

Agency Contact Number: Click here to enter text.

Notification:

- Change of Service
 Withdrawal from Service
 Termination of Service
 Change is Scheduled

Effective date of Change/Withdrawal/Termination: Click here to enter text.

Current Service: IE GSE CI CDC

Service Changing to: IE GSE CI School District None

Reason for the Change/Withdrawal/Termination: Click here to enter text.

Description of additional supports needed if changing services: Click here to enter text.

Additional Comments: Click here to enter text.

Distributed to: DDA CRM County Representative Client's file.

Travel Policy

TRANSPORTATION:

Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:

“Exclusion Zone” shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the “exclusion zone” for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expended. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at <http://ofm.wa.gov> or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties’ expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	\$5.50
Lunch:	\$7.00
Dinner	\$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast:	departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch:	during the traveler's lunch period
Dinner:	arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:

In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at <http://ofm.wa.gov> or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Ratify Second Amendment to Agreement #19/20-DD-GW-00 with Goodwill Industries of the Columbia	
Presenter:		
Prepared By:	Mari Clark, DHS contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-GW-00 with Goodwill Industries of the Columbia 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-GW-00 with Goodwill Industries of the Columbia

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-GW-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA

WHEREAS, this Second Amendment to Grant Agreement #19/20-DD-GW-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-gw-00 agreement, between Goodwill Industries of the Columbia 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 Goodwill Industries of the Columbia, 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-GW-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 **GOODWILL INDUSTRIES OF THE COLUMBIA**, a non-profit corporation, with its principal offices at 815 N. Kellogg Suite A, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019 360, 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:

Janet Matthews 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:

Ken Gosney, Executive Director

Ken Gosney 9/22/2020
Signature Date

Ken Gosney
Name

CEO
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

Kyle Sells
Human Services Manager

APPROVED AS TO FORM:

[Signature]

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Ratify Second Amendment to Agreement #19/20-DD-RTAS-00 with Responding to Autism Services	
Presenter:		
Prepared By:	Mari Clark, DHS contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to amend the Grant Agreement #19/20-DD-RTAS-00 with Responding to Autism Services 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-RTAS-00 with Responding to Autism Services

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 THE SECOND AMENDMENT TO GRANT AGREEMENT #19/20-DD-RTAS-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND RESPONDING TO AUTISM SERVICES, INC.

WHEREAS, this First Amendment to Grant Agreement #19/20-DD-RTAS-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 #19/20-DD-RTAS-00 agreement, between Responding to Autism Services, Inc. and Benton County Department of Human 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 Responding to Autism Services, necessary for the disbursement of funds; and

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

Dated thisday 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-RTAS-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 **RESPONDING TO AUTISM SERVICES, INC**, a for-profit corporation, with its principal offices at 101 N. Union St., Ste. 203, Kennewick, WA 99336 (hereinafter “CONTRACTOR”).

WHEREAS, per Benton County Resolution No. 2020 382, 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:

Jana Mackinnon 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:

Christine Lindgren, Director
Christine Lindgren 09-22-2020
Signature Date

Christine Lindgren
Name

Director
Title

ATTEST:

Clerk of the Board

APPROVED AS TO CONTENT:

[Signature]
Human Services Manager

APPROVED AS TO FORM:

[Signature]
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Approval to Sign Microsoft's Alternative Acceptance Form to add Amendment to Contract Documents from SHI International Corp.	
Presenter:		
Prepared By:	Robert Heard	
Reviewed By:		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

In cooperation with the Benton Franklin Health District, Benton County has help create a COVID-19 Contact Center at the Benton County Fairgrounds which needed internet, telephony, and email services. IT was able to provide all the equipment and services needed for the successful launch of the Contact Center. To accommodate Contact Center email services, IT needed additional Microsoft Office 365 E1 Plan licenses which requires the County to sign Microsoft's Alternative Acceptance Form to add an Amendment to Contract Documents from SHI International Corp.

Benton County's Prosecuting Attorney's Civil Department has approved as to form Microsoft's Alternative Acceptance Form and Amendment to Contract Documents.

On February 27, 2018 per Resolution 2018-151, Benton County entered into a three-year Microsoft Enterprise Agreement for the licensing of Microsoft software from SHI International Corp, Somerset NJ. The County is set to renew Microsoft's Enterprise Agreement in February of 2021. SHI International Corp is a Washington State approved vendor through NASPO ValuePoint Master Agreement No.: ADSP016-130651, Washington State Master Contract No.: 06016.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

Information Technology recommends that the Board approves the Chairman of the Board to sign Microsoft's Alternative Acceptance Form to add Amendment to Contract Documents from SHI International Corp.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING TO SIGN MICROSOFT'S ALTERNATIVE ACCEPTANCE FORM TO ADD AMENDMENT TO CONTRACT DOCUMENTS FROM SHI INTERNATIONAL CORP

WHEREAS, in cooperation with the Benton Franklin Health District, Benton County has help create a COVID-19 Contact Center at the Benton County Fairgrounds which needed internet, telephony, and email services; and

WHEREAS, Information Technology Department was able to provide all the equipment and services needed for a successful launch of the Contact Center; and

WHEREAS, to accommodate Contact Center email services, Information Technology needed additional Microsoft Office 365 E1 Plan licenses which requires Benton County to sign Microsoft's Alternative Acceptance Form and Amendment to Contract Documents; and

WHEREAS, Information Technology recommends that the Board of Benton County Commissioners sign Microsoft's Alternative Acceptance Form and Amendment to Contract Documents so that additional Office 365 licenses can be assigned to contact tracers; and

WHEREAS, Benton County's Prosecuting Attorney's Civil Department has reviewed and approved as to form Microsoft's Alternative Acceptance Form and Amendment to Contract Documents from SHI International Corp; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the Chairman of the Board to sign Microsoft's Alternative Acceptance Form to add Amendment to Contract Documents from SHI International Corp.

Dated this 27 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

Alternative Acceptance Form (Microsoft Only)

Due to the extraordinary impact of the coronavirus (COVID-19), Microsoft has implemented steps to protect personnel and the communities in which they live and work, including conducting business from remote locations and/or using different processes. As a result, Microsoft is utilizing this Alternative Acceptance Form in place of signing a Program Signature Form.

Microsoft's authorized representative is accepting the contract documents shown on the Program Signature Form bearing the Proposal ID shown below ("Contract Documents") by typing their name and entering the date of acceptance on this Alternative Acceptance Form. The Agreement Effective Date shown below is the Agreement Effective Date shown on the Program Signature Form.

For the purposes of this Alternative Acceptance Form, "Customer" means the Customer entity identified on the Program Signature Form bearing the same Proposal ID that appears on this form, and "Microsoft" means the Microsoft entity or entities identified below on this form.

MBA/MBSA number:	
Agreement number:	01E73965
Enrollment number:	66700680
Proposal ID:	n/a
Opportunity ID (if applicable):	5-0000005813788
Agreement Effective Date:	n/a
Customer Name:	Benton County

To indicate Microsoft's agreement, Microsoft's duly authorized representative will complete this form by entering their name and the date of Microsoft's acceptance below. Upon completion of this form, Microsoft agrees that it (1) has received, read and understands this Alternative Acceptance Form, the Program Signature Form, and all Contract Documents, including any websites or documents incorporated by reference and any amendments, and (2) agrees to be bound by the terms of all such documents, as of the Agreement Effective Date. This Alternative Acceptance Form, when completed, will be incorporated into the Agreement noted above.

Acceptance by Microsoft	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
Name of Microsoft authorized representative:	Shirley Snyder Customer Care Specialist
Acceptance date:	August 20, 2020
<p><i>The above person is duly authorized on behalf of Microsoft to accept these Contract Documents. Microsoft will not challenge the enforceability or validity of the agreement formed by this alternative process or any of the Contract Documents based on its acceptance using this Alternative Acceptance Form.</i></p>	

Optional Confirmation of Acceptance on Customer Request

Once Microsoft returns to its normal business processes, if Customer requests a Microsoft signature, an authorized representative of Microsoft will sign and deliver a copy of this Alternative Acceptance Form below to confirm the effectiveness of the agreement as of the Agreement Effective Date shown above.

Optional Microsoft Confirmation of Acceptance	
Enter applicable Microsoft Affiliate: Microsoft Corporation	
By signature of its duly authorized representative below, Microsoft hereby acknowledges, ratifies and confirms that the agreement referenced on this Alternative Acceptance Form was duly accepted, and is effective as of the Agreement Effective Date shown above.	
Signature:	
Printed First and Last Name:	James Beaver
Printed Title:	Chairman of the Board, Benton County Commissioners
Signature Date:	October 27, 2020



Amendment to Contract Documents

Enrollment Number

66700680

5-0000005813788

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Mid-Term Product Selection Form Amendment ID M539

The parties agree that the Enrollment is amended as follows:

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	Licensing Model
Enterprise	736	736	No	User
			Choose One	Choose One
			Choose One	Choose One
			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is adding to its Enrollment. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping-up within Enrollment term.

Products	Enterprise Quantity	Quantity	Quantity	Quantity
Microsoft 365				
Microsoft 365 E3 USL				
Microsoft 365 E3 Add-on				
Microsoft 365 E5 USL				
Microsoft 365 E5 Add-on				
Office Professional Plus				

Office Professional Plus				
Office 365 ProPlus				
Office 365 Plans				
Office 365 Plan E1 USL	26			
Office 365 Plan E3 USL				
Office 365 Plan E5 USL				
Office 365 Plan E1 Add-on				
Office 365 Plan E3 Add-on				
Office 365 Plan E5 Add-on				
Office 365 Plan E3 without ProPlus Add-on				
Client Access License (CAL)				
Choose Core CAL or Enterprise CAL:	<Choose One>	<Choose One>	<Choose One>	<Choose One>
Core CAL or Enterprise CAL				
Bridge for Office 365				
Bridge for Enterprise Mobility Suite				
Windows Desktop				
Windows 10 Enterprise E3 and LTSC Upgrade per Device				
Windows 10 Enterprise E5 per Device SL				
Windows 10 Enterprise E3 per User SL				
Windows 10 Enterprise E3 per User Add-on SL				
Windows 10 Enterprise E5 per User SL				
Windows 10 Enterprise E5 per User Add-on SL				
Windows 10 Enterprise E5 per Device Add-on SL				

Windows VDA				
Windows VDA per User SL				
Microsoft Intune				
Microsoft Intune USL				
Enterprise Mobility + Security				
Enterprise Mobility + Security E3 USL				
Enterprise Mobility + Security E3 Add-on				
Enterprise Mobility + Security E5 USL				
Enterprise Mobility + Security E5 Add-on				

Notes:

1. Enterprise Online Services may not be available in all locations. Please see the Product Terms for a list of locations where these may be purchased.
2. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment.

Unless otherwise indicated in the associated Agreement documents, the CAL selection must be same across the Enterprise for each Profile.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M539)EnrAmend(Mid-TermProductSelectionForm)(WW)(ENG)(Mar 2020)v2(IU).docx		M539	PLSS
--	--	------	------

Robert Heard

From: Eric Andrews
Sent: Wednesday, October 14, 2020 8:57 AM
To: Robert Heard
Subject: RE: [EXTERNAL] SHI International Corp. Order Confirmation ITD-200930T1

This agreement is approved as to form.
R/

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Monday, October 12, 2020 5:19 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: FW: [EXTERNAL] SHI International Corp. Order Confirmation ITD-200930T1

Eric,
Microsoft wants the County to sign the attached document in order to purchase more Office 365 licenses. These licenses are for adding additional O365 Government Cloud services that do not include Office Suite local app installs (Outlook, Word, Excel, PowerPoint, etc.) but does include online access to these apps. This reducing the overall costs needed for those persons who only require access to email via a browser.

If you could take a look, I would appreciate it.

Robert

From: Ben Callahan <Ben_Callahan@SHI.com>
Sent: Monday, October 12, 2020 3:15 PM
To: Robert Heard <Robert.Heard@co.benton.wa.us>; Gianna Colgero <Gianna_Colgero@SHI.com>; Tim Brown <Tim.Brown@co.benton.wa.us>
Cc: Seth Baumiller <Seth_Baumiller@SHI.com>
Subject:[EXTERNAL] SHI International Corp. Order Confirmation ITD-200930T1

Hi Robert,

Circling back on this.....is the attached in the works for signature and return.....once we have it we can expedite the order.

Thank you,

Ben Callahan | SHI | Account Executive, Local Govt (WA) | ben_callahan@shi.com | www.shi.com | Mobile: 206-618-5637

Innovative Solutions. World Class Support.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020
Subject:	Approving the purchase of one Dell Mobile Precision 3551 or comparable model laptop and one Dell thunderbolt docking station for the Planning Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> 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 Planning Department to purchase one Dell laptop and Dell docking station for employees to use remotely. This Dell laptop would be used to provide secure remote access to county network resources for both administrative and public Planning 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: \$2,500 excluding WSST.

Fund: 2020 CARES Act Department Funds.

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Mobile Precision 3551 or comparable model laptop and one Dell thunderbolt docking station in an amount not to exceed \$2,500 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 ONE DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOP AND ONE DELL THUNDERBOLT DOCKING STATION FOR THE PLANNING 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 Planning Department to purchase a new Dell laptop for employees to use remotely; and

WHEREAS, these Dell laptops would provide secure remote access to county network resource for both administrative and public Planning 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 one Dell Mobile Precision 3551 or comparable model laptop and one Dell thunderbolt docking station for the Planning Department in an amount not to exceed \$2,500 excluding Washington State Sales Tax to be paid for using 2020 CARES Act Department Funds; and

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

Dated this 27 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



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
<hr/>	
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	\$147.01	Qty 6	Subtotal \$882.06
---------------------------------	-----------------	--------------	--------------------------

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

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

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-BFNX	-	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
<hr/>	
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/offeringspecificterms ("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:	October 27, 2020
Subject:	Approving the purchase of one Dell Mobile Precision 3551 or comparable model laptop, one Dell thunderbolt docking station, and two Dell monitors for the Elections' Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

With the upcoming General Election duties approaching and due to the COVID-19 pandemic, the Elections Department has requested one laptop, one docking station and two Dell monitors to be used for public voting and voter registration services. Section 2.6 of the Central Services Computer Replacement policy requires all new computer equipment over \$500 receive approval by the Board before purchasing.

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

Fiscal Impact

Amount: \$3,000 excluding WSST.

Fund: Elections' Department approved grant funds.

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Mobile Precision 3551 or comparable model laptop, one Dell thunderbolt docking station, and two Dell monitors in an amount not to exceed \$3,000 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 ONE DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE DELL THUNDERBOLT DOCKING STATION, AND TWO DELL MONITORS FOR THE ELECTIONS' DEPARTMENT FROM DELL INC.

WHEREAS, with the upcoming General Election duties of Benton County approaching and due to the COVID-19 pandemic, the Elections Department has requested one laptop, one docking stations and two monitors for public voting and voter registration services; and

WHEREAS, this Dell laptop would provide secure remote access to county network resources for Election 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 Central Services Computer Replacement policy requires all new computer equipment over \$500 receive approval by the Board 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 one Dell Mobile Precision 3551 or comparable model laptop, one Dell thunderbolt docking station, and two Dell monitors for the Elections Department in an amount not to exceed \$3,000 excluding Washington State Sales Tax to be paid for using approved Elections' Department approved grant funds; and

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

Dated this 27 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



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
<hr/>	
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	\$147.01	Qty 6	Subtotal \$882.06
---------------------------------	-----------------	--------------	--------------------------

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

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

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-BFNX	-	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
<hr/>	
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/offeringspecificterms ("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:	October 27, 2020	
Subject:	Approving the purchase of one Dell Mobile Precision 3551 or comparable model laptop, one Dell thunderbolt docking station, and two Dell monitors for the Public Works' Department from Dell, Inc.	
Presenter:		
Prepared By:	Robert Heard	
Reviewed By:		
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Public Works' Department has made a new request to purchase a new laptop for the department to use for various work duties. Section 2.6 of the Central Services Computer Replacement policy requires all new computer equipment over \$500 receive approval by the Board before purchasing.

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

Fiscal Impact

Amount: **\$3,000 excluding WSST.**

Fund: **Public Work's 2019-2020 approved budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Mobile Precision 3551 or comparable model laptop, one Dell thunderbolt docking station, and two Dell monitors in an amount not to exceed \$3,000 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 ONE DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOP, ONE DELL THUNDERBOLT DOCKING STATION, AND TWO DELL MONITORS FOR THE PUBLIC WORKS' DEPARTMENT FROM DELL INC.

WHEREAS, Public Works has requested a new workstation setup for one of their employees to use for work related duties; and

WHEREAS, this Dell laptop would provide secure remote access to county network resources for Public Works' 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 Central Services Computer Replacement policy requires all new computer equipment over \$500 receive approval by the Board 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 one Dell Mobile Precision 3551 or comparable model laptop, one Dell thunderbolt docking station, and two Dell monitors for the Public Works' Department in an amount not to exceed \$3,000 excluding Washington State Sales Tax to be paid for using approved 2019-2020 Public Works' budgeted funds; and

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

Dated this 27 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



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
<hr/>	
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	\$147.01	Qty 6	Subtotal \$882.06
---------------------------------	-----------------	--------------	--------------------------

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

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

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-BFNX	-	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
<hr/>	
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/offeringspecificterms ("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:	October 27, 2020
Subject:	Approving the purchase of five Dell Mobile Precision 3551 or comparable model laptops and one Dell All-in-One computer for the District Court Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> 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 District Court Administration to purchase new Dell laptops and one Dell All-in-One computer for staff/judges. These Dell laptops and All-in-One computer will provide secure access to county network resources for both administrative and public District Court 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: \$12,000 excluding WSST.

Fund: 2020 CARES Act Department Funds.

Recommendation

Information Technology recommends that the Board approves the purchase of four Dell Mobile Precision 3551 or comparable model laptops and one Dell All-in-One computer in an amount not to exceed \$12,000 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 FIVE DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOPS AND ONE DELL ALL-IN-ONE COMPUTER FOR THE DISTRICT COURT 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 District Court Administration to purchase five new Dell laptops and one Dell All-in-One computer; and

WHEREAS, these Dell laptops and Dell All-in-One computer will provide secure access to county network resource for both administrative and public District Court 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 five Dell Mobile Precision 3551 or comparable model laptops and one Dell All-in-One computer for the District Court Department in an amount not to exceed \$12,000 excluding Washington State Sales Tax to be paid for using 2020 CARES Act Department Funds; and

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

Dated this 27 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



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.	3000070803688.1	Sales Rep	Charles Anglin
Total	\$11,445.75	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Oct. 14, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Nov. 01, 2020		BENTON COUNTY CENTRAL
Deal ID	19472910		SERVICES
			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
OptiPlex 7480 AIO	\$1,213.99	1	\$1,213.99
Mobile Precision 3551	\$1,865.08	5	\$9,325.40

Subtotal:	\$10,539.39
Shipping:	\$0.00
Estimated Tax:	\$906.36
<hr/>	
Total:	\$11,445.75

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

OptiPlex 7480 AIO	\$1,213.99	Qty 1	Subtotal \$1,213.99
--------------------------	-------------------	-----------------	-------------------------------

Estimated delivery if purchased today:
Oct. 26, 2020
Contract # C000000010849
Customer Agreement # 05815-003

Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 7480 All-in-One BTX	210-AVLQ	-	1	-
Intel(R) Core(TM) i7-10700 (8 Cores/16MB/16T/2.9GHz to 4.8GHz/65W)	338-BVCD	-	1	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1x16GB) DDR4 non-ECC Memory	370-AFIX	-	1	-
NO RAID	817-BBBN	-	1	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BEUS	-	1	-
Thermal Pad	412-AALV	-	1	-
Screw for M.2 SATA SSD	773-BBBJ	-	1	-
No Additional Hard Drive	401-AADF	-	1	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	1	-
7480 AIO 23.8" FHD 1920x1080 IPS Non-Touch Anti-Glare,Camera, IntegratedGraphics, Bronze 160w PSU	329-BEVL	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.0	555-BFQU	-	1	-
Screw for M.2 SATA SSD	773-BBBJ	-	1	-
Wireless Driver, Intel® WiFi 6 AX201 2x2 (Gig+) + Bluetooth 5	555-BFUY	-	1	-
OptiPlex All-in-One Height Adjustable Stand, All-in-One	575-BBRF	-	1	-
No Additional Cable Requested	379-BBCY	-	1	-
Black Dell KB216 Wired Multi-Media Keyboard English	580-ADJC	-	1	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	1	-
No Cable Cover	325-BCZQ	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-

OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BDWG	-	1	-
Quick Setup Guide 7480 AIO	340-CQNX	-	1	-
US Order	332-1286	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material for Fixed Stand / Height Adjustable Stand 5480 AIO (DAO)	340-CRJB	-	1	-
Shipping Label for DAO	389-BBUU	-	1	-
FCC statement label AIO	389-DVDQ	-	1	-
Regulatory Label for UMA Graphics (DAO/BCC)	389-DVTJ	-	1	-
Intel Core i7 Label for vPro	340-CPOZ	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	1	-
Fixed Hardware Configuration	998-EDYM	-	1	-
No AutoPilot	340-CKSZ	-	1	-
No Optane	400-BFPO	-	1	-
Intel vPro Technology Enabled	631-ACNZ	-	1	-
No External ODD	429-ABGY	-	1	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	1	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-6873	-	1	-
			Qty	Subtotal

Mobile Precision 3551

\$1,865.08 5 \$9,325.40

Estimated delivery if purchased today:
Dec. 10, 2020
Contract # C000000010849
Customer Agreement # 05815-003

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	-	5	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	5	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	5	-
16GB, 1X16GB, DDR4 2933Mhz Non-ECC Memory	370-AFFB	-	5	-
Nvidia Quadro P620 w/ 4GB GDDR5	490-BFBH	-	5	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDWT	-	5	-
Bracket for M.2 PCIe NVMe 2280 SSD	575-BBYI	-	5	-
No Additional Hard Drive	401-AAGM	-	5	-
Intel WiFi6 AX201 Wireless Card for WW	555-BFNV	-	5	-
Intel vPro Technology Enabled	631-ACLE	-	5	-

Dual Pointing Backlit US English Keyboard	583-BFBO	-	5	-
No Mouse	570-AADK	-	5	-
No ENERGY STAR Qualified	387-BBCE	-	5	-
Not EPEAT Registered	389-DVNR	-	5	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	5	-
E5 US Power Cord	450-AAEJ	-	5	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	5	-
Quick Setup Guide for Mobile Precision 3551	340-COOU	-	5	-
US Order	332-1286	-	5	-
No UPC Label	389-BCGW	-	5	-
Mix Model Packaging	340-CRFV	-	5	-
Regulatory Label included	389-BEYY	-	5	-
FCC Label	389-DPPX	-	5	-
Intel Core i7 Label for vPro	340-CPOZ	-	5	-
SupportAssist	525-BBCL	-	5	-
System Driver for Mobile Precision 3551	631-ACLD	-	5	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	5	-
Dell Optimizer for Precision	640-BBSC	-	5	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	5	-
Waves Maxx Audio	658-BBRB	-	5	-
Dell Power Manager	658-BDVK	-	5	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	5	-
Custom Configuration	817-BBBB	-	5	-
Dell Mobile Precision Workstation 3551 CTO	210-AVJY	-	5	-
Intel Core Processor i7-10850H with Nvidia Quadro P620 Graphics, Thunderbolt	329-BETI	-	5	-
Bottom door	354-BBCD	-	5	-
No Mobile Broadband Card	556-BBCD	-	5	-
DP Palmrest, FIPS Touch Fingerprint Reader, FIPS Contacted SC Reader, Thunderbolt 3	346-BFZI	-	5	-
No AutoPilot	340-CKSZ	-	5	-
OS-Windows Media Not Included	620-AALW	-	5	-
6 Cell 97Whr ExpressCharge Capable Battery	451-BCJI	-	5	-
Cable for 6 cell battery	470-ADOZ	-	5	-
WWAN Support	320-BDRS	-	5	-
Bezel, IR Camera & Mic	325-BDRQ	-	5	-
15.6" FHD 1920x1080, Anti-Glare Non-Touch, 45% color gamut	391-BEYZ	-	5	-
Resource Media not Included	430-XYGV	-	5	-
130W E5 Type C Power Adapter (EPEAT)	492-BCWZ	-	5	-
No HD/SSD Filler	750-ABLD	-	5	-
No Anti-Virus Software	650-AAAM	-	5	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-1079	-	5	-

Dell Limited Hardware Warranty Plus Service	997-1129	-	5	-
Extended Battery Service for Years 2 and 3 of System Life	988-5552	-	5	-
BTO Standard Shipment (S)	800-BBGT	-	5	-

Subtotal:	\$10,539.39
Shipping:	\$0.00
Estimated Tax:	\$906.36
<hr/>	
Total:	\$11,445.75

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/offeringspecificterms ("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.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020
Subject:	Approving the purchase of one LAVI Electronic Queuing System, Counter for the Superior Court Clerk from Grainger Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> 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 Superior Court Clerk to purchase one LAVI Electronic Queuing System, Counter to help with managing the Clerk's public servicing area. With LAVI's queuing system, the Clerk can provide a public facing touchless system that tells the public which Clerk counter space is available that will help organize and enhance public citizen engagement.

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.

Fiscal Impact

Amount: \$5,000 excluding WSST.

Fund: Superior Court Clerk's approved 2019-2020 Budget, Information Technology's 2019-2020 approved budget and purchase may be eligible for 2020 CARES Act Department Funds.

Recommendation

Information Technology recommends that the Board approves the purchase of one LAVI Electronic Queuing System, Counter in an amount not to exceed \$5,000 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 ONE LAVI ELECTRONIC QUEUING SYSTEM, COUNTER FOR THE SUPERIOR COURT CLERK'S DEPARTMENT FROM GRAINGER INC.

WHEREAS, due to the Benton County's response to COVID-19 pandemic and keeping a social and physical distance of six feet, Information Technology has been working with the Superior Court Clerk to purchase a queuing system for the Clerk's public facing counters; and

WHEREAS, Superior Court Clerk has identified a system called LAVI Electronic Queuing System, Counter to help with managing the Clerk's public servicing area; and

WHEREAS, LAVI's Queuing System will provide the Clerk with a public facing touchless monitor that tells the public which Clerk Counter space is available that will help organize and enhance public citizen engagement; and

WHEREAS, Information Technology has reviewed and recommends purchasing the LAVI Electronic Queuing System, Counter; and

WHEREAS, 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; 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 one LAVI Electronic Queuing System, Counter for the Superior Court Clerk's Department from Grainger Inc. in an amount not to exceed \$5,000 excluding Washington State Sales Tax and shall be paid for using approved 2019-2020 Superior Court Clerk, Information Technology budgeted funds; and

BE IT FURTHER RESOLVED, purchase may be CARES Act Department funds eligible; and

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

Dated this 27 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

LAVI

Electronic Queuing System, Counter

Item #52XP02 Mfr. 95-
ModelQTPNP105/22/CB
#

UNSPSC #46151507 Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.



Tap image to zoom.



Web Price i

\$4,000.00 / each

Qty
1

Add to Cart

Shipping Pickup

⚠ Ships from supplier.
Expected to arrive on or before
Thu. Oct 29.

Ship to **99336** | [Change](#)

[Ship Availability Terms](#)

Shipping Weight **25 lbs**

[Add to List](#)

Technical Specs

Item	Electronic Queuing System
Number of Position Display Units	1
Orientation	Self Directed
Mounting Type	Counter

Power Requirements	AC Adapter
Features	Audio Alerts and Media Images, Blue Theme, Monitor Delivers Queuing Messages

Includes

(5) Single Button
Remotes, 22 in LCD
Monitor

Documentation



[Lavi QtracCF Electronic Queuing Guide](#)



[Lavi Guide to Queue Management](#)

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020
Subject:	Approving the purchase of one Dell Mobile Precision 3551 or comparable model laptop for the Coroner's Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

The Coroner's Department was approved funds to purchase a new laptop for the department to use for various work duties. IT budgeted money to purchase one laptop for the Coroner in the 2019-2020 budget. This Dell laptop would be used to provide secure remote access to county network resources for both administrative and public Coroner services.

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

Fiscal Impact

Amount: \$2,000 excluding WSST.

Fund: Coroner's 2019-2020 approved budget.

Recommendation

Information Technology recommends that the Board approves the purchase of one Dell Mobile Precision 3551 or comparable model laptop in an amount not to exceed \$2,000 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 ONE DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOP FOR THE CORONER'S DEPARTMENT FROM DELL INC.

WHEREAS, the Coroner's Department was approved funds to purchase a new laptop to use for work related duties in the 2019-2020 budget; and

WHEREAS, this Dell laptop would provide secure remote access to county network resources for both administrative and public Coroner services; and

WHEREAS, Dell is an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003; 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 one Dell Mobile Precision 3551 or comparable model laptop for the Coroner's Department in an amount not to exceed \$2,000 excluding Washington State Sales Tax to be paid for using approved 2019-2020 Coroner budgeted funds; and

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

Dated this 27 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



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
<hr/>	
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	\$147.01	Qty 6	Subtotal \$882.06
---------------------------------	-----------------	--------------	--------------------------

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

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

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-BFNX	-	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
<hr/>	
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/offeringspecificterms ("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:	October 27, 2020	
Subject:	Approval to Purchase Dell Compellent SC400 Enclosures, Prosupport, and Prodeploy professional services for the Benton County Courthouse and Justice Center locations from Thornburg Computer Services, LLC	
Presenter:		
Prepared By:	Alex Garcia	
Reviewed By:	Robert Heard	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

It has been since August 28, 2018 per Resolution 2018-596 that the County purchased additional network storage space for Benton County's storage area network (SAN). The County's current solution is Dell Compellent SAN where the County's data resides which includes but not limited to electronic files, media files, and Office 365 accounts. IT backups all the County's data on a daily, weekly, and monthly basis to our Courthouse and Justice Center locations. In addition, backups allow us to restore files, maintain needed records and assist in a disaster recovery event if needed. IT reports that the County is approaching full capacity of SAN space and recommends purchasing more SAN space to avoid impacts to county department services.

IT is looking to increase our storage capacity by an additional 72 Terabytes by purchasing two Dell Compellent SC400 Enclosures for the Courthouse and Justice Center locations using funds from the Central Services Replacement Fund (0132101). IT has identified Thornburg Computer Services, LLC an authorized reseller on the Washington State Naspo Valuepoint Cooperative Contract #05815 Dell marketing contract #05815-003 as best fit for Benton County.

Fiscal Impact

Amount: \$57,500 excluding WSST.

Fund: 2019-2020 Replacement Fund 6408 Capital Replacement Fund & from IT's 2019-2020 approved Budget.

Recommendation

Information Technology recommends that the Board approve the purchase of additional storage for Compellent SAN from Thornburg Computer Services, LLC.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF TWO DELL COMPELLENT SC400 ENCLOSURES, PROSUPPORT, AND PRODEPLOY PROFESSIONAL SERVICES FOR THE BENTON COUNTY COURTHOUSE AND JUSTICE CENTER LOCATIONS FROM THORNBURG COMPUTER SERVICES, LLC.

WHEREAS, it has been since August 28, 2018 per Resolution 2018-596 that the County purchased additional storage area network (SAN) for Benton County's growing electronic data sets;

WHEREAS, Information Technology is responsible for daily, weekly, monthly, and replicated backups of County data which includes on premise and Office 365 data; and

WHEREAS, Information Technology reports that the County's current SAN environment is approaching full capacity; and

WHEREAS, Information Technology recommends increasing SAN capacity by another 72 Terabytes by purchasing two Dell Compellent SC400 Enclosures, Prosupport, and Prodeploy professional services for the Courthouse and Justice Center locations using 2019-2020 Central Services Replacement Fund (0132101); and

WHEREAS, Thornburg Computer Services, LLC an authorized reseller on the Washington State NASPO ValuePoint Cooperative Contract #05815 Dell Marketing Contract #05815-003 Participating Addendum for Washington State; and

WHEREAS, Information Technology has reviewed the proposal and quote received and recommends purchasing two Dell Compellent Storage SC400 Enclosures, Prosupport, and ProDeploy professional services from Thornburg Computer Services, LLC as best fit for Benton County; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with Information Technology's recommendation and approves the purchase of two Dell Compellent SC400 Enclosures, Prosupport, and ProDeploy professional services in an amount not to exceed \$57,500 excluding State Sales Tax for the Benton County Courthouse and Justice Center from Thornburg Computer Services, LLC.

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



Thornburg Computer Services, LLC
 PO Box 334
 Auburn, WA 98071

Quote Date: 10/7/2020
Quotation #: 12473
Valid Until: 11/4/2020
Prepared By: Brian Wheeler
For System: 58660-61

Prepared For
 Alex Garcia
 620 Market St. Prosser, WA 99350
alex.garcia@co.benton.wa.us

DES Contract No. SC-05815-003

Hardware & Drives				
SC400, 6TB, SAS, 12Gb, 7K HDD	DS-SAS-35-6000X7K-B		7	
SC400 Enclosure Drive Blank, 3.5"	EN-BLNK-SC400-35-B		5	
Dell Storage SC400 Enclosure, 3.5", 12-bay	EN-SC400-1235		1	
12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 0.5M, Qty2	PA-CBL-12GBSAS-.5M-B		1	
C13-C14, PDU, 12AMP, 2 FT (.6m), Power Cord, Qty2	PA-PC-.6M-B		1	
SC400 Bezel	PA-SC400-BEZEL		1	

Professional Services				
ProDeploy Plus Add-On: Add or Upgrade Storage Hardware Component (Requires ProDeploy Plus)	PS-PDPADDHC		1	
ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure	PS-SC4XX2U-PDP		1	

Description	Model Number	Dell SKU	Quantity	Years of Support
Support (CML-HWMTC)				
EN-SC400-1235-MTCH : ProSupport, 24x7, Enclosure, SC400, 3.5", 12-bay	EN-SC400-1235-MTCH		1	1.083333333

Description	Model Number	Dell SKU	Quantity	Years of Support
Cold Spares				
6Gb Mini-SAS HD to Mini-SAS Cable, 2M, Qty 2, CUS	PA-CBL-SAS-MSHD-2M-DSP		2	

Discount Comments			
		Hardware Total	\$24,747.19
		Support Total	\$3,023.43
		Professional Services Total	\$9,302.24
		Subtotal	\$37,072.86
		Discount	(\$8,533.21)
		Freight	\$190.00
		*Grand Total	\$28,729.65

ProSupport* 24x7 w/ Priority On-Site (4 hour)
 *Plus applicable taxes
 **Support Term: Co-terminus



Thornburg Computer Services, LLC
 PO Box 334
 Auburn, WA 98071

Quote Date: 10/7/2020
Quotation #: 12474
Valid Until: 11/4/2020
Prepared By: Brian Wheeler
For System: 59776-77

Prepared For
 Alex Garcia
 620 Market St. Prosser, WA 99350
alex.garcia@co.benton.wa.us

DES Contract No. SC-05815-003

Hardware & Drives				
SC400, 6TB, SAS, 12Gb, 7K HDD	DS-SAS-35-6000X7K-B		7	
SC400 Enclosure Drive Blank, 3.5"	EN-BLNK-SC400-35-B		5	
Dell Storage SC400 Enclosure, 3.5", 12-bay	EN-SC400-1235		1	
12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 0.5M, Qty2	PA-CBL-12GBSAS-.5M-B		1	
C13-C14, PDU, 12AMP, 2 FT (.6m), Power Cord, Qty2	PA-PC-.6M-B		1	
SC400 Bezel	PA-SC400-BEZEL		1	

Professional Services				
ProDeploy Plus Add-On: Add or Upgrade Storage Hardware Component (Requires ProDeploy Plus)	PS-PDPADDHC		1	
ProDeploy Plus Dell Storage SC Disk Series 400/420 2U Exp Enclosure	PS-SC4XX2U-PDP		1	

Description	Model Number	Dell SKU	Quantity	Years of Support
-------------	--------------	----------	----------	------------------

Support (CML-HWMTTC)				
EN-SC400-1235-MTCH : ProSupport, 24x7, Enclosure, SC400, 3.5", 12-bay	EN-SC400-1235-MTCH		1	1.083333333

Description	Model Number	Dell SKU	Quantity	Years of Support
-------------	--------------	----------	----------	------------------

Cold Spares				
6Gb Mini-SAS HD to Mini-SAS Cable, 2M, Qty 2, CUS	PA-CBL-SAS-MSHD-2M-DSP		2	

Discount Comments				

Hardware Total	\$24,747.19
Support Total	\$3,023.43
Professional Services Total	\$9,302.24
Subtotal	\$37,072.86
Discount	(\$8,533.21)
Freight	\$190.00
*Grand Total	\$28,729.65

ProSupport* 24x7 w/ Priority On-Site (4 hour)

*Plus applicable taxes

**Support Term: Co-terminus

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020		
Subject:	Approving and Signing Professional Services Contract Between Benton County and Compunet Inc. for Cisco WebEx Plus Programming and Installation to Update the Benton County's Executive Conference Room.		
Presenter:			
Prepared By:	Alex Garcia		
Reviewed By:	Robert Heard		
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)		
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)		
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Executive Conference room was professionally remodeled in 2017 per Resolution 2017-050 Tenant Improvement of the Office of Public Defense/Prosecuting Attorney's Offices at the Benton County Justice Center to use for meetings, presentations, and negotiations. To hold remote meetings, a video codec using Skype for Business was installed and configured which was the technology the County was widely using at the time.

To complement the County's move to Cisco WebEx throughout the County, IT is recommending that the County pay for professional services of installation, programming and testing of a Cisco WebEx Plus system in the Executive Conference room. Service also includes mounting of equipment, programming the touch pads to work with the rooms existing audio/video systems, telephony network, TVs, lighting, blinds, and the County's Cisco WebEx Meeting online solution. When complete, the Executive Conference Room will continue to provide the County with an easy to use professional setting to conduct video and teleconferencing meetings.

Executive Room programming and installation services will be purchased from CompuNet, Inc. a State approved vendor, WA, NASPO AR233(14-19) 01114. A professional services contract between the County and Compunet has been prepared and approved as to form by Benton County's Prosecuting Attorney's Office, Civil Division.

Fiscal Impact

Amount: \$4,800 excluding WSST.

Fund: Information Technology 2019-2020 approved budget.

Recommendation

Information Technology recommends that the Board approve and sign professional services contract for Cisco WebEx Plus programming and installation in the Executive Conference Room from CompuNet, Inc.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AND SIGNING PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND COMPUNET INC. FOR CISCO WEBEX PLUS PROGRAMMING AND INSTALLATION SERVICES TO UPDATE BENTON COUNTY'S EXECUTIVE CONFERENCE ROOM

WHEREAS, per Resolution 2017-050 Tenant Improvement of the Office of Public Defense/Prosecuting Attorney's Offices at the Benton County Justice Center, an Executive Conference Room was built to hold remote meeting via Skype for Business; and

WHEREAS, to compliment Benton County's move to Cisco WebEx, Information Technology recommends updating the Justice Center Executive Conference Room to Cisco WebEx; and

WHEREAS, Information Technology recommends Cisco WebEx Plus programming and installation services be performed by CompuNet, Inc. a State approved vendor, WA NASPO AR233(14-19) 01114; and

WHEREAS, with the help of the Procurement & Contract Coordinator and Prosecuting Attorney's Civil Division a professional services contract between the County and Compunet has been prepared and approved as to form; and NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with Information Technology's recommendation and approves the Board of Benton County Commissioners to sign the Professional Services Contract between Benton County and Compunet Inc. for Cisco WebEx Plus programming and installation services to update Benton County's Executive Conference Room in an amount not to exceed \$4,800 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, contract shall start upon signature and expire on December 18, 2020.

Dated this 27 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

**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 **COMPUNET, INC.** a corporation organized under the laws of the State of Washington with its principal offices at 505 Florence St. Grangeville, ID 83530 (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 document:

Exhibit A -Proposal dated October 6, 2020

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on December 18, 2020. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall upgrade the Audio/Video system in the Executive Conference Room by removing the current Crestron RL2 system (Skype for Business) and install a Cisco WebEx Plus system. Service includes mounting of the new equipment, programming the touch pads to work with the rooms existing Audio/Video system, telephony network, TVs, lighting, blinds, and the COUNTY's Cisco WebEx Meeting solution. In addition, the CONTRACTOR will review the room to make sure that all existing components of the current Audio/Video system are working at current industry standards.
- b. The COUNTY will provide all the necessary equipment and materials to complete the installation.
- c. 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.
- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- f. 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: Tom McFarlin
Address: 505 Florence St.
Grangeville, ID 83530
Phone: 208-286-3032
Email: tmcfarlin@compunet.biz

- b. For COUNTY:

Name: Robert Heard
Address: 7122 W. Okanogan Pl., Bldg. A
Kennewick, WA 99336
Phone: 509-737-3529
Email: robert.heard@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rate set forth in Exhibit A, Proposal date October 6, 2020, which is attached hereto.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed seventy thousand dollars and zero cents (\$4,800.00), excluding 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 **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an

endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

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

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

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

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

- 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.

- f. **Other Insurance Provisions:**
 - 1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 - 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

g Verification of Coverage and Acceptability of Insurers:

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

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

agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

9. TERMINATION

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.
- d The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated:-----

Dated: 10/13/2020

FOR: BENTON COUNTY

FOR: COMPUNET, INC.

?bhUU- 711cr

Chairman

Signature

Member

Vice President of Operations
Title:

Member

Thomas McFarlin
Print Name

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

Attest:-----
Clerk of the Board

Approved as to Form



Eric Andrews, Civil Deputy Prosecuting
Attorney



EXHIBIT A
Executive Conference Room

Remit to:
Compunet, Inc.
PO Box 410802
Salt Lake City, UT 84141

Bill To:

Benton County
P.O. Box 608
Prosser, WA 99350

Ship To:

Benton County
620 Market Street
Prosser, WA 99350

Quote Information:

Quote#: TM151406
Version: 2
Delivery Date: 10/06/2020
Expiration Date: 10/16/2020

Prepared by:

Tom McFarlin
(208) 286-3032
tmcfarlin@compunet.biz

Prepared for:

Robert Heard
(509) 737-3529
Robert.Heard@co.benton.wa.us

Pro Services

Desorjption	IAItP.r oe	Pllca	(lly	k t . P b
CNet Pro Services-IMS CompuNet Professional Services- Programming and Configuration	\$4,800.00	\$4,800.00	1	\$4,800.00
			Subtotal:	◆809..00

Quote Summary

Description	Amount
Pro Services	\$4,800.00
Total:	\$4,800.GD

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Benton County

Signature: _____

Name: _____

Date: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 173

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.400	1905	Temporary Help	\$8,232	527.400	1911	Temporary Help -Clerical	\$8,232
TOTAL			\$8,232	TOTAL			\$8,232

Explanation:

This transfer is necessary to appropriate the remaining temporary help dollars to the clerical temporary help position. Position filled with Truancy.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND NUMBER 0148101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 122

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Metro Drug Tas

Dept Nbr: 115 to Department Number 122

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 122

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.303	4102	Contract Services	\$22,582	515.300	1338	Assistant Chief Deputy	\$17,403
				515.300	2102	Social Security	\$1,313
				515.300	2103	Medical Insurance	\$798
				515.300	2104	Retirement	\$2,666
				515.300	2119	Paid Family Leave Act	\$402
TOTAL			\$22,582	TOTAL			\$22,582

Explanation:

To appropriate funding for wages & benefits

Prepared by: Linda Ivey

Date: 15-Oct-2020

Approved Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY TAX FUND FUND NUMBER 0148.101, DEPARTMENT
NUMBER 106

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Josie Delvin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Public Safety Tax Fund

Fund Nbr: 0148.101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	
512.300	3101	Supplies	\$3,000	512.300	3508	Computer Replacement	\$3,000	
TOTAL				TOTAL				\$3,000

Explanation:

We are purchasing a queuing system and need to transfer the funds to cover the cost.

Prepared by: Josie Delvin

Date: 13-Oct-2020

Approved

Denied

Date: _____

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Accepting work by Construction Ahead, Inc. dba Pavement Surface Control for 2019 Pavement Marking project	
Presenter:		
Prepared By:	slc	
Reviewed By:	D. D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

The County entered into a contract with Construction Ahead, Inc. dba Pavement Surface Control for the 2019 Pavement Marking project on September 10, 2019 (Res. 2019-670). Construction Ahead, Inc. dba Pavement Surface Control has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Construction Ahead, Inc. dba Pavement Surface Control's work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CONSTRUCTION AHEAD, INC. dba PAVEMENT SURFACE CONTROL UNDER CONTRACT FOR C.E. 2085 SMP – 2019 PAVEMENT MARKING

WHEREAS, on September 10, 2019 the Board of County Commissioners entered into a contract with Construction Ahead, Inc. dba Pavement Surface Control of Kennewick, Washington (Resolution 2019-670) for C.E. 2085 SMP – 2019 Pavement Marking; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer’s recommendation that the Board of Benton County Commissioners formally accept the contractor’s work and the project as complete; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the County Engineer’s recommendation and hereby accepts the work performed by Construction Ahead, Inc. dba Pavement Surface Control under contract for C.E. 2085 SMP – 2019 Pavement Marking as being completed in conformance with the contract documents.

Dated this 27th day of October 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020
Subject:	Purchase of sign material for the TrafficJet Print System from Avery Dennison
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Doug D'Hondt
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st) <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd) <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document <input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County has an Intergovernmental Cooperative Purchasing Agreement with the City of Yakima which, in accordance with RCW 39.34, allows Benton County to make purchases using contracts that have been executed according to State statutes.

The sign shop needs to purchase consumable sign materials (sheeting and inks) throughout the year that are needed to print signs with the TrafficJet Print System. The City of Yakima has a contract in place with Avery Dennison that will allow us to purchase the consumable sign materials. Public Works Department staff has taken the necessary steps to make sure the City of Yakima has complied with all bidding and contract requirements.

The Yakima contract term is for one year, with possible four 1-year extensions, starting September 1, 2020 and extending to August 31, 2025. This approval is just for the remainder of the first year. If, and when, Yakima extends their contract we will extend our approval also.

Fiscal Impact

Amount: Not to exceed \$25,000.00

Fund: Road Fund (0101-101)

Recommendation

The County Engineer recommends the Board approve the purchase of sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$25,000 from this date through August 31, 2021 payable from the Road Fund.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF SIGN MATERIALS FOR THE TRAFFICJET PRINT SYSTEM FROM AVERY DENNISON FOR THE ROAD SIGN SHOP

WHEREAS, per Resolution 2016-802 Benton County and the City of Yakima have entered into an Intergovernmental Cooperative Purchasing Agreement which, in accordance with RCW 39.34 allows us to purchase goods using contracts that have been executed according to State statutes; and

WHEREAS, the City of Yakima has a contract in place with Avery Dennison; and

WHEREAS, a part of this contract with Avery Dennison allows for the as needed ordering of consumable sign materials; and

WHEREAS, sign materials need to be purchased in order to have supplies on hand; and

WHEREAS, the County Engineer recommends the purchase of the sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$25,000.00 from this date through August 31, 2021 using the City of Yakima's contract; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners approves the purchase of sign materials for the TrafficJet Print System from Avery Dennison through the Interlocal Agreement with the City of Yakima in an amount not to exceed \$25,000.00 from this date through August 31, 2021 payable from the Road Fund.

Dated this 27th 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.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Purchase of road salt from Salt Distributors, Inc. utilizing State Contract No. 02714	
Presenter:		
Prepared By:	Shannon Christen	
Reviewed By:	Doug D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Public Works Department needs to purchase road salt in preparation for winter maintenance activities. Road salt can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 02714 from Salt Distributors, Inc.

Fiscal Impact

Amount: Not to exceed \$75,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of road salt from Salt Distributors, Inc. utilizing Washington State Contract No. 02714 through October 31, 2021 at or below the current State Contract rate, in an amount not to exceed \$75,000.00 including WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ROAD SALT THROUGH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02714 FROM SALT DISTRIBUTORS, INC., NEWMAN LAKE, WASHINGTON

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

WHEREAS, the road salt that was previously purchased by the Road Fund has been dispersed and it is necessary to purchase additional road salt in preparation for winter maintenance activities; and

WHEREAS, road salt for WSDOT Region 5, Maintenance Area 3 is listed on Contract 02714 and is available from Salt Distributors, Inc., Newman Lake, Washington; and

WHEREAS, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement-Contract No. 02714; and

WHEREAS, the amount of road salt needing to be purchased is dependent upon weather conditions and can vary from year to year; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Public Works Department to purchase road salt from Salt Distributors, Inc., Newman Lake, Washington through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 from this date through October 31, 2021 at or below the current State Contract rate in an amount not to exceed \$75,000.00.

Dated this 27th 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.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	Purchase of deicer from EnviroTech Services utilizing State Contract No. 02714	
Presenter:		
Prepared By:	Shannon Christen	
Reviewed By:	Doug D'Hondt	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed:	
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Sign Letter/Document	<input type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Public Works Department needs to purchase liquid deicer in preparation for winter maintenance activities. Liquid deicer can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 02714 from EnviroTech Services.

Fiscal Impact

Amount: Not to exceed \$35,000.00 including WSST

Fund: Road (0101-101)

Recommendation

The County Engineer recommends authorizing the purchase of liquid deicer from EnviroTech Services utilizing Washington State Contract No. 02714 through October 31, 2021 at or below the current State Contract rate, in an amount not to exceed \$35,000.00 including WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF LIQUID MAGNESIUM CHLORIDE (DEICER) THROUGH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02714 FROM ENVIROTECH SERVICES, GREELEY, COLORADO

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

WHEREAS, the deicer that was previously purchased by the Road Fund has been dispersed and it is necessary to purchase additional deicer in preparation for winter maintenance activities; and

WHEREAS, liquid deicer for WSDOT Region 5, Maintenance Area 3 is listed on Contract 02714 and is available from EnviroTech Services, Greeley, Colorado; and

WHEREAS, the County Engineer recommends the approval of the purchase through the use of the Master Contract Usage Agreement-Contract No. 02714; and

WHEREAS, the amount of deicer needing to be purchased is dependent upon weather conditions and can vary from year to year; **NOW, THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners authorizes the Public Works Department to purchase liquid deicer from EnviroTech Services, Greeley, Colorado through the use of the Washington State Master Contract Usage Agreement-Contract No. 02714 from this date through October 31, 2021, at or below the current State Contract rate in an amount not to exceed \$35,000.00

Dated this 27th 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.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/27/2020	
Subject:	WTSC Interagency Grant Funding for Traffic Safety Emphasis	
Presenter:	N/A	
Prepared By:	Katie Gillies, CFO	
Reviewed By:	Steve Caughey, Commander	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County Sheriff's Office (BCSO) has received overtime funding from Washington Traffic Safety Commission (WTSC) for overtime relating to traffic safety emphasis patrols for several years.

Attached is an Interagency Agreement between BCSO and WTSC providing funding to BCSO to conduct multijurisdictional, high visibility enforcement, traffic safety emphasis patrols to reduce traffic related deaths and serious injuries through aggressive impaired driving, occupant protection, and distracted driving. Said patrol emphasis shall be conducted on specific dates from October 1, 2020 – September 30, 2021, as further outline in the attached Interagency Agreement, with an overall Region 14 Funding of \$27,500; with Benton County's estimated budgeted grant funding as follows:

Impaired Driving Patrols: \$3,000
 Distracted Driving Patrols: \$2,375
 Seat Belt Patrols: \$2,250

Fiscal Impact

This is a reimbursable grant, with no cash match requirements and has been included in the 21/22 budget

Recommendation

The Board of Benton County Commissioners hereby authorizes the Benton County Sheriff to sign the attached Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission for grant funding in the amount up to \$7,625 to conduct multijurisdictional, high visibility enforcement, traffic safety emphasis patrols from October 1, 2020 – September 30, 2021.

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 BENTON COUNTY SHERIFF TO SIGN THE INTERAGENCY AGREEMENT BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND WASHINGTON TRAFFIC SAFETY COMMISSION PROVIDING GRANT FUNDING FOR OVERTIME RELATING TO TRAFFIC SAFETY EMPHASIS PATROLS

WHEREAS, the Benton County Sheriff's Office received the attached Interagency Agreement between the Benton County Sheriff's Office (BCSO) and Washington Traffic Safety Commission (WTSC) outlining grant funding for traffic safety grant project 2021-HVE-4055-Washington Traffic Safety Commission, to conduct over-time visibility enforcement patrols to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving; and

WHEREAS, said patrol emphasis shall be conducted on specific dates from October 1, 2020 – September 30, 2021, as further outlined in the attached Interagency Agreement with an overall Region 14 Funding of \$27,500 amongst Region 14 agencies, with Benton County's estimated budgeted grant funding as follows:

- Statewide Impaired Driving Patrol Funding: \$3,000
- Statewide Distracted Driving Patrols Funding: \$2,375
- Statewide Seat Belt Patrols Funding: \$2,250

WHEREAS, the Benton County Sheriff recognizes the importance for traffic safety emphasis patrols to reduce traffic related accidents and recommends approving the Interlocal Agreement to accept the estimated budgeted grant funding from WTSC for an estimated amount of \$7,625; and

WHEREAS, with the total amount of \$27,500 awarded to Region 14, the estimated amount awarded to Benton County may be adjusted based on usage or need; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation and authorizes the Benton County Sheriff to sign the attached Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission for grant funding in the estimated amount of \$7,625 to conduct over-time visibility enforcement patrols and related activities as outlined in the attached Interagency Agreement; and

BE IT FURTHER RESOLVED, the term of this Interagency Agreement is October 1, 2020 – September 30, 2021.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Attest.....
Clerk of the Board

Member

Constituting the Board of Commissioners
of Benton County, Washington

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and [REDACTED], hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project **2021-HVE-4055-Region 14 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 14 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2021-HVE-4055-Region 14 Target Zero Task Force** was awarded to the **Region 14** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region’s HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Note: This statement of work applies only to High Visibility Emphasis patrols (HVE) for traffic safety areas which your region has received HVE funding.

GOAL: To prevent traffic crashes to reduce traffic related deaths and serious injuries through increased enforcement.

STRATEGY: Prevent drivers from engaging in high risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE). HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) during the patrols drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

OBJECTIVES: Research and experience has shown that the strategy is only effective if all partners that engage in HVE adhere to these requirements. The SUB-RECIPIENT agrees to follow all seven of these requirements.

1. Implement the mobilization plan developed by the local traffic safety task force for each HVE event that includes:
 - a. Problem Statement
 - b. Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations so that the HVE has the greatest chance of preventing traffic crashes.
 - c. Public outreach strategy that targets the drivers most likely to contribute to traffic crashes.
 - d. Evaluation plan
2. The event is data driven. This means data (such as traffic crash data) is used to identify the locations where the HVE should occur and drivers with the highest potential of causing traffic crashes.
3. The enforcement is multijurisdictional and uses a saturation approach. This means SUB-RECIPIENT is coordinating its efforts with adjacent law enforcement agencies so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day. WTSC proposes that no less than three officers work an HVE.
4. Each participating officer will make at least 3 contacts per hour.
5. The public is made aware of the event before, during, and after the enforcement takes place. This means that messages reach all target audiences in the community, regardless of English proficiency, who use the targeted transportation system. The WTSC will conduct statewide public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.
6. Local media are highly involved in the effort to reach communities in which HVE will occur.

7. The SUB-RECIPIENT deploys resources to enforce traffic laws in priority areas throughout the year when HVE is not being implemented.

ADDITIONAL REQUIREMENTS FOR ALL HVE EVENTS:

In addition to the seven critical elements, SUB-RECIPIENT agrees to all of the following requirements for all HVE events.

1. To use the WEMS system provided by the WTSC to record all activities conducted by their commissioned officers pursuant to the HVE events. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
2. All participating staff receive a briefing prior to the event so that every participant understands and can explain all of the items on the briefing list below. This can be done in person (preferred) or electronic via telephone, email, or virtually.
 - Purpose, goals, strategy, and objectives of the specific HVE event with a focus on the targeted locations and driving behaviors
 - List of on-call DREs and request procedures
 - How to fill out their digital activity log in WEMS
 - Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - Dispatch information
 - All Participating officers
 - Spotter processes (if applicable)
 - Available Draeger machines and locations
3. All officers participating in these patrols are BAC certified and passed the SFST refresher training within the prior three years (this is regardless of ARIDE or DRE Training mentioned below).
4. To utilize all available media platforms it has available (website, email newsletters, social media etc...) to the fullest extent to publicize the HVE events.
5. Make at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

ADDITIONAL REQUIREMENTS FOR SPECIFIC HVE EVENTS

In addition to the seven critical elements, and the additional requirements of all HVE events, the SUB-RECIPIENT agrees to all of the following requirements for each type of specific HVE in which they will participate.

1. IMPAIRED DRIVING:
 - a. Impaired driving HVE events must begin after 8:00 p.m. and occur between Thursday-Sunday.
 - b. SUB-RECIPIENT will ensure participating officers have made a DUI/DWI arrest within the past twelve months.

- c. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. Holiday DUI Patrols (December 11 – January 2)
 - ii. Drive Sober or Get Pulled Over (August 20 – September 6)

2. DISTRACTED DRIVING

- a. Distracted driving HVE events will be conducted using a team approach with designated spotters.
- b. SUB-RECIPIENT will participate in national impaired driving HVE events including:
 - i. U Drive. U Text. U Pay. (October 5 – 12)
 - ii. On the Road, Off the Phone (April 1 – 19)

3. MOTORCYCLE SAFETY PATROLS

- a. Patrols will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
- b. Patrols will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
- c. SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
- d. The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of a regional or national effort, for all or part of the following campaigns:
 - i. It's a Fine Line – July 11 – 27, 2021. Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.
 - ii. Oyster Run Event – Summer 2021 (Region 11 only)
 - iii. ABATE Spring Opener – Summer 2021 (Region 12 only)
 - iv. Ocean Shores Motorcycle Event (formerly Bikers at the Beach) – Summer 2021 (Region 2 only)

OTHER CONSIDERATIONS, EXCEPTIONS, AND NOTES REGARDING HVE EVENTS

At least three contacts per hour requirement explained:

- Participating law enforcement officers should make as many contacts as they can during their OT patrol in the spirit of changing driving behavior.
- They must make a minimum of three self-initiated contacts per hour of enforcement unless they engage in a related enforcement activity that prevents them from doing so – in which case, the contact requirement is waived while the officer is addressing that activity. For example, if an officer stops a vehicle and arrests the driver for DUI, he/she is not required to make three contacts per hour for the time spent processing the DUI.
- Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

Impaired Driving HVE events:

- The WTSC encourages participation from officers who have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE) or are a certified Drug Recognition Expert.

- Exceptions to any impaired driving HVE requirements must be submitted to the WTSC HVE Program Manager for approval.
- Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event/mobilization. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.
- The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
 - WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
 - The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
 - There must be a review of the SFST procedure prior to the enforcement activity.
 - There is a limit of two times per year that an officer can be a mentee.
 - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
 - Each region or county-level task force can set additional requirements for participation in this use of funding.
 - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy if requested.
 - Funding will pay for overtime for the mentor officer and the mentee officer.
- This funding can be used to conduct premises checks (such as the Home Safe Bar Program) in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:
 - Approval for this activity must be done through the HVE Mobilization Plan. This plan must be received by WTSC at least 2 weeks prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the establishment (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
 - Each establishment is counted as one contact on the Officer Activity Log.
 - The WA Liquor and Cannabis Board should be notified in advance of this activity to encourage collaboration and support.
- These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning to include a threat matrix on warrant suspects, most current address information obtained through the court or local record management system and current Department of Licensing or booking photos on warrant suspects available.

Distracted Driving HVE Events:

- With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law ([RCW 46.61.672](#)).

- These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. This approach has shown to best identify distracted driving violations.
- Spotter Requirement Explained: A distracted driving HVE patrol must consist of at least three officers – one spotter and at least two officers responding to violations.
- This funding can be expended outside of the national campaigns, but the funds must only be used for distracted driving HVE enforcement.

Motorcycle Safety HVE Events:

- Patrols must take place Friday, Saturday, or Sunday during the It’s a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this. These requests must be sent to the WTSC Program Manager managing the Motorcycle Safety program prior to the enforcement dates.
- During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

3.1. MILESTONES AND DELIVERABLES

Mobilization

U Drive. U Text. U Pay.

DUI Holiday Patrols

On the Road, Off the Phone

It’s a Fine Line

DUI Drive Sober or Get Pulled Over

Dates

October 5 – 12

December 11 - January 2

April 1 - 19

July 11 - 27

August 20 - September 6

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 14 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer’s normal salary rate plus SUB-RECIPIENT’s contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)

- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **\$27,500.00** to the **Region 14 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region’s traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 14** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	\$15,000.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	\$12,500.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$0.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the “BILLING PROCEDURE” section. Use of the Officer Activity Log in the WTSC’s online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT’S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2021**. All invoices for goods received or services performed between July 1, 2021 and September 30, 2021, **must be received by WTSC no later than November 15, 2021**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for

federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or

subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures

and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held

invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 14 is:	The Contact for WTSC is:
Commander Steve Caughey 7122 W. Okanogan Place, Bldg A Kennewick, WA 99336 steve.caughey@co.benton.wa.us	Jen Dorsett Region 14 Target Zero Manager tzm14@wtscwa.com 509-851-1348	Manny Gonzalez WTSC Program Manager mgonzalez@wtsc.wa.gov 360-725-9888

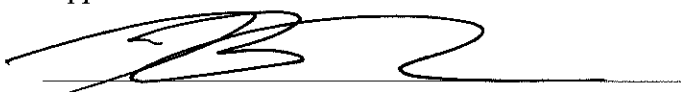
42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

<hr/> Signature Jerry Hatcher <hr/> Printed Name Sheriff <hr/> Title 10/6/2020 <hr/> Date	WASHINGTON TRAFFIC SAFETY COMMISSION <hr/> Signature <hr/> Printed Name <hr/> Title <hr/> Date
--	---

Approved as to form:



Ryan Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/27/2020
Subject:	Salary Request Statement – Tara N. Marks
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	John Clary, Undersheriff
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

The Sheriff has the option to request salary placement at a higher level for lateral applicants based off their previous law enforcement experience and education.

Fiscal Impact

There is no fiscal impact in the 2019-2020 budget

Recommendation

Approve the attached Salary Request Statement based off the attached detailed information as further outlined in Attachment A.

Suggested Motion

Approve as part of the Consent Agenda

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/27/2020
Subject:	Salary Request Statement – Ralph A. Gault
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	John Clary, Undersheriff
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

The Sheriff has the option to request salary placement at a higher level for lateral applicants based off their previous law enforcement experience and education.

Fiscal Impact

There is no fiscal impact in the 2019-2020 budget

Recommendation

Approve the attached Salary Request Statement based off the attached detailed information as further outlined in Attachment A.

Suggested Motion

Approve as part of the Consent Agenda

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	2021-2026 Capital Improvement Plan	
Presenter:	Robert Blain	
Prepared By:	RB	
Reviewed By:	RB	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Decision / Direction <input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

In conjunction with the biennial budget process the County makes updates to its six-year Capital Improvement Plan which is incorporated into the Capital Facilities portion of the Benton County Comprehensive Plan.

The Capital Improvement Plan takes projects submitted by the various departments within the County and, if approved, assigns them a funding source and an estimated completion year. Projects include major construction projects and purchases typically over \$15,000 with a life expectancy exceeding 5 years.

The Capital Improvement Plan is reviewed by the Board of County Commissioners and approved as part of the budget process. The Director of Operations & Capital Programs will present the Capital Improvement Plan as part of the budget approval process.

Fiscal Impact

The Capital Improvement Plan contains approximately \$33 million worth of projects and purchases over the next six years. Of that, \$23 million is contained in the 2021-2022 budget cycle. A project being in the Capital Plan and/or budget does not guarantee funding.

Recommendation

Staff Recommends the Board adopt the Capital Improvement Plan as presented.

Suggested Motion

I move to approve a Resolution adopting the 2021-2026 Benton County Capital Improvement Plan

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE 2021-2026 BENTON COUNTY CAPITAL IMPROVEMENT PLAN

WHEREAS, the Board of County Commissioners desires to update the Benton County Capital Improvement Plan in conjunction with the 2021-2022 biennial Benton County Budget, and

WHEREAS, the Capital improvement Plan is a planning document to be used in setting policy and establishing priorities for capital projects, and

WHEREAS, the 2021-2026 Capital Improvement Plan shall be adopted as part of the County's budget process and will be amended into the Capital Facilities Element of the Benton County Comprehensive Plan as allowed under RCW 36.70A.130(2)(a)iv; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopts the attached 2021-2026 Benton County Capital Improvement Plan.

Dated this 27th 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.

BENTON COUNTY CAPITAL IMPROVEMENT PLAN 2021-2026



620 Market Street
Prosser, WA 99350



509-786-5600
www.co.benton.wa.us



TABLE OF CONTENTS

	<u>PAGE</u>
Capital Improvement Plan Table of Contents	1
Adoption Resolution of the 2021-2026 Capital Improvement Plan	2
Board of Benton County Commissioners	3
About Benton County	3
County Departments	4
Introduction	6
Impact of the CIP on the Operating Budget	9
Summary by Funding Type	10
Summary of All Capital Projects by Funding Type	11
Fund To Be Determined	14
Capital Project Fund	19
1/10 Percent (%) Criminal Justice Fund	45
Real Estate Excise Tax (REET) Fund	60
Park Development Fund	70
Rural Capital Fund	79
Solid Waste Fund	82
Glossary	84

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE 2021-2026 BENTON COUNTY CAPITAL IMPROVEMENT PLAN

WHEREAS, the Board of County Commissioners desires to update the Benton County Capital Improvement Plan in conjunction with the biennial Benton County Budget, and

WHEREAS, the Capital improvement Plan is a planning document to be used in setting policy and establishing priorities for capital projects, and

WHEREAS, the 2021-2026 Capital Improvement Plan shall be adopted as part of the County's budget process and will be amended into the Capital Facilities Element of the Benton County Comprehensive Plan as allowed under RCW 36.70A.130(2)(a)iv; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopts the attached 2021-2026 Benton County Capital Improvement Plan.

Dated this 27th 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.



BOARD OF BENTON COUNTY COMMISSIONERS



District 1 - Jerome Delvin

Commissioner Delvin was elected Commissioner January 1, 2013, which includes Richland and West Richland in Benton County. He previously served two and one-half terms in the state Senate and five terms in the state House of Representatives. He was a former military policeman and officer in the Hanford Patrol. Delvin retired from the Richland Police Department in January 2007 after 28 years as bomb technician and a Drug Abuse Resistance Education officer. Jerome is a lifelong resident of Benton County; an avid mountain climber and downhill skier. He lives in Richland with his wife, Josie, who is the Benton County Clerk.



District 2 - Shon Small

Commissioner Small was elected to the Board on January 1, 2011. Shon has served Benton County for 27 years with 20 of those years working in Law Enforcement for the Benton County Sheriff's Office. Shon was born in Seattle, Washington and moved to Grandview when very young. He attended Grandview High School receiving a football scholarship at Walla Walla Community College. While there, he majored in Criminal Justice, preparing him for a future career as a Police Officer. Commissioner Small has been married for 28 years to his wife, Lisa, and they have two children; Derek (Hanford Patrol) along with his wife Rachel (Trios RN), are both graduates of Eastern Washington University, and his daughter Brooke who is a massage therapist.



District 3 - James Beaver

Commissioner Beaver was elected Commissioner January 1, 2009. Jim joined the County bringing 18 years of government experience with him. In 1990, he was elected to the Kennewick City Council and served as Mayor from 1996 to 2008 making him the longest consecutive mayor in over 100 years. Commissioner Beaver's priorities in County Government include promoting sustainable growth and viable economic development.

More information about the Board of Commissioners can be found on the County website: co.benton.wa.us

ABOUT BENTON COUNTY

Benton County is in south-central Washington, and has a total area of 1,760 square miles. The county seat is in Prosser, and its largest city is Kennewick. Benton County was created on March 8, 1905 and was named after U.S. Senator Thomas Hart Benton. Benton County operates under the plural executive form of government with three commissioners and seven other elected officials. Benton County has offices located in Prosser, Kennewick, and Richland.



BENTON COUNTY DEPARTMENTS

The departments listed below pertain to the projects that are listed in the Capital Improvement Plan and do not include all Benton County departments. Each department listed below was involved in preparing their section of this document. Click on the department name for additional information regarding the services they provide.

Benton County Commissioners' Office

The County Commissioners adopt ordinances, resolutions, motions, levy taxes, appropriate revenue, and adopt the final budget for the County. The legislative body generally confirms appointments to County boards and commissions. The County Commissioners generally appoint the members of the boundary review board and planning commission in counties that have created this board and commission. The County Commissioners can also sit as the board of equalization (the County board of property tax appeals) to review disputed assessments.

Mission: *The Commissioners' department is accessible to its constituents, with responsible elected officials who offer a broad, balanced prospective and services to the community.*

Benton County Department of Corrections

The Benton County Department of Corrections provides incarceration and alternative program services to all law enforcement jurisdictions within Benton County. In addition, the jail provides contract services to other agencies throughout the State. The Benton County jail provides local user agencies several alternative programs to meet community needs; an electronic home monitoring program (EHM), work release program and work crew program. The operation of alternative programs saves user agencies hundreds of thousands of dollars each year, versus the cost of full incarceration.

Benton County Sheriff's Department

The Benton County Sheriff's Department is responsible for providing law enforcement services. The Sheriff's Office employs a total of eighty-four (84) full-time staff members and provides the law enforcement services throughout Benton County. Sheriff's Office is tasked with providing a variety of services to the community, which include responding to and mitigating emergency calls for service in the unincorporated areas of Benton County and the incorporated contract cities. i.e., "Benton City." The Sheriff's Office is also legally obligated to provide civil services to both the incorporated and unincorporated towns and cities within Benton County.

Mission: *The Mission of the Benton County Sheriff's Office is to safeguard life and property, preserve the peace, prevent and detect crime, enforce the law, and protect the rights of all citizens. All members of the Benton County Sheriff's Office are committed to working in partnership with our community and to identify and resolve issues that impact public safety.*

Benton County District Court

Benton County's five full time judges process County Sheriff, State Patrol, Cities of Benton City, Kennewick, Prosser, Richland, and West Richland misdemeanors and infractions as well as small claims and civil suits involving amounts under \$50,000. District Court also handles traffic citations, name changes, and protection orders.

Mission: *To provide fair and equal access to our Court for all members of the public. To resolve civil and criminal cases while maintaining the respect and dignity of the individuals.*



BENTON COUNTY 2021-2026 CAPITAL IMPROVEMENT PLAN

Benton County Facilities Department

The Facilities Department is responsible for the physical environment of all Benton County Facilities. The facilities include a 700- bed jail in Kennewick, the Courthouse at the County Seat in Prosser, the Kennewick Justice Center, the Health District Building in Kennewick, the Kennewick Annex on Canal Drive, Benton County Canine Shelter Facility, and other smaller satellite offices. This department also acts as the construction contracting office for other Benton County administrative departments.

Mission: *It is the mission of the Benton County Facilities Department to provide a safe, secure, productive, and comfortable work area for Benton County employees and the users of Benton County Facilities.*

Benton County Fairgrounds

The Benton County Fairgrounds is a multipurpose, county owned facility which is perfect for meetings, trade shows, livestock events, RV rallies, concerts, sporting events, day camps and weddings. The location and layout of the Benton County Fairgrounds offers an affordable choice for almost any type of event. It is handicap accessible, fully fenced and can be accessed by three major street entrances with parking for over 2000 vehicles. The employees are well trained and help guide event holders through all phases of an event.

Mission: *It is the mission of the Benton County Fairgrounds to provide a safe, family-friendly facility promoting entertainment, community events, private events, agriculture, equestrian, 4-H organizations and encouraging youth development while preserving rural traditions to all who use the facility. We are committed to excellence of service and quality facilities with a knowledgeable and friendly staff.*

Benton County Information Technology (IT)

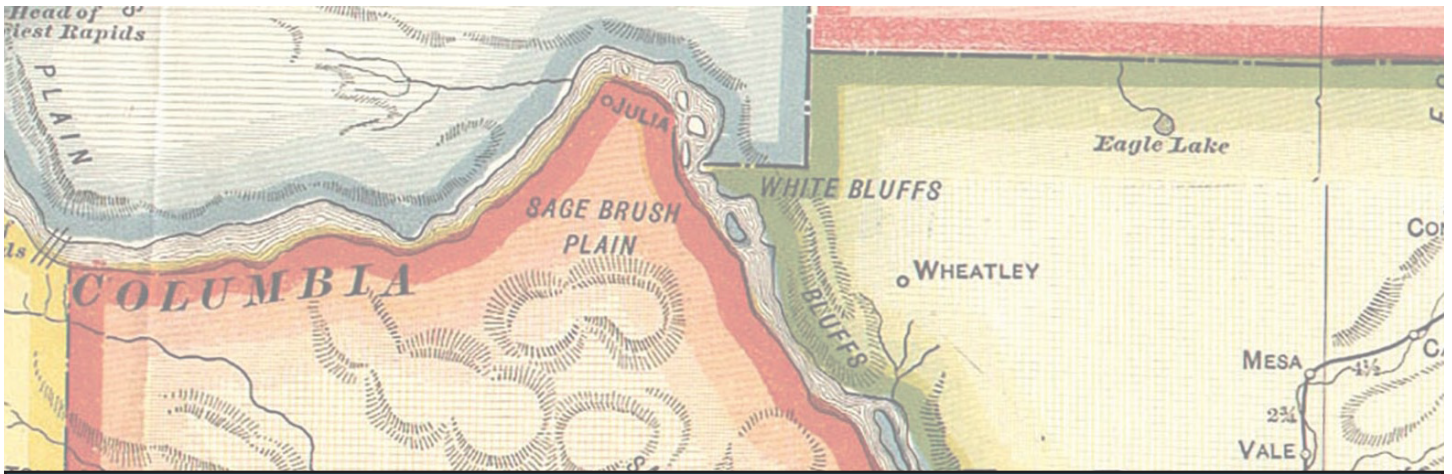
Information Technology is an internal services department that provides information technology and telecommunications support for all Benton County offices and departments.

Mission: *The mission for Benton County Information Technology is to improve the stability, functionality and performance of the Benton County information technology environment and support all departments in using information technology to meet their goals and objectives.*

Benton County Parks Department

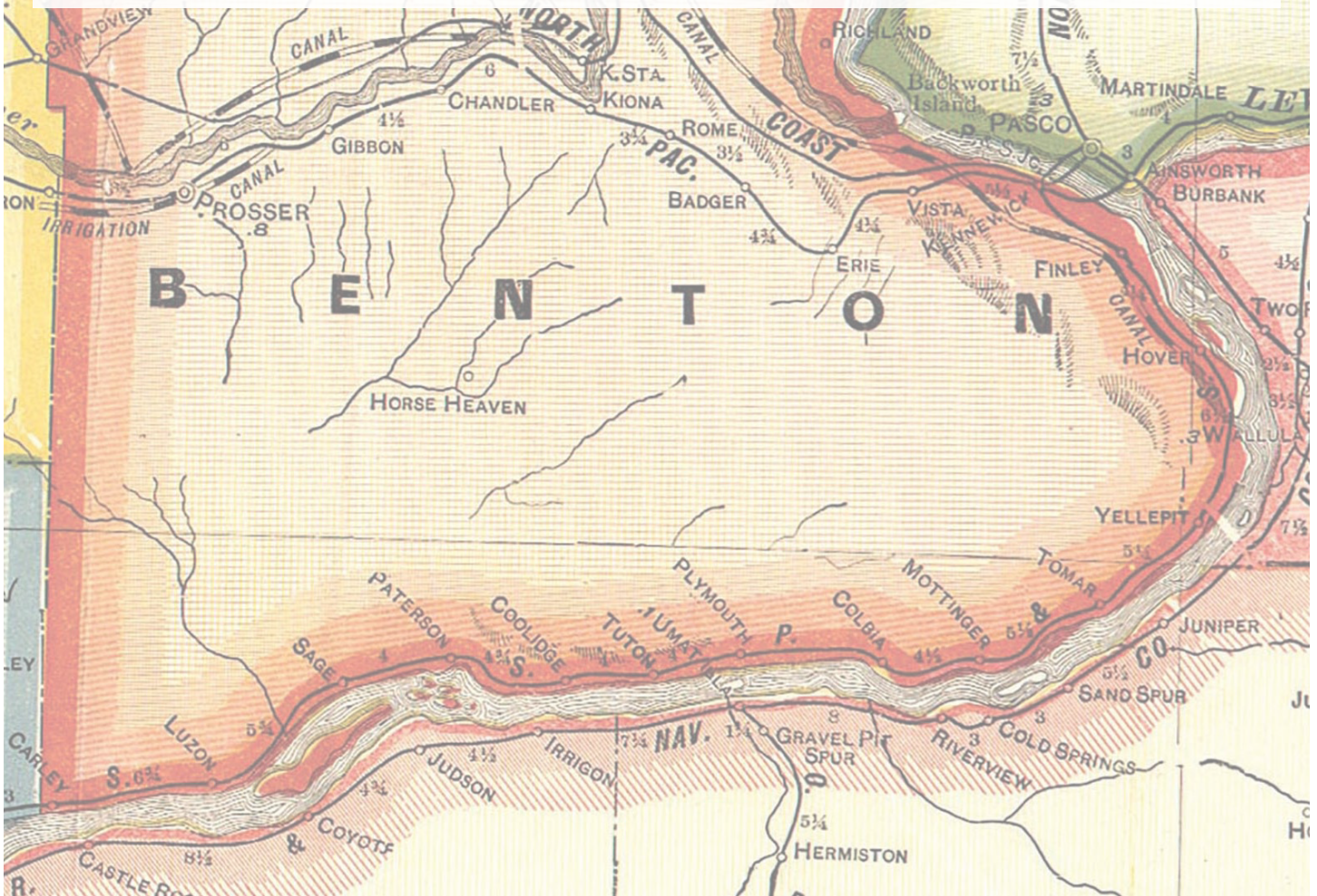
Benton County supports a small parks system to provide recreational and educational venues for the health, enjoyment, and enrichment of the community. The Park Department works for the County Commissioners at the advisement of the Benton County Park Board, and oversees eight separate park properties within the County. Benton County maintains park facilities only, and conducts no recreational programming.

Mission: *To provide safe and meaningful educational and recreational experiences for both our residents and visiting public that showcases the natural resources and landscapes of Benton County.*



INTRODUCTION

The Capital Improvement Plan (CIP) is a six-year road map for creating, maintaining, and paying for Benton County's present and future infrastructure needs. The CIP outlines project costs, funding sources, and estimated future operating costs associated with each capital improvement. The plan is designed to ensure that capital improvements will be made when and where they are needed, and the County will have the funds to pay for and maintain them.





INTRODUCTION

What is the Capital Improvement Plan?

The Capital Improvement Plan (CIP) is a six-year road map for creating, maintaining, and paying for Benton County's present and future infrastructure needs. The CIP outlines project costs, funding sources, and estimated future operating costs associated with each capital improvement. The plan is designed to ensure that capital improvements will be made when and where they are needed, and that the County will have the funds to pay for and maintain them.

What are Capital Improvements?

Capital improvement projects are non-routine expenditures requiring a significant amount of money usually consisting of the purchase of equipment, acquisition of land, design and construction of new assets, or the renovation, rehabilitation or expansion of existing capital assets. Capital projects usually have an expected useful life of at least five years.

Capital improvements make up the infrastructure that all Counties must have in place to provide essential services to their residents and support new growth and development. They also are designed to prevent the deterioration of the County's existing infrastructure, and respond to and anticipate the future growth of the County. A wide range of projects comprise capital improvements, such as:

- Court facilities and office buildings;
- Parks, trails open space, and other related facilities;
- Landscape beautification projects;
- Computer software and hardware systems other than personal computers and printers;
- Flood control drainage channels, storm drains and retention basins;
- Major equipment purchases.

Growing counties, such as Benton County, face a special set of complex problems. These counties need to build new roads, add public amenities, and expand public safety services by maintaining, replacing, rehabilitating, and/or upgrading existing capital assets such as roads, parks, and buildings.

Benton County has kept pace with the rapid growth of the community through many new public assets. Notable projects completed in the last five years include:

Completed Projects

- 2020 Finance Tenant Improvement and Restroom Addition
- 2020 Justice Center Restroom Renovation
- 2020 Kennewick Restroom Renovation
- 2020 Bader Mountain Preserve Storage and Maintenance Building.
- 2020 Jail Water Intrusion & Plumbing Retrofit
- 2020 Justice Center & Jail Electronic Security System Retrofit
- 2019 Public Service Building
- 2016 Metasys System
- 2016 Property Tax and Assessment System
- 2016 Kennewick Annex & Juvenile Justice Center Parking Lot Reconfiguration
- 2016 Jail West Wing Shower Stalls Remodel
- 2016 Fairgrounds Building 16 HVAC
- 2016 Inmate Management Hardware and Operating System
- 2016 Vista Park Overhaul
- 2015 Fairgrounds Irrigation Infrastructure



BENTON COUNTY 2021-2026 CAPITAL IMPROVEMENT PLAN

Completed Projects (continued)

2015	Network Firewall, Load Balancing, Break fix Monitoring
2015	Kennewick Road Maintenance Shop
2015	Benton County Courthouse Renovation
2015	Benton County Courthouse HVAC Replacement
2014	Justice Center Carpet
2014	Courtroom Sound System Upgrades (Courtroom A, D, 5, 6, and Prosser)
2014	Benton County Fairground's Bathroom
2014	Benton County Courthouse Shuffle
2014	Video Conferencing System
2014	Voice Network Upgrade
2013	Port of Benton (Walter Clore Center)
2013	District Court Remodel
2013	Benton County Clerk Remodel

Guidelines and Policies Used in Developing the CIP

The Benton County Commissioners' strategic goals and key objectives and the County's financial policies provide the parameters for development of the annual Capital Improvement Plan (CIP). Additional considerations include the following:

- Does a project support the County Commissioners' strategic goals?
- Does a project qualify as a capital project as defined in the County Budget Policy and have an expected useful life of at least five years?
- Does a project satisfactorily address all federal, state and county legal and financial requirements?
- Does a project support the County's favorable investment ratings and financial integrity?
- Does a project support the County's goal of ensuring all geographic areas of the County have comparable quality in the types of services that are defined in the Capital Improvement Plan?
- Does a project prevent the deterioration of the County's existing infrastructure, and respond to and anticipate future growth in the County?
- Does a project encourage and sustain quality economic development?
- Is a project responsive to the needs of residents and businesses within the constraints of reasonable taxes and fees?
- Does a project leverage funds provided by other units of government where appropriate?

Master plans also help determine which projects should be included in the CIP and the timeframes in which the projects should be completed. A master plan is a dynamic, long-term planning document that provides a conceptual layout to guide future growth and development, and includes analysis, recommendations, and proposals relating to the subject area. For example, the County has master plans relating to its parks system, comprehensive planning and land use, and more.

Economic forecasts also are a critical source of information and guidance throughout the capital planning process. The forecasts assess external factors such as whether the local economy is growing or contracting, population growth, inflation for construction materials, the value of land, and other variables that may affect the County's ability to finance needed services and capital projects.

Benton County's Biennial CIP Development Plan

In conjunction with the biennial budgeting process, the Commissioners' Office coordinates the countywide process of revising and updating the County's Capital Improvement Plan. County staff members from all departments participate in the review of projects in the existing plan and the identification of new projects for inclusion in the CIP. The County Commissioners' commitment to the needs and desires of Benton County



BENTON COUNTY 2021-2026 CAPITAL IMPROVEMENT PLAN

citizens is a critical factor considered during the capital planning process. Projects are also evaluated for compliance with legal requirements and financial limitations.

The Commissioners appropriate the first two years of the plan with adoption of the biennial (two-year) budget. The remaining four years are for planning purposes and funding is not guaranteed to occur in the year planned. The Commissioners make the final decision about whether and when to fund a project.

Once projects are selected for inclusion in the capital plan, decisions must be made about which projects should be recommended for inclusion in the first two years of the plan. Determining how and when to schedule projects is a complicated process. It must consider the Commissioners' strategic goals as well as all the variables that affect the County's ability to generate the funds to pay for these projects without jeopardizing its ability to provide routine, ongoing services and one-time or emergency services when needed.

Prior to Commissioners' consideration of the proposed CIP, the capital projects are reviewed and evaluated to ensure there is a revenue source for all of the estimated expenditures. In recent years, some of the capital project revenue sources have been obligated to pay down outstanding debt issuance therefore in-depth discussions assist the County Commissioners in making the best current and future business decisions.

The Commissioners review the recommended CIP during a special scheduled workshop, and also consider the recommendations of staff before making the final decision about which projects should be included in the CIP and in what year they should be included.

IMPACT OF THE CIP ON THE OPERATING BUDGET

Benton County's operating budget is directly affected by the CIP. Almost every new capital improvement entails ongoing expenses for routine operation, repair and maintenance upon completion. Many new capital facilities also require the addition of new positions. Existing County facilities and equipment that were once considered state-of-the art will require rehabilitation, renovation, or upgrades to accommodate new uses and/or address safety and structural improvements. Older facilities usually involve higher maintenance and repair costs as well. Pay-as-you-go capital projects, grant-matching funds, and lease/purchase capital expenses also come directly from the operating budget.

The costs of future operations and maintenance for new CIP projects are estimated based on the current cost of similar buildings and/or departments. Various departments that have experts on different types of operating costs are consulted in order to provide the most accurate estimates listed in the CIP. Operating costs are carefully considered in deciding which projects move forward in the CIP because it is not possible for the County to concurrently fund several large-scale projects that have significant operating budget impacts. Therefore, implementation timetables are established that stagger projects over time to have less impact on the operating budget.

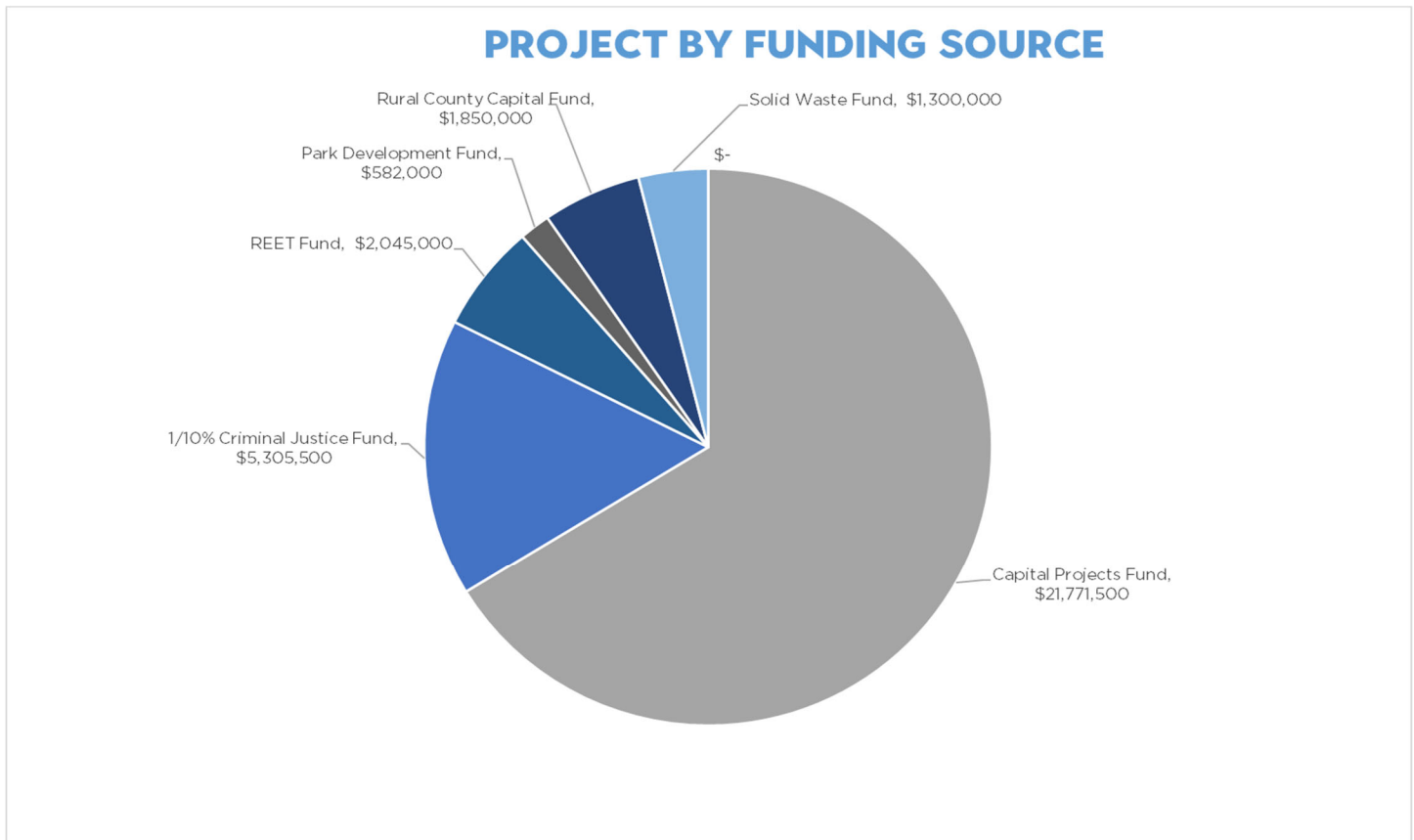
County Commissioners review operating and maintenance costs associated with capital projects scheduled to come on-line in the upcoming fiscal year during budget workshops. If operating and maintenance costs have been identified in a project, the departments are required to either absorb the additional costs or submit a supplemental request to receive funding. Supplemental requests for CIP operating and maintenance costs are balanced against other requests for additional funding.



SUMMARY BY FUNDING TYPE

Benton County’s CIP contains a wide range of projects that make up a well-rounded, long-range program for County improvements. The graph below shows new FY 2019-2020 CIP projects by funding type, excluding grant appropriation and carryover.

The following section includes a summary of all capital projects by fund. A narrative description of the major CIP categories precedes the project detail sheets for each project. Each detail sheet contains a project identification name, a short project description, the anticipated funding source, projected cost for each of the six years included in the CIP, and the operating impact (if any). The operating impact section remains expanded to show approximately how much will be spent on personnel, supplies, utilities, insurance, etc., along with a description of the operating impact.



FUNDING SOURCE

REQUEST AMOUNT PER YEAR

FUND TO BE DETERMINED	2021	2022	2023	2024	2025	2026
Search & Rescue Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Fairgrounds Parking Lot Lights	-	-	-	-	350,000	-
TOTAL REQUEST AMOUNT PER YEAR	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ 300,000
					TOTAL UNDETERMINED FUND REQUESTS \$ 650,000	

CAPITAL PROJECTS FUND	2021	2022	2023	2024	2025	2026
Clerk Office Relocation	\$ 150,000	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -
Property Acquisition	1,500,000	-	-	-	-	-
Jury Assembly room relocation	-	-	350,000	-	-	-
Convert and Relocate Centrifugal Chiller to Air-Cooled Chiller	240,000	-	-	-	-	-
Expansion of Video Surveillance to all County Buildings	-	-	-	50,000	50,000	50,000
Justice Center Campus Exterior Improvement Plan	-	-	75,000	75,000	75,000	75,000
Justice Center Entry	150,000	-	-	-	-	-
Sheriff's Office Property & Evidence Room Remodel	-	-	-	1,180,000	-	-
Firearms Training Range/Facility	400,000	-	-	-	-	-
Administration Building	4,500,000	-	-	-	-	-
Floor Covering Replacement	-	-	100,000	100,000	100,000	100,000
Wall Painting & Repair	-	-	-	-	100,000	100,000
Courthouse Upgrades	977,400	-	-	-	-	-
Parking Lot Resurface - Courthouse	31,000	-	-	-	-	-
Building Drainage Reconfiguration	100,000	-	-	-	-	-
X-Ray Machines	100,000	-	-	-	-	-
Network Infrastructure - Cisco smartnet	225,000	75,000	225,000	80,000	225,000	85,000
DATA STORAGE	-	-	-	-	300,000	-
Microsoft Enterprise Agreement	300,000	300,000	325,000	325,000	350,000	350,000
County Voice-Video System Upgrade	250,000	150,000	-	-	-	-
Sheriff Vehicle Replacement	500,000	500,000	500,000	500,000	500,000	500,000
Department of Corrections Vehicles	53,000	54,000	-	-	-	-
Justice Center BDA/DAS radio system upgrade	150,000	-	-	-	-	-
HVAC System Rejuvenations	33,500	-	-	-	-	-
Heating Boiler Replacement	65,000	-	-	-	-	-
Integrated Public Sector Financial System	3,300,000	-	-	-	-	-
TOTAL REQUEST AMOUNT PER YEAR	\$ 13,024,900	\$ 2,129,000	\$ 1,575,000	\$ 2,310,000	\$ 1,700,000	\$ 1,260,000
					TOTAL CAPITAL PROJECTS FUND REQUESTS \$ 21,998,900	

1/10% CRIMINAL JUSTICE FUND	2021	2022	2023	2024	2025	2026
HVAC System Rejuvenations	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -
AHU-5 Replacement/Retrofit	85,000	-	-	-	-	-
Heating Boiler Replacement	108,000	-	-	-	-	-
X-Ray Machines	50,000	-	-	-	-	-
Security Master Gate Replacement	35,000	-	-	-	-	-
Hot Water Storage Tank Replacement	50,000	-	-	-	-	-
No 4 & No.5 Elevator Replacement	500,000	-	-	-	-	-
Jail Elevators 6 and 7 Landing Unit System	25,000	-	-	-	-	-
Jail Laundry Security Upgrade	10,000	-	-	-	-	-
Door Upgrade (D and E Pods)	210,000	-	-	-	-	-
Inmate Linen Dryers Replacement	25,000	-	-	-	-	-
Equipment/Key Management	40,000	-	-	-	-	-
Property Room Upgrade	20,000	-	-	-	-	-
Jail plumbing	30,000	-	-	-	-	-
Security System Upgrade	1,100,000	-	-	-	-	-
Unforeseen Projects in the Juvenile Justice Center	500,000	500,000	500,000	500,000	500,000	500,000
TOTAL REQUEST AMOUNT PER YEAR	\$ 2,805,500	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
					TOTAL 1/10% CRIMINAL JUSTICE FUND REQUESTS \$ 5,305,500	

REAL ESTATE EXCISE TAX (REET) FUND	2021	2022	2023	2024	2025	2026
Building Façade	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -
Building 1 Restroom Replacement	-	565,000	-	-	-	-
Poultry Rabbit Barn Upgrades	40,000	250,000	-	-	-	-
Fairgrounds Main Parking Area Rehab	15,000	455,000	-	-	-	-
Hard Surface VIP Parking	-	-	-	-	-	125,000
Fairgrounds Pavement Sealcoat	-	5,000	150,000	-	-	-
Fairgrounds Irrigation Project	50,000	-	-	-	-	-
RV Hookups Fairgrounds	-	-	-	-	150,000	-
TOTAL REQUEST AMOUNT PER YEAR	\$ 345,000	\$ 1,275,000	\$ 150,000	\$ -	\$ 150,000	\$ 125,000
					TOTAL REET FUND REQUESTS \$ 2,045,000	

FUNDING SOURCE

REQUEST AMOUNT PER YEAR

PARK DEVELOPMENT FUND	2021	2022	2023	2024	2025	2026
Signage	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
Cemetery Signage & Markers	3,000	3,000	-	-	-	-
Horn Rapids Office Driveway Paving	-	-	-	-	40,000	-
Maintenance Shop Expansion	-	-	-	-	-	85,000
Nature Trail to Shoreline Path Boardwalk	60,000	-	-	-	-	-
Main Restroom Replacement	-	-	-	175,000	-	-
Horn Rapids Garden Renovation Project	-	-	-	-	25,000	25,000
Parks Parking Lots Improvement Plan	-	-	100,000	-	-	-
New Parking Area - Hover Park	60,000	-	-	-	-	-
TOTAL REQUEST AMOUNT PER YEAR	\$ 129,000	\$ 3,000	\$ 100,000	\$ 175,000	\$ 65,000	\$ 110,000
TOTAL PARK DEVELOPMENT FUND REQUESTS						\$ 582,000

RURAL COUNTY CAPITAL FUND (RCCF)	2021	2022	2023	2024	2025	2026
Adair Road Extension	75,000	800,000	-	-	-	-
Belmont Road Extension	105,000	870,000	-	-	-	-
TOTAL REQUEST AMOUNT PER YEAR	\$ 180,000	\$ 1,670,000	\$ -	\$ -	\$ -	\$ -
TOTAL RCCF REQUESTS						\$ 1,850,000

SOLID WASTE FUND	2021	2022	2023	2024	2025	2026
Moderate Risk Waste Facility	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REQUEST AMOUNT PER YEAR	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SOLID WASTE FUND REQUESTS						\$ 1,300,000

FUND CASH FLOW 2021-2026

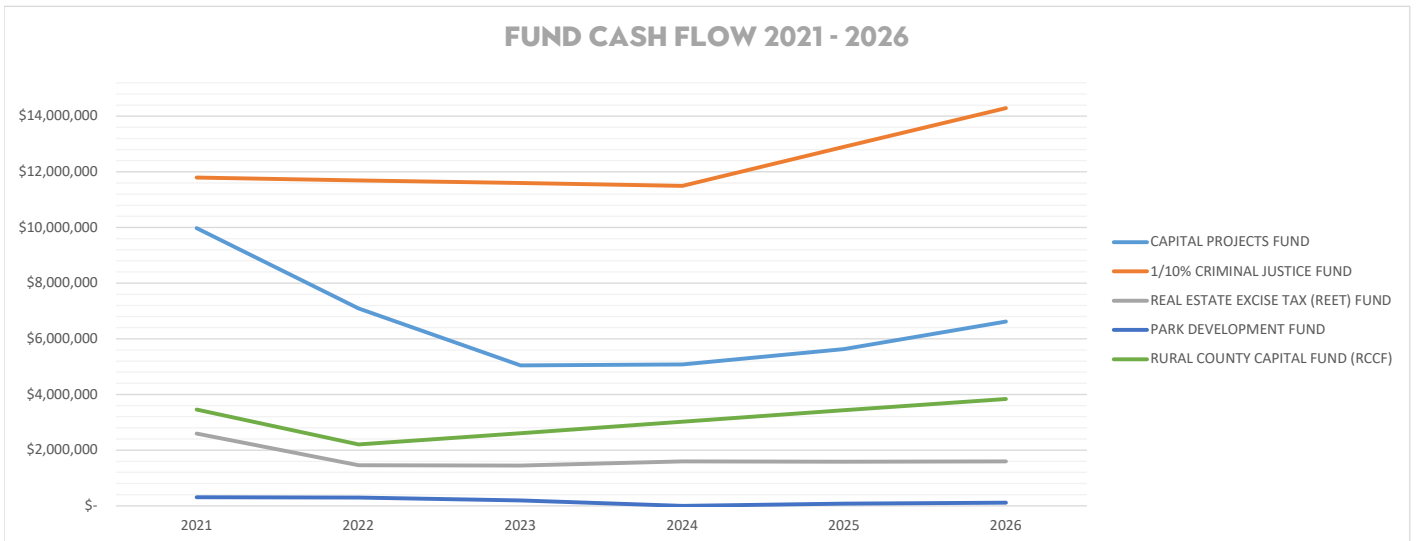
CAPITAL PROJECTS FUND	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$ 23,750,000	\$ 9,975,100	\$ 7,096,100	\$ 5,041,100	\$ 5,081,100	\$ 5,631,100
Revenue	-	-	270,000	3,100,000	3,000,000	3,000,000
CIP Expenditures	13,024,900	2,129,000	1,575,000	2,310,000	1,700,000	1,260,000
Other Expenditures (Non-CIP)	750,000	750,000	750,000	750,000	750,000	750,000
Ending Fund Balance	\$ 9,975,100	\$ 7,096,100	\$ 5,041,100	\$ 5,081,100	\$ 5,631,100	\$ 6,621,100

1/10% CRIMINAL JUSTICE FUND	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$ 14,200,000	\$ 11,794,500	\$ 11,694,500	\$ 11,594,500	\$ 11,494,500	\$ 12,894,500
Revenue	4,400,000	4,400,000	4,400,000	4,400,000	4,400,000	4,400,000
CIP Expenditures	2,805,500	500,000	500,000	500,000	500,000	500,000
Other Expenditures (Non-CIP)	4,000,000	4,000,000	4,000,000	4,000,000	2,500,000	2,500,000
Ending Fund Balance	\$ 11,794,500	\$ 11,694,500	\$ 11,594,500	\$ 11,494,500	\$ 12,894,500	\$ 14,294,500

REAL ESTATE EXCISE TAX (REET) FUND	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$ 2,800,000	\$ 2,595,000	\$ 1,460,000	\$ 1,450,000	\$ 1,590,000	\$ 1,580,000
Revenue	300,000	300,000	300,000	300,000	300,000	300,000
CIP Expenditures	345,000	1,275,000	150,000	-	150,000	125,000
Other Expenditures (Non-CIP)	160,000	160,000	160,000	160,000	160,000	160,000
Ending Fund Balance	\$ 2,595,000	\$ 1,460,000	\$ 1,450,000	\$ 1,590,000	\$ 1,580,000	\$ 1,595,000

PARK DEVELOPMENT FUND	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$ 450,000	\$ 311,000	\$ 298,000	\$ 188,000	\$ 3,000	\$ 78,000
Revenue	-	-	-	-	150,000	150,000
CIP Expenditures	129,000	3,000	100,000	175,000	65,000	110,000
Other Expenditures (Non-CIP)	10,000	10,000	10,000	10,000	10,000	10,000
Ending Fund Balance	\$ 311,000	\$ 298,000	\$ 188,000	\$ 3,000	\$ 78,000	\$ 108,000

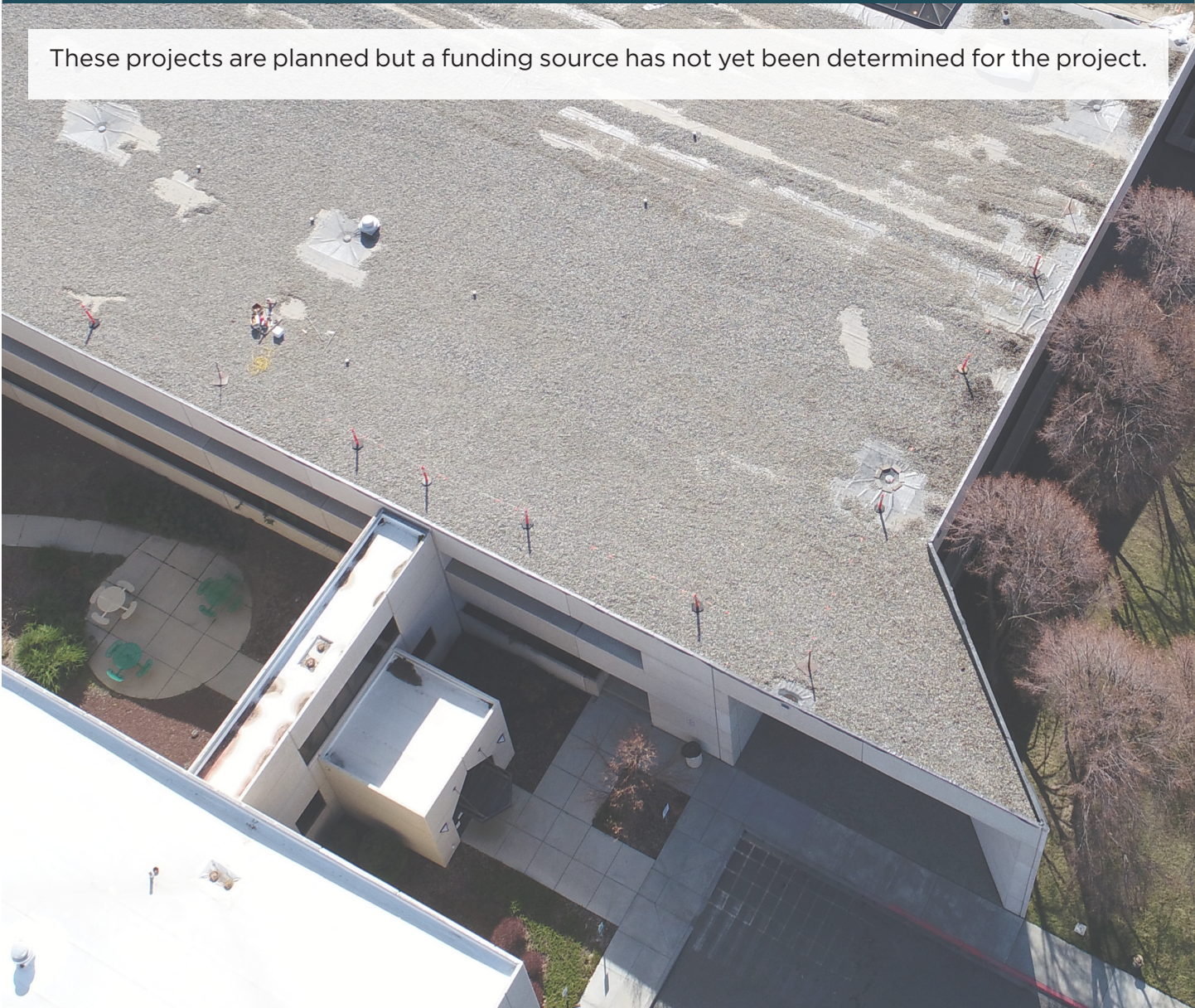
RURAL COUNTY CAPITAL FUND (RCCF)	2021	2022	2023	2024	2025	2026
Beginning Fund Balance	\$ 3,230,000	\$ 3,460,000	\$ 2,200,000	\$ 2,610,000	\$ 3,020,000	\$ 3,430,000
Revenue	500,000	500,000	500,000	500,000	500,000	500,000
CIP Expenditures	180,000	1,670,000	-	-	-	-
Other Expenditures (Non-CIP)	90,000	90,000	90,000	90,000	90,000	90,000
Ending Fund Balance	\$ 3,460,000	\$ 2,200,000	\$ 2,610,000	\$ 3,020,000	\$ 3,430,000	\$ 3,840,000





FUND TO BE DETERMINED

These projects are planned but a funding source has not yet been determined for the project.



BENTON COUNTY CORRECTIONS DEPARTMENT HANDGUN REPLACEMENT

7122 W. Okanagon Place, Building B Kennewick WA, 99336

Project Description

The current handguns (Smith and Wesson M&P .40 caliber) are in need of replacement. The identified replacement handgun (Glock 17, Generation 5) will need to be purchased (59 in total) along with level III retention duty holsters and weapons light (Streamlight TLR-1 HL) to completely outfit the armed staff within the Benton County Corrections Department. Total cost for replacement is expected to be \$47,000.00. Expected completion date is approximately 10 weeks.

Purpose & Need

The purpose of the Handguns are to arm staff with a means to protect themselves, the community and those in our care while conducting prisoner transports, off-site medical appointments, jail alternative programs, court details, community events and other corrections department functions within the public. The need arises due to the current handguns being now 10 years old and at the end of the suggested service life. Smith and Wesson also confirmed they are no longer manufacturing replacement parts. The lack of parts will make the handguns unable to be repaired.

Project Status

Quotes have been collected for the identified equipment. BCCD Firearms Instructors regularly inspect department handguns to determine any functionality discrepancies, wear and any suspected breakdowns of the handgun.

Operational Impact

The operational impact come primarily as a budgetary impact. Additional considerations include training of our range instructors in a certified Glock Armor's course which will certify them to make them capable of working on or repairing the handguns. Secondary cost include the cost of ammunition for semi-annual proficiency qualifications and training of all armed staff.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Undetermined Funding Source	\$ 47,000	\$ 47,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 47,000	\$ 47,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	47,000	47,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 47,000	\$ 47,000	\$ -	\$ -	\$ -	\$ -	\$ -

BENTON COUNTY CORRECTIONS DEPARTMENT PRISONER TRANSPORT VEHICLE REPLACEMENT

7122 W. Okanagan Place, Building B kennewick WA, 99336

Project Description

Replacement of current BCCD 18 passanger Inmate Transport Vehicle (Braun). The original passenger compartment was built in 2008 and has since been tranferred to its now 3rd new chassis. We anticipate purchasing a full replacement, modular unit that is capable of being transferred to a replacement chassis when needed. The cost of replacement is expected to be approximately \$190,000.00 and completion is based upon vendor selection and project build timeline.

Purpose & Need

The current passenger compartment is now 12 years old and has original paint, electronics and structural metals and has traveled well over 500,000 miles tranporting local and contract inmates. The condition of the passanger compartment is worsening cosmetically and there are now different configurations available to isolate inmates into groups or singular based on behavioral concerns or sex. Historically, this vehicle has been fully replaced at 10-year intervals in the past. A reccomendation was also recieved from the County Yards that it is time to consider full replacement of the vehicle rather than transferring it to another

Project Status

Formal quotes have not been obtained however, we have kept in contact with Braun Northwest (original manufacturer) as well as another competative vendor and the current price approximations for a replacement vehicle. Both vendors are interested in submitting a quote to build the replacement vehicle.

Operational Impact

From a maintenance perspective, only general routine maintenance (oil changes and regular service) is expected until the chassis reaches approximately 250,000 miles. At that point, the chassis will need to be replaced which will cost approximately \$70,000.00 for the purchase of the chassis and labor cost of swapping the passanger compartment to another chassis.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Undetermined Funding Source	\$ 190,000	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 190,000	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	190,000	190,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 190,000	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ -

FAIRGROUNDS PARKING LOT LIGHTING

Benton County Fairgrounds

Project Description

Replace parking lot pole lighting at the Benton County Fairgrounds with upgraded LED.

Purpose & Need

The current pole lights at the Fairgrounds parking area are old, outdated, and expensive to operate.

Project Status

Not yet in progress.

Operational Impact

Replacing the lighting in the parking area of the Fairgrounds will provide for improved safety for patrons and employees. In addition, the overall curb appeal will be modernized. Operational savings will be realized as LED lighting uses an estimated one-third of the power of the current lighting. There is potential for funding from Bonneville Power Administration. Lastly, with the improved LED lighting, it may be feasible to reduce the number of poles.

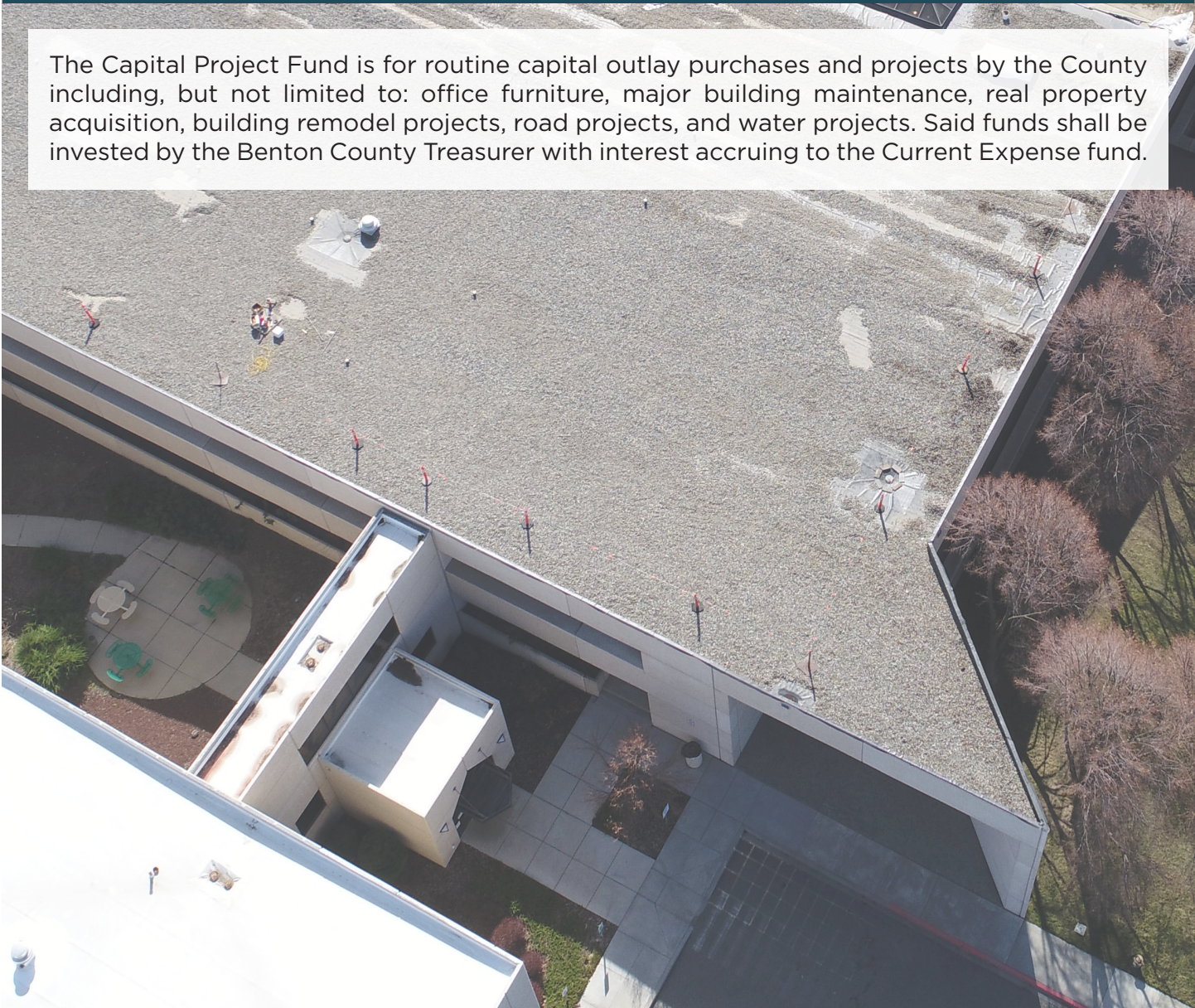
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2019	2020	2021	2022	2023	2024
Undetermined Funding Source	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2019	2020	2021	2022	2023	2024
Consultant Fees	-	-	-	-	-	-	-
Construction/Service Costs	350,000	-	-	-	-	350,000	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000	\$ -



CAPITAL PROJECT FUND

The Capital Project Fund is for routine capital outlay purchases and projects by the County including, but not limited to: office furniture, major building maintenance, real property acquisition, building remodel projects, road projects, and water projects. Said funds shall be invested by the Benton County Treasurer with interest accruing to the Current Expense fund.



CLERK OFFICE RELOCATION

7122 W. Okanogan Pl., Bldg A

Project Description

Relocating the Clerk's office to the 2nd floor of the Justice Center

Purpose & Need

We have no space for future expansion. We need a front counter that is better suited to assist the public. Our current situation has become extremely limited and interferes with the traffic going into and out of a courtroom. We need more windows to assist the public.

Project Status

Conceptual Phase

Operational Impact

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 1,200,000	\$ 150,000	1,050,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,200,000	\$ 150,000	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	1,050,000	-	1,050,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 1,200,000	\$ 150,000	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -

JURY ASSEMBLY ROOM RELOCATION

7122 W. Okanogan Pl., Bldg A

Project Description

When the Clerk's office relocates to the 2nd floor, we would like the jury assembly room to relocate to the 1st floor in the space vacated by the Clerk's office.

Purpose & Need

The need for this is that our jury assembly room has a limited capacity of 110 that does not allow us to have all jurors reporting at the same time. Also, jurors are required to take a small elevator to the 2nd floor assembly room. The capacity of the elevator is about 10 people with a tight fit. When we have a large group of jurors, this leaves many jurors waiting in the main hallway with potential contact with litigants. This would make it much easier for all jurors, especially those with ADA requirements.

Project Status

Conceptual Phase

Operational Impact

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Undetermined	\$ 350,000	\$ -	-	\$ 350,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Construction/Service Costs	300,000	-	-	300,000	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 350,000	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -

JUSTICE CENTER CAMPUS EXTERIOR IMPROVEMENT PLAN

Justice Center

Project Description

Address the need for a group of exterior repairs and upgrades for the Justice Center and Health Building Campus

Purpose & Need

The Justice Center is aging and with the new Admin building under construction, this plan would address some of the exterior needs. Specific items include upgrading exterior lighting to match new admin building lighting, repair and/or replace exterior walkway ceiling panels between JC and Jail entrances, repair aggregate sidewalk on West side along walkway by Clerks offices, address heaving sidewalks and planter areas from trees, address heaving granite walkway between JC and Jail, replace exterior trash cans, upgrade exterior wall and bollard lighting, fix parking lot sink holes, repour sidewalk between Great Floors and

Project Status

In discovery phase

Operational Impact

Minimal public impact for most aside from sidewalks and walkways, risk reduction for falls due to heaved walkways, increased lighting at night, and reduction in future maintenance expenses. Lighting will reduce power expenses and maintenance costs from replacement.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 300,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 300,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	300,000	-	-	75,000	75,000	75,000	75,000
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 300,000	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000

JUSTICE CENTER ENTRY

Justice Center

Project Description

Remodel justice center entry to create a vestibule along with a dedicated employee entrance with keycard access

Purpose & Need

By creating a keycard employee only entrance it reduces the demand on security staff for monitoring. Additionally, if the vestibule was to be covered, this would reduce heating/cooling costs due to reduced weather exposure.

Project Status

In discovery phase

Operational Impact

Some impact to public entry which will have to be mitigated. Will enhance security measures by creating a keycard access for staff, and will reduce heating/cooling costs by reducing direct weather exposure if vestibule was to be enclosed.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	100,000	100,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

SHERIFF'S OFFICE PROPERTY & EVIDENCE ROOM EXPANSION & REMODEL

Benton County Justice Center

Project Description

This project involves renovating the property and evidence storage areas of the Sheriff's Office which also includes the need for a purpose-built evidence processing area(s). This project has been pre-approved through a separate CIP review with funding of \$180,000. This funding amount is insufficient to address the needs identified in the July 9, 2019 DLR needs assessment report where property and evidence processing was studied.

Purpose & Need

In the last 15 plus years since the last relocation of the property and evidence area of the Sheriff's Office, the number of deputies employed at BCSO and the amount of evidence collected and retained has increased significantly. The current property and evidence area is over capacity and is not designed to properly store evidence. A remodel and expansion is required of the evidence area to include the addition of a purpose built area to process and store evidence. In July of 2019 the commissioners received a detailed analysis of this need in the July 9, 2019 DLR needs assessment.

Project Status

The DLR report referred to above has clearly established the need for expansion of the property and evidence area. This report has established a clear need for remodeling and expansion. A CIP project had previously been submitted and approved for the amount of \$180,000, represented in year 2021 below. Based upon the findings in the DLR report, this is insufficient funding for this vital project.

Operational Impact

A remodel and expansion of the property and evidence storage and processing area will safeguard the rights of citizens, allow for future growth, and make processing of critical and sometimes dangerous evidence more effective. This will not only aid in successful investigations, but will also support the successful prosecution of cases.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 1,180,000	\$ -	\$ -	\$ -	\$ 1,180,000	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,180,000	\$ -	\$ -	\$ -	\$ 1,180,000	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -
Construction/Service Costs	\$ 1,080,000	-	-	-	1,080,000	-	-
Other (FFE, Land, Contingency, Etc.)	\$ -	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 1,180,000	\$ -	\$ -	\$ -	\$ 1,180,000	\$ -	\$ -

FIREARMS TRAINING RANGE/FACILITY

Rattlesnake Shooting Facility SR 225

Project Description

This project involves creating a full time firing range for Benton County.

Purpose & Need

Currently the Benton County does not have a shooting range that can be utilized year round. County Staff uses a range that is on a privately owned farm near Locust Grove Rd. and is closed for use by the property owner up to six months a year. The location has no cell phone or emergency radio coverage and is remote, making it hazardous if an accident should occur.

Project Status

Currently in the Design Phase.

Operational Impact

The construction of a shooting/firearms training range for staff will enhance training/scheduling, use of force training and capabilities and reduce liability in these areas. This will also provide a safe, proprietary location for all use of force training.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$400,000	\$400,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$400,000	\$400,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Cost	360,000	360,000	-	-	-	-	-
Other (FFE, Land Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -

BUILDING DRAINAGE RECONFIGURATION

Benton County Coroners Office

Project Description

Remove and replace existing sidewalks to be at an elevation to better allow water to flow away from the building. Remove sections of grass up against the building and replace with rock to prevent overspray from the sprinkler system from hitting the building.

Purpose & Need

There are drainage problems at this facility which allow water to pool against or hit the building causing the stucco to deteriorate. Dropping the sidewalk levels and changing the landscaping will alleviate the drainage issues and prevent further water damage.

Project Status

Not yet in progress.

Operational Impact

Reducing the potential for water damage now will prevent more damage which will be more costly to repair.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Improvement Fund	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Cost	75,000	75,000	-	-	-	-	-
Other (FFE, Land Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -

X-RAY MACHINES

Benton County Justice Center & Jail

Project Description

Benton County Justice Center & Jail has a total of three x-ray machines that scan every item that members of the public bring into the facility. These machines are a pivotal part of maintaining safety and security of the individuals that are within our facilities. These machines have a typical life span of 8 years and our machines are 15 years old.

Purpose & Need

During a recent maintenance check, the contractor mentioned that it was time to replace the machines as it is getting harder and more expensive to maintain them.

Project Status

The Security Supervisor & Risk Manager have obtained quotes on desired replacement machines and are ready to go out to bid at any time.

Operational Impact

If these machines were to fail it would force our security team to hand screen every item and cause major delays for members of the public entering our facility.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
1/10th Criminal Justice Jail/Juvenile	50,000	\$ 50,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Cost	-	-	-	-	-	-	-
Other (FFE, Land Contingency, Etc.)	150,000	150,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

PARKING LOT RESURFACING

Benton County Courthouse

Project Description

Repair potholes, adjust existing utilities and seal coat the parking lots around the Prosser Courthouse. Will include new pavement markings and replacing outdated signage where appropriate.

Purpose & Need

The parking lots around the Courthouse have not had any significant maintenance in many years. Last year crack sealing was done but there needs to be more effort to ensure the pavement surface does not fail. One drywell has sunk to a point that it is a hazard and needs to be corrected. Sealing the pavement will greatly extend the life of the parking lots.

Project Status

Replacement of equipment began in 2018. This request completes the replacement of the remaining equipment.

Operational Impact

Repairing and maintain the parking lots now will significantly reduce the long term cost of keeping this valuable asset. Also this maintenance work is much less disruptive than a full replacement of the pavement which will be the result if we do not keep the parking areas in good condition.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Improvement Fund	\$ 31,000	\$ 31,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 31,000	\$ 31,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	25,000	25,000	-	-	-	-	-
Other (FEE, Land, Contingency, Etc.)	6,000	6,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 31,000	\$ 31,000	\$ -	\$ -	\$ -	\$ -	\$ -

ADMINISTRATION BUILDING

Benton County Justice Center

Project Description

Construct a new building on the justice center campus to house the County administration (commissioners, facilities, human resources, fairgrounds) as well as the assessor, auditor and treasurer. The project requires an evaluation of the current site and facilities to determine the size and location of the building that should be constructed.

Purpose & Need

As the County continues to grow the current facilities are reaching their capacity. Construction of a new building on the current campus would allow for continued growth and consolidation of several departments that are now spread around. Moving the assessor, auditor and treasurer out of the annex on Canal Street would also open up that space for needed expansion of the Juvenile Justice operation without a new building on that site.

Project Status

A request for qualifications was advertised and a consultant selected in July of 2018. A site and building size have been selected and design of the new facility is underway. Design is expected to be complete in mid 2019. Construction timing will depend on available budget.

Operational Impact

The new facility will have increase operation costs in the form of utilities and maintenance. Some of this cost will be offset by reducing the County's share of the operation costs of the annex building on Canal Street.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 4,500,000	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 4,500,000	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	4,000,000	4,000,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	500,000	500,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 4,500,000	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ -

FLOOR COVERING REPLACEMENT

County Wide

Project Description

Replacement of aging floor coverings throughout the County. Will be done on a rotational basis with a long range replacement schedule developed as each area is completed. After 5 years the program will be evaluated to determine how much funding is required to maintain the replacement schedule.

Purpose & Need

Even with regular cleaning and maintenance floor coverings eventually fail and need to be replaced. In the past area's were replaced once they reach the point of failure. This resulted in some areas being replaced and other not. Some coverings are still in place from the original building construction. Putting coverings on a regular replacement schedule will ensure that they are replaced before they fail and at a time most convenient to the County.

Project Status

Some floor coverings have been replaced with other remodel projects over the past few years. Floor coverings in the superior court areas and portions of the Kennewick annex were replaced in 2018. This will create an ongoing, regular rotation, to replace a small amount of coverings each year.

Operational Impact

Replacing floor covering before they fail will reduce maintenance costs associated with spot repairs.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 400,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 400,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	400,000	-	-	100,000	100,000	100,000	100,000
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 400,000	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000

WALL PAINTING & REPAIR

County Wide

Project Description

Repair of minor damage and painting of walls throughout all County facilities. Will include patching of small holes and damage not repaired as it occurred as well as replacement or installation of corner guards, base molding and other trim as needed. All areas will be evaluated based on age and last paint application and a schedule developed for regular repair and repainting. After 5 years the program will be evaluated to determine the need for additional funding.

Purpose & Need

Normal use of County facilities results in minor damage to the walls, particularly at corners and in tight areas. Corner guards, base molding and other trim also wear out or are damaged. Paint fades over time and needs to be recovered. Rather than address these items on a case by case basis it is more cost effective to create a rotation schedule to keep wall surfaces looking presentable. Having a set schedule also reduces complaints as employees know when their area is scheduled for repair.

Project Status

Repair of wall surfaces and painting has occurred in a haphazard manner over the years. Some areas have been repainted multiple times while others have not been touched since originally constructed.

Operational Impact

Having regular painting and repair done by contract will reduce the time spent by maintenance staff on these items and allow them to direct resources elsewhere.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2019	2020	2023	2022	2025	2024
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	200,000	-	-	-	-	100,000	100,000
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000

PROSSER COURTHOUSE UPGRADES

Benton County Courthouse

Project Description

Construct a new meeting room for the Board of County Commissioners, restore the main entry stairways to be historically accurate, convert the old Commissioners meeting room into a large conference room for the 3rd floor, convert the old engineers building into dry storage, change the exterior of the addition to more closely match the original courthouse, repair various windows and doors and replace the sidewalks on the south and east sides of the property.

Purpose & Need

The Commissioners have requested a meeting room that is able to accommodate more members of the public. More meeting space in general is needed at the courthouse. The County is in need of additional storage space and converting the old engineers building g seems to be a better alternative than tearing it down. The addition to the Courthouse, while in good repair, does not match the rest of the campus and it is desirable to change it.

Project Status

A consultant was selected to provide the architectural, engineering and historical preservation services for this project in May 2018. Design is underway and expected to be complete in 2018. Construction will likely begin in early 2019.

Operational Impact

This project is primarily a reconfiguration of existing space. The maintenance and operational cost change should be minimal. However, adding additional storage space for records is badly needed. Having it's own space may allow some departments to move their files back on site and terminate rental contracts for outside storage.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 977,400	\$ 977,400	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 977,400	\$ 977,400	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	927,400	927,400	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 977,400	\$ 977,400	\$ -	\$ -	\$ -	\$ -	\$ -

HVAC SYSTEM REJUVENATIONS

Benton County Justice Center

Project Description

Rejuvenate the cooling tower for the centrifugal chiller and the Air Handler Unit-1 & Air Handler Unit-2 Mammoth systems.

Purpose & Need

Rejuvenating the cooling tower now will extend it's useful life and ensure trouble free operation. There are several items that need attention to avoid a breakdown of the system. Updating the air handler units now extends their useful life and reduces the likelihood of a costly breakdown.

Project Status

The pan of the tower was sealed in 2018 to stop a water leak. The remaining work still needs to be completed. No work has been done on the air handler units.

Operational Impact

There should be no other additional costs after the work is completed aside from normal maintenance. Updating the systems now reduces the chances of a breakdown that could cause comfort and productivity issues in the areas served by these systems.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile	\$ 17,500	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Projects Fund	33,500	33,500	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 51,000	\$ 51,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Cost	51,000	51,000	-	-	-	-	-
Other (FFE, Land Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 51,000	\$ 51,000	\$ -	\$ -	\$ -	\$ -	\$ -

INTEGRATED PUBLIC SECTOR FINANCIAL SYSTEM

County-Wide

Project Description

Replacement of the County financial and other recordkeeping systems, including but not limited to a fully integrated Public Sector Financial Software system including conversion and implementation services, ongoing training and technical support for the system. This system should include all or part of the following comprehensive, fully integrated systems: General Ledger, Budget Preparation, Accounts Payable, Payroll, Human Resource Management, Position Control/Budgeting, Benefits Administration, Time and Attendance Tracking and e-Suite Employee Self Service applications, Project Cost Accounting, Fixed Asset Management and improve integration between applications and other systems used within the County.

Purpose & Need

The County's financial system, EDEN, has served the County well for the past twenty years and most administrative staff is very familiar and experienced with the software. However, the software lacks many modern features found in financial systems on the market today. Additionally, a portion of the County's business processes rely on manual and often redundant work that provides numerous opportunities for process efficiency gains.

Project Status

Benton County originally implemented EDEN beginning in 2000 per resolution 0 232 dated June 5th, 2000. The current system is reaching it's life expectancy and continuity of support is uncertain. The Financial Services area will be investigating options for replacement that best suits the County financial operations, reporting and integration of other systems to improve efficiencies and take advantage of newer technologies.

Operational Impact

It is estimated that purchase, implementation and training costs for a new financial system will be approximately \$3 million. Ongoing maintenance and operational costs are currently estimated to be \$200,000 annually.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 3,300,000	\$ 3,300,000	\$ -	\$ -	\$ -	\$ -	
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 3,300,000	\$ 3,300,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Cost	-	-	-	-	-	-	-
Other (FFE, Land Contingency, Etc.)	3,000,000	3,000,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 3,300,000	\$ 3,300,000	\$ -	\$ -	\$ -	\$ -	\$ -

NETWORK INFRASTRUCTURE – CISCO SMARTNET

County Wide

Project Description

Maintaining the County’s network support and maintenance agreements are an additional component after purchasing the hardware and software used to provide reliable progressive technologies. Cisco Smartnet is a requirement that enables Information Technology to have access to security patches, software upgrades and hardware replacement.

Purpose & Need

Cisco Smartnet is essential to keeping our business functions available, secure, and operating at peak performance. Networks are the lifeline that connects Benton County and the effects of downtime can be significant. With Smartnet, Benton County will have access to extensive support resources, online knowledgebase, proactive diagnostics, and ongoing operating system updates.

Project Status

In 2020, Information Technology replaced all the switches due to these devices no longer being supported. These switches do not require Smartnet licensing which has helped reduce the overall cost of Smartnet. However, due to the County’s renewed voice and video communication efforts, Smartnet licensing may see an increase in Smartnet costs in 2022 reflecting a new number of communication endpoint licensing.

Operational Impact

After Information Technology completes the Network Switch – Router Replacement project and County Voice and Video Upgrade projects, Cisco Smartnet costs may increase starting in 2022. Information Technology will actively monitor these costs to make sure controlled measures are taken when increasing the number of Cisco hardware and or software services.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 915,000	\$ 225,000	\$ 75,000	\$ 225,000	\$ 80,000	\$ 225,000	\$ 85,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 915,000	\$ 225,000	\$ 75,000	\$ 225,000	\$ 80,000	\$ 225,000	\$ 85,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	915,000	\$ 225,000	\$ 75,000	\$ 225,000	\$ 80,000	\$ 225,000	\$ 85,000
TOTAL	\$ 915,000	\$ 225,000	\$ 75,000	\$ 225,000	\$ 80,000	\$ 225,000	\$ 85,000

DATA STORAGE

Countywide

Project Description

Regularly Information Technology looks at the data storage needs and tries to predict future growth. Whether the data is stored locally or in the cloud, the County's data storage needs continue to grow. With the recent addition of video files, the expansion of paperless processes, and the backup of all County data, the consumption of available storage space is constant. To ensure future storage spaces is available in both the cloud environment and housed locally, we will

Purpose & Need

In seeing the County's storage usage increase, purchasing a storage area network strictly for locally hosting County data is desirable. In addition to addressing specific storage demands locally, Information Technology considers Cloud BLOB storage a viable option. As the Cloud storage technology matures, IT would like to have that option available to explore. The new virtual storage will also have faster 10GB network connections. The extra network bandwidth will provide greater server availability, decrease latency, improve backups, and enhance our disaster recovery times.

Project Status

In 2013 the County engaged in a significant storage area network upgrade, addressing present and future County data needs. Additional storage for County data and additional storage for the County's new virtualization space was added. Again in 2016, our storage needs were reviewed, the Storage Area Network was replaced and additional storage was purchased. Since then, storage needs continue to grow both locally and in the cloud.

Operational Impact

The ongoing costs for this project are associated with annual maintenance and support. Depending on the storage needs, IT anticipates an investment in additional storage devices for local data and Microsoft Cloud BLOB storage for other data. All hardware purchased will be enrolled into the Central Services Replacement Fund.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	300,000	-	-	-	-	300,000	-
TOTAL	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -

MICROSOFT ENTERPRISE AGREEMENT

County Wide

Project Description

A Microsoft Enterprise Agreement (MS EA) is the vehicle to ensure software licenses stay up to date. The growing number of County owned mobile devices, remote users and cloud data storage has changed the dynamics of the workforce. With an emphasis in security, the County's workforce needs to stay connected to County network resources, regardless of location.

Purpose & Need

Protecting County cloud and local resources from unauthorized user access is critical in today's fight against cyber threats. The installation of services like identification protection and multi-factor authentication can help make all devices accessing county data more secure. In addition to inspecting mobile devices, this security strategy can analyze users, verifying county employees identification before accessing County data.

Project Status

Adopting Microsoft as the County's standard required a significant investment in both time and money. Office 365's government cloud services meets the challenges of the county by providing robust security, reliability and user productivity tools needed for an efficient government workforce.

Operational Impact

The MS EA involves fixed annual payments for the duration of the agreement. As the County's technology needs to grow, the increase in annual payments for renewed Microsoft agreements over the next six years reflect Office 365 US Government licensing. Costs include additional security management services offered through Office 365's Enterprise and Mobility E3 cloud platform.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 1,950,000	\$ 300,000	\$ 300,000	\$ 325,000	\$ 325,000	\$ 350,000	\$ 350,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,950,000	\$ 300,000	\$ 300,000	\$ 325,000	\$ 325,000	\$ 350,000	\$ 350,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	1,950,000	\$ 300,000	\$ 300,000	\$ 325,000	\$ 325,000	\$ 350,000	\$ 350,000
TOTAL	\$ 1,950,000	\$ 300,000	\$ 300,000	\$ 325,000	\$ 325,000	\$ 350,000	\$ 350,000

COUNTY VOICE-VIDEO SYSTEM UPGRADE

Countywide

Project Description

Since 2012, Information Technology has been using Cisco Call Manager to provide the County with phone and video communication services. With the COVID-19 pandemic and the Governor’s “Stay Home, Stay Healthy” order, remote phone and video services has become essential to communicating internally and externally. To support future phone and video capabilities, Cisco’s Call Manager software and hardware will need to be upgraded.

Purpose & Need

Currently, Cisco Call Manager 11.5 is being used to support the County’s phone system which is the maximum version of Call Manager that can support the phone handset devices used throughout the county. Upgrades to Call Manager will require the county to purchase seven hundred seventy-five new IP phone handset devices. In addition to phones, Cisco video endpoints will also need to be purchased and licensed to deploy video collaboration services within judicial courts, corrections and county conference rooms.

Project Status

May 2020, the County started a project to improve technology (voice and video) in Superior Court and District Court courtrooms. Besides county courtrooms, the County’s correctional facility will also include voice and video improvements. These communication improvements are directly linked to the Governor’s “Stay Home, Stay Healthy” order which includes avoiding group gatherings and staying six feet away from others.

Operational Impact

Upgrades to the County’s voice and video system will consist of a one-time upgrade cost which includes hardware, software and labor needed to upgrade the County’s Cisco voice and video system. Two-year maintenance and support costs have been added to assist the County’s continued efforts to make communication service improvements to County departments and its constituents.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 400,000	\$ 250,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 400,000	\$ 250,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	400,000	250,000	150,000	-	-	-	-
TOTAL	\$ 400,000	\$ 250,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -

CONVERT AND RELOCATE CENTRIFUGAL CHILLER TO AIR-COOLED CHILLER

Benton County Justice Center

Project Description

The building that houses Superior Court, the Sheriff's Office and the older portion of the Jail uses a Centrifugal Chiller to make cold water which in turn makes cold air. The chiller is oversized because of a previous project and also requires a cooling tower. This project would replace the chiller and cooling tower with a smaller air-cooled chiller that will be much more functional and less expensive to operate.

Purpose & Need

The current Centrifugal Chiller and Cooling Tower was installed in order to serve the current building along with the new Jail. This connection to the new Jail has now been disconnected. The Centrifugal Chiller is way too big for the existing need and is much more complicated to operate than needed. This project will replace the chiller and tower with a smaller chiller, and relocate the new chiller and the existing air-cooled chiller onto the roof, saving valuable parking lot footprint space and helping to protect the units.

Project Status

This project will need to be designed by an engineering firm for location, piping layout, water pump size and location and to tie it into our existing HVAC management software METASYS.

Operational Impact

Replacing the chiller with an air-cooled unit will allow the HVAC cooling system to operate much more efficiently. The two air-cooled units will work in combination with each other, sharing the cooling load and be redundant backups.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	200,000	200,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 240,000	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -

EXPANSION OF VIDEO SURVEILLANCE TO ALL COUNTY BUILDINGS

County Wide

Project Description

Create an additional video network and server to allow video surveillance and recording at County buildings outside of the Justice Center. Many circumstances have occurred where being able to quickly view other facilities would aid in response.

Purpose & Need

Benton County currently has video coverage in and around the Justice Center in Kennewick but the need has arisen for video at other buildings. These would include the Kennewick Annex, Wiser buildings, Prosser Courthouse and road shop and others. This would be a centralized system with individual units at each location that all communicate back to a server.

Project Status

This system is in the beginning planning stages.

Operational Impact

This would allow for quick response to situations like responding to a motion alarm at the Wiser Road Shop, assist in the recovery of stolen assets, and help to identify suspects in burglary or vandalism cases.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 150,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 150,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000

DEPARTMENT OF CORRECTIONS VEHICLES

County Wide

Project Description

The department currently has 20 units, 12 vehicles and 8 trailers. Most of the vehicles are hand-me-downs from the Sherriff's fleet. Most of the vehicles need to be replaced in the next three years.

Purpose & Need

The Department of Corrections uses their fleet for inmate transport and officer use. The fleet is aging and is in need of replacement.

Project Status

This system is in the beginning planning stages.

Operational Impact

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 107,000	\$ 53,000	\$ 54,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 107,000	\$ 53,000	\$ 54,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	107,000	53,000	54,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 107,000	\$ 53,000	\$ 54,000	\$ -	\$ -	\$ -	\$ -

PROPERTY ACQUISITION

County Wide

Project Description

Purchase additional property for future expansion of County facilities and services.

Purpose & Need

As the population of Benton County grows, the need to expand facilities and services to the citizens of Benton County becomes necessary. To be able to accommodate for that need for expansion, the County needs to be thinking long term on locations of future buildings. Currently, the majority of County services is located at the Kennewick Justice Center complex, but is not viable long term location.

Project Status

Conceptual

Operational Impact

Unkown at this time.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	1,500,000	1,500,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -

JUSTICE CENTER BDA/DAS RADIO SYSTEM UPGRADE

Justice Center

Project Description

The project will redesign the radio bi-directional antenna systems in the Justice Center. This will include combining the systems and including the fire departments VHS channels and a repeater for localized channels for the Department of Corrections.

Purpose & Need

There are three different systems in the Justice Center and the Jail. Each system was designed at different times and only repeats the 800 MHz system. The Department of Corrections is looking to upgrade their communications to a local channel within the facility which will include a repeater and handheld units.

Project Status

Design Phase

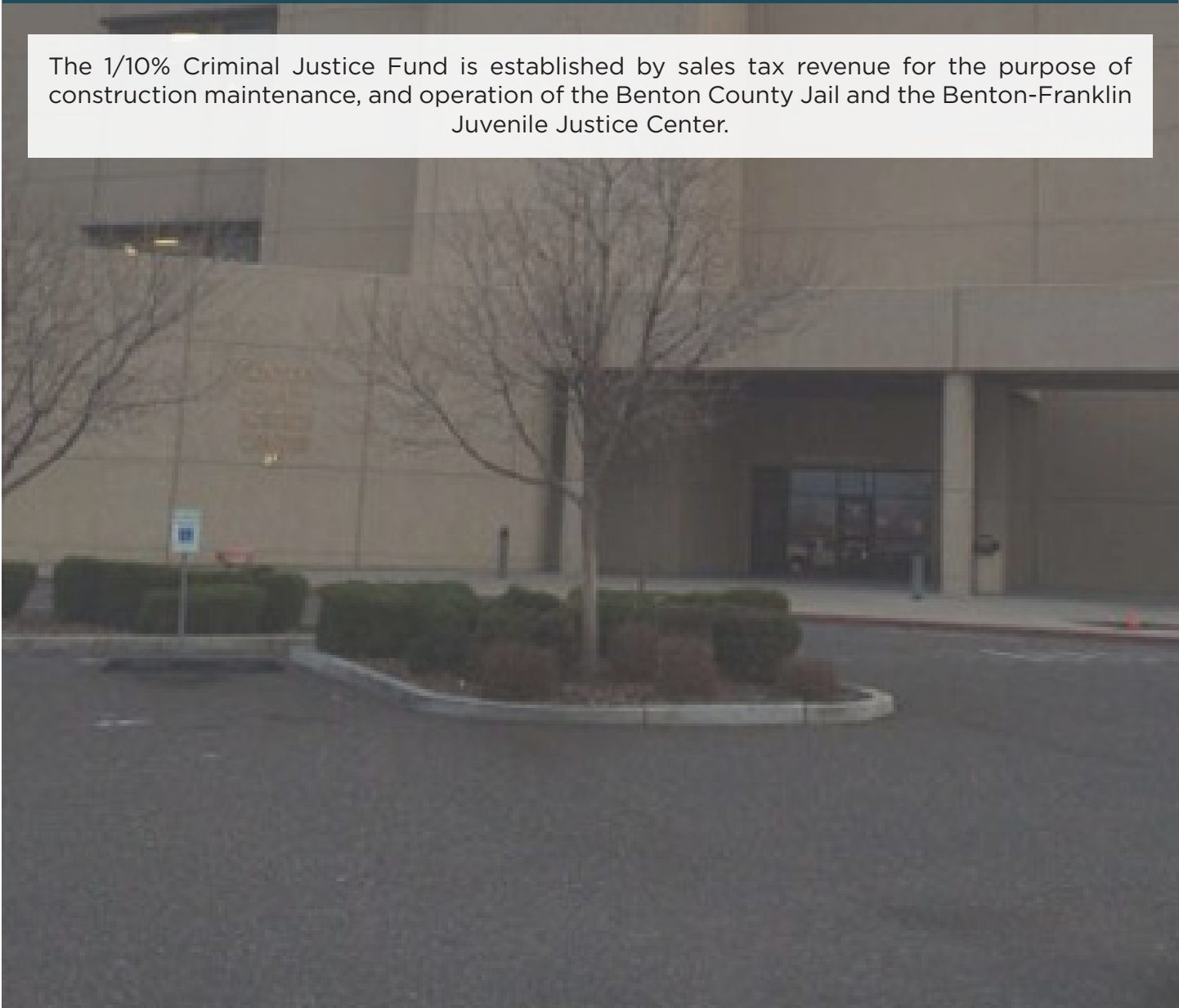
Operational Impact

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Capital Projects Fund	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	100,000	100,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

1/10% CRIMINAL JUSTICE FUND

The 1/10% Criminal Justice Fund is established by sales tax revenue for the purpose of construction maintenance, and operation of the Benton County Jail and the Benton-Franklin Juvenile Justice Center.



BENTON COUNTY CORRECTIONS DEPARTMENT DOOR UPGRADE (D AND E PODS)

7122 W. Okanagan Place, Building B Kennewick WA, 99336

Project Description

To replace the electric cells doors in D and E pods of the Benton County Jail and changing to a pneumatic opening system. There are a total of 16 cell doors between these two housing units that need to be rebuilt. The rebuild will also include a revised means of opening the cell doors in the event power is lost. The manual override function is currently dated and may prove to be faulty in the time of need. The estimated cost of this project is approximately \$210,000.00

Purpose & Need

Current mechanism's are dated and prone to breakdown. Several of the doors are beginning to malfunction regularly and are placed offline until repairs can be made. This results in decreased ability to securely house the inmate population. To date, only repairs have been made to the mechanical operating systems that are in excess of 30 years old. They are currently without any safety features and once the button is pressed to close, the door will do so regardless of anything obstructing its path. This poses a safety risk for staff and inmates in the event a body part was in the path of a closing door.

Project Status

An quote from 2015 is on file with a reputable vendor who most recently completed the jail security system upgrade. Additional quotes will need to be obtained and vendor selected. A secondary option exist which is a complete rebuild of the electric door system and emergency operating system. This option is expected to be less than the full transition to a pneumatic operating system

Operational Impact

Depending on installation timelines, this project may take offline certain area of the Benton County jail used to house inmates. This will likely be able to be completed in phases in order to minimize operational impact.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Fund	\$ 210,000	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 210,000	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	210,000	210,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 210,000	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -

BENTON COUNTY CORRECTIONS DEPARTMENT-INMATE LINEN DRYERS REPLACEMENT

7122 W. Okanagaon Place, Building B Kennewick WA, 99336

Project Description

The pupose is to replace existing inmate clothing and linen dryers that are in excess of 16 years old. The replacment cost of a total of 3 (gas heated) dryer units including installation is approximately \$25,000.00.

Purpose & Need

The current drying units have been in place since the opening of the new jail (April 1, 2004) and are used daily. To date, each of the 3 units has had several failures and they are becomig more regular. Considering the daily use, the dryer units are now in need of full replacement rather than continued repairs.

Project Status

Formal quote will need to be collected to include updated pricing. In speaking with facilities, the last quote received for full replacement was under the approximation listed above.

Operational Impact

Operation impact is expected to be minimal. Each unit can likely be replaced with the others still in tact. If not, all 3 may have to be taken offline while installatin of the new units is performed. It is expected that installation would not excees 3 working days at which point, we can begin laundering again.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Fund	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	25,000	25,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -

BENTON COUNTY CORRECTIONS DEPARTMENT- EQUIPMENT/KEY MANAGEMENT

7122 W. Okanagan Place, Kennewick WA, 99336

Project Description

To replace the current Jail Key Management System with a more robust and unit with satallite securement compartments capable of maintiang inventory of critical jail keys assigned to each duty position within the corrections facility. The total cost of this project is expected to be approximately \$40,000.00

Purpose & Need

The current Key Management System is in a sigular location and has been becoiming increasingly faulty. A number of the available key slots no longer read when keys are returned. Facilities has disassembled and cleaned the contacts several times and they continue to be faulty. Secondly, only having the ability to secure keys in one location is problomatic from an operational standpoint as each shift employs in some cases 25-30 officers all at one point needing to check out keys. This adds to relief ability and also causes extended time employees might have to stay beyong thier shift to turn in the keys the have checked out.

Project Status

A quote was colledcted from one vendor which determined the approximation cost.

Operational Impact

The replacement system is likely to be primarilly built off-site. Any networking cables can be installed prior to the installation if the key boxes themselves. Once installation of key boxes are ready, it should be able to be accomplished in one buisness day which will not likley have any operational impact on our facility.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Fund	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	36,558	36,558	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	3,442	3,442	-	-	-	-	-
TOTAL	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -

BENTON COUNTY CORRECTIONS DEPARTMENT PROPERTY ROOM UPGRADE

7122 W. Okanagan Place, Bulding B Kennewick WA, 99336

Project Description

To replace existing shelving and storage/inventory system of the Inmate property storage area of the Benton County Jail. This project involves purchasing a hanging rack solution as well as garment bag storage solutions to hang in assigned locations in accordance with property numbers assigned to each individual booking into the Benton County Jail. Cost is expected to be approximately \$20,000.00

Purpose & Need

The current sotrage/inventory system takes a large amount of space and will not properly contain many property items and clothing items that are inventoried with each arrest. The proposed solution will take less space and adequately secure individual property without the risk of loss or items falling out of assigned property bins.

Project Status

The rack system and property bags have been priced which created the approximation amount listed above.

Operational Impact

Operatinoal impact will involve removal of the existing shelving system followed by assembly of the proposed rack system by Benton County Facilities. It is not expected to take longer than 48 hours to accomplish once equipment arrives and removal of existing shelving begins.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Fund	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	20,000	20,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -

JAIL ELEVATORS 6 AND 7 LANDING UNIT SYSTEM

Benton County Jail

Project Description

Replace the system that the elevator uses to identify where the car is in the shaft. This system is imperative as it tells the elevator when the doors can be opened.

Purpose & Need

These two elevators use an out-dated method of identifying where the elevator car is in the elevator shaft. This old system uses a combination of mechanical and optical sensors that are prone to failure. The new system uses magnets and magnetics readers for a more accurate and reliable sensing of the position of the car. These elevator have experienced multiple failures of the landing sensor system, which causes down time and delays in responding to emergencies.

Project Status

This project has been quoted by Schindler Elevator and is ready to be completed once funding and resources are available.

Operational Impact

Completing this upgrade project will help to minimize down time. When one elevator is not working it puts a strain on the other one and increase the response time when an emergency arises. Also, completing this project will reduce the number of service calls by reducing the failures.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Fund	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	25,000	25,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -

INMATE ELEVATORS NO. 4 AND NO. 5 REPLACEMENT

Benton County Justice Center

Project Description

Replacement of inmate elevators No. 4 and No. 5. These elevators are used to transport inmates between the Jail and Superior Court Courtrooms.

Purpose & Need

The current elevators are old and out of date. Replacement parts are becoming increasingly difficult to find. Parts sometimes have to be manufactured which creates a long delay in repairing the elevator. There is also the threat of Corrections Officers being stuck inside the elevator with Inmates while transporting to and from Court.

Project Status

No progress has been made on this project. The estimated costs is calculated by, per elevator, \$100,000 purchase, \$100,000 installation, \$50,000 other crafts and unknown issues. Total of \$250,000/elevator.

Operational Impact

Replacing the elevators now will ensure these units last well into the future. Having new elevators will also help to expedite repairs after a failure as parts will be available. New elevators also make it far less likely that the elevator will fail while transporting staff and/or inmates.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Fund	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	500,000	500,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -

JAIL PLUMBING

Jail plumbing

Project Description

Replace leaking and aged floor drains between the 3rd and 4th floors of the jail and leaking sprinkler piping in same area

Purpose & Need

The existing drains and sprinkler pipe have some leaks that come down into the 3rd floor hallway. The drains need replacement to ensure future damage is eliminated. The plumbing will require ceiling grid removal, scaffolding likely around pipes in plenum, and a way to reach the sprinklers and the underside of said drains for replacement.

Project Status

Discovery phase

Operational Impact

Elimination of water damage potential, reduction in maintenance

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Jail 1/10th	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	30,000	30,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -

AHU-5 REPLACEMENT OR RETROFIT

Benton County Jail

Project Description

To retrofit air handler unit-5 with a larger cooling coil or replace the unit entirely.

Purpose & Need

There are approximately four trustee pods & two offices areas that are now suffering from inadequate cooling.

Project Status

Several attempts have been made to address the cooling in the areas that this unit serves. Two separate engineering firms have evaluated it and proposed solutions that ultimately did not solve the issue. At this point the unit needs to have a significant upgrade or be replaced with a larger capacity system.

Operational Impact

Fixing this issue will improve the comfort level of the inmates and people working in the areas served by the system.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile	\$ 75,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 85,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	75,000	75,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 85,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -

HEATING BOILER REPLACEMENTS

Benton County Jail & Justice Center

Project Description

Replacement of existing heating boilers that serve the new jail and the new courts building.

Purpose & Need

The boilers are 15 years old which is the high end of their useful life. They should be scheduled for replacement before they fail. Replacing before failure ensures that the work can be done on a more convenient timeframe and minimizes disruption to jail operations.

Project Status

No progress has been made on this project.

Operational Impact

If we were to have a major failure in the winter the second boiler would not be able to keep building at a comfortable temperature & a "at time of failure" repair would be lengthy. Replacement would preempt this issue as well as reducing maintenance costs.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile Capital Projects Fund	\$ 108,000	\$ 108,000	\$ -	\$ -	\$ -	\$ -	\$ -
	65,000	65,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 173,000	\$ 173,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	173,000	173,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 173,000	\$ 173,000	\$ -	\$ -	\$ -	\$ -	\$ -

HOT WATER STORAGE TANK REPLACEMENT

Benton County Jail

Project Description

Replacement of existing & relocation of new hot water storage tanks located in the jail penthouse.

Purpose & Need

The existing tanks have been entrapped by construction and are reaching the end of their useful life. We cannot access the area to service them so relocation is desirable to ensure the new system can be regularly maintained. Replacement now allows the work to be done on a more convenient timeframe and minimizes disruption to jail operations.

Project Status

No progress has been made on this project.

Operational Impact

Replacement & relocation of the storage tanks would provide easy & practical access for future maintenance.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	50,000	50,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

SECURITY MASTER GATE REPLACEMENT

Benton County Jail

Project Description

Replace the west side of the security gate that serves as the exit for the jail sally port. The opposite side is much newer and not in need a replacement.

Purpose & Need

This gate was installed when the jail was originally constructed and is showing its age. This gate is the master which controls the operation of both sides of the gate system. The other gate was replaced recently and is operating fine. This gate needs to be replaced before it fails and causes operational challenges in entering and exiting the secured area.

Project Status

No progress has been made on this project.

Operational Impact

Replacing aging infrastructure typically reduces the time and cost associated with repairing and maintaining the system in the short term. Replacement would also ensure normal jail operations & security are not affected by a failure.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	35,000	35,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -

JAIL LAUNDRY SECURITY UPGRADE

Benton County Jail

Project Description

This project adds a security door and cage to close off the area behind the washing machines and the cleaning chemical storage area. One portion of this area allows inmates to be hidden from view and be out of the area covered by security cameras. Closing off this area reduces the likelihood of inmates inappropriately using the chemicals or accessing areas where they should not be.

Purpose & Need

Standards for correctional institutions prohibit areas that are not covered by either security cameras or monitored by corrections staff at all times. Inmates can and do inappropriately use the cleaning chemicals (mainly soap and bleach) and should not be allowed unrestricted access to these products. Closing off this area reduces risk for the County.

Project Status

A preliminary review of the area has occurred and a conceptual design is prepared. More work is needed to prepare a final design for the security cage and have it constructed.

Operational Impact

Construction of the security cage will reduce the risk to corrections officers and inmates in the jail.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	8,000	8,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -

SECURITY SYSTEM UPGRADE

Benton Franklin Juvenile Justice Center

Project Description

This projects will upgrade the existing security system within the detention area.

Purpose & Need

The Juvenile Justice Center is an aging structure with aging equipment. Several equipment failures and buiding repairs have come up in the past. This project will allow for funding to be avaiable for unforseen work.

Project Status

Operational Impact

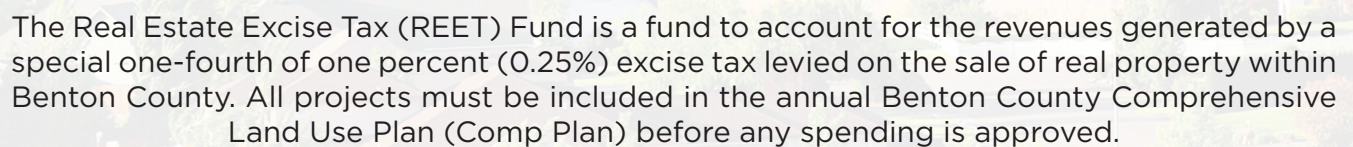
The project will allow for funding to be avialable as the work is identified.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
1/10th Criminal Justice Jail/Juvenile	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -



REAL ESTATE EXCISE TAX (REET) FUND



The Real Estate Excise Tax (REET) Fund is a fund to account for the revenues generated by a special one-fourth of one percent (0.25%) excise tax levied on the sale of real property within Benton County. All projects must be included in the annual Benton County Comprehensive Land Use Plan (Comp Plan) before any spending is approved.



BUILDING FAÇADE

Benton County Fairgrounds

Project Description

The facades of many of the buildings at the fairgrounds are old and dated. With the recent improvements to buildings 2, 3 & 4 it would be nice to update the exteriors of those and surrounding buildings to a more modern appearance. The first step in this process is to hire a consultant to assist in selecting a theme for the fairgrounds so that consistent improvements can be made across the campus. Once that is done improvements can be addressed over multiple projects.

Purpose & Need

The building exteriors at the fairgrounds need updating. While regular maintenance is being done most of the facades are dated and some are degrading from age.

Project Status

No work has been done on this project specifically. However the pavilion between buildings 2 & 3 was recently updated as well and new roofs on both of those buildings.

Operational Impact

Replacement or renovation of the existing building exteriors with new, modern and more resilient finishes will reduce the maintenance needs. Newer looking buildings will also attract new clients to the fairgrounds resulting in increased revenue.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET	\$ 240,000	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 240,000	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 240,000	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 240,000	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -

BUILDING 1 RESTROOM REPLACEMENT

Benton County Fairgrounds

Project Description

Demolish and replace the existing bathroom structure located west of Building 1 at the Benton County Fairgrounds. Replacement will either be a stick build or a prefabricated structure.

Purpose & Need

The existing bathroom facility west of building 1 is old and in disrepair. In order to improve the usefulness of building 1 and ensure public health and safety replacement of the entire structure is recommended.

Project Status

No work has been done on this project.

Operational Impact

Significant resources are expended cleaning and maintaining the existing facility. A new facility, constructed with resilient materials, should reduce the staff time spent keeping the bathrooms open.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET	\$ 565,000	\$ -	\$ 565,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 565,000	\$ -	\$ 565,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 65,000	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	500,000	-	500,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 565,000	\$ -	\$ 565,000	\$ -	\$ -	\$ -	\$ -

POULTRY/RABBIT BARN UPGRADES

Benton County Fairgrounds

Project Description

Upgrade electrical, insulation and building interior and exterior for building 12 to make it a more useable space for animal related events.

Purpose & Need

Building 12 is old and in disrepair. The regular users of the building have been requesting upgrades for some time. The electrical system is out of date and does not provide enough connection points. The insulation and cooling system are inadequate to keep the building comfortable during summer events. The interior and exterior needs to modernization to keep the building useful for years to come.

Project Status

The County met with several stakeholder groups to get a list of upgrades they would like to see to the building in April 2018. No design work has begun on the improvements as of yet.

Operational Impact

Replacing aging systems will reduce the need for maintenance to keep them operational. Cleaning up the building may attract new clients to rent it resulting in increased revenue for the Fairgrounds.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET	\$ 290,000	\$ 40,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 290,000	\$ 40,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	250,000	-	250,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 290,000	\$ 40,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -

FAIRGROUNDS MAIN PARKING AREA REHABILITATION

Benton County Fairgrounds

Project Description

Regrade the gravel parking lot to better retain storm water on the fairgrounds site. Remove large boulders and place new gravel surface on the parking area.

Purpose & Need

The current parking lot is mainly dirt and sand with large cobbles and boulders throughout. This can be a safety issue for people visiting the fairgrounds. The parking lot also drains all of its water to the north onto Yew Street and the Columbia Irrigation District canal which causes damage to those facilities during rain events. The City and the irrigation district have asked that we take steps to retain our stormwater on site.

Project Status

Not yet in progress.

Operational Impact

Rebuilding the parking lot will provide a more asthetically please area along with safety improvements. Correcting the drainage issue will prevent damage to neighboring property and the possibility of being assessed sotrmwater runoff fees by the City.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET	\$ 470,000	\$ 15,000	\$ 455,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 470,000	\$ 15,000	\$ 455,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	455,000	-	455,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 470,000	\$ 15,000	\$ 455,000	\$ -	\$ -	\$ -	\$ -

FAIRGROUNDS PAVEMENT SEALCOAT

Benton County Fairgrounds

Project Description

Refresh interior paved areas and walkways at the Fairgrounds.

Purpose & Need

There are many paved surfaces for both pedestrians and vehicles within the interior campus of the Fairgrounds. It is important to provide regular preventative maintenance to prolong the life of the current surfaces.

Project Status

Not yet in progress.

Operational Impact

Refreshing the current paved surfaces within the interior campus of the Fairgrounds would beautify and prolong the lifespan.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET	\$ 155,000	\$ -	\$ 5,000	\$ 150,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 155,000	\$ -	\$ 5,000	\$ 150,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	150,000	-	-	150,000	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 155,000	\$ -	\$ 5,000	\$ 150,000	\$ -	\$ -	\$ -

IRRIGATION PROJECT

Fairgrounds

Project Description

Install irrigation in multiple locations around the fairgrounds

Purpose & Need

Some large lawn areas at the Fairgrounds and has no in-ground irrigation. Staff uses hand lines to water the lawn. This hand watering takes up to 2 hours per day, which equates to 1/4 of a FTE, or around \$30-40,000 per year. By installing the irrigation, we effectively free up staff time for other projects.

Project Status

In discovery phase

Operational Impact

Minimal impact to the public.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET FUND	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	50,000	50,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

RV HOOKUPS FAIRGROUNDS

Fairgrounds

Project Description

Overhaul entire RV electrical hookup system at the Benton County Fairgrounds.

Purpose & Need

There are dozens of old and outdated RV electrical hookups at the Fairgrounds. Most are underpowered, in disrepair, and are a potential safety hazard for patrons.

Project Status

In discovery phase

Operational Impact

The County has expended significant operations and maintenance hours and costs on maintaining the outdated RV electrical hookup system at the Fairgrounds. Replacement of the system will alleviate these costs and provide better services for the RV patrons using the facilities.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
REET FUND	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -
Construction/Service Costs	125,000	-	-	-	-	125,000	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -



PARK DEVELOPMENT FUND

The Park Development Fund is a cumulative reserve fund for the purpose of accumulating and expending funds for capital improvements within the Benton County Parks system.



SIGNAGE

Horse Heaven Vista

Project Description

The project consists of three discreet elements... 1. Placement of several small "NO" signs on the light standards (2020). 2. Placement of a large entrance sign (2021) 3. Placement of two standard wayfinding signs (one each direction) along State Route 221 (2021).

Purpose & Need

There is no signage indicating the presence of or welcoming the public into the park; nor regarding do's and don'ts once visitors arrive.

Project Status

Planning and Implementation. Highway signs would be manufactured and installed by the Washington State Department of Transportation; the entrance sign and other internal signage would be developed by the Parks Department.

Operational Impact

Occasional maintenance of signs, as needed. No additional impacts to staff.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	6,000	6,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 6,000	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -

CEMETERY SIGNAGE & MARKER

Horse Heaven Cemetery

Project Description

The project consists of two discreet elements... 1. Placement of an entrance sign. 2. Placement of marker recognizing all known burials in the cemetery.

Purpose & Need

There is no form of signage that indicates what the site is. The entrance sign would be done in a style to match other Parks signage. Within the cemetery, few headstones remain (many of the originals were wooden). There has been a desire to create some sort of sign or other marker that names all of the known interred.

Project Status

Concept stage. Working idea is for signage to be paid from Park Development Fund and for marker to be paid from Historic Preservation Fund.

Operational Impact

Occasional maintenance of sign and marker as needed. No additional impacts to staff.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
Historic Preservation Fund	3,000	-	3,000	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 6,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	6,000	3,000	3,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 6,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -

HEADQUARTERS DRIVEWAY PAVING

Horn Rapids Park

Project Description

Asphalt paving of the existing gravel driveway from road in the park up to the Shop and Office area, about 300 linear feet and including the turnaround area. Option 1a would be to include the driveway leading to the Horse Camp, but that is not included herein.

Purpose & Need

The existing gravel road, with its design and use, does incur erosion and mobilizes dust, in addition to becoming muddy in wet weather. Paving the driveway will alleviate these concerns in addition to being a general upgrade to the park.

Project Status

Planning. It might be possible to combine this project with the 1a option noted above, and/or also paving from SR 225 down to Higgins Field.

Operational Impact

The park caretaker would clean the driveway regularly. We would expect to perform crack seal type maintenance about every 5 years.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -
Construction/Service Costs	35,000	-	-	-	-	35,000	-
Other (FFE, Land, Contingency, Etc.)	3,500	-	-	-	-	3,500	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ -

NATURE TRAIL BOARDWALK

Two Rivers Park

Project Description

Construction of a roughly 300-foot boardwalk across and through one of the wetland areas in the Natural Area of the park, providing a viewing platform and connecting the main Nature Trail with the more primitive shoreline path.

Purpose & Need

Since the demise of the old bird blind a decade ago there has been a desire to complete a new viewing location in the wetlands. Also, connecting the main trail with the shoreline path has been a department goal for many years.

Project Status

Preliminary design is complete and the project is permitted and ready to move to the design/bidding stage. The Parks Department would like to bid the project as a design-build.

Operational Impact

The park caretaker would be charged with safety inspections of the boardwalk and cleaning as a part of regular duties.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	50,000	50,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	5,000	5,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -

MAIN RESTROOM REPLACEMENT

Two Rivers Park

Project Description

Full replacement of the original restroom at Two Rivers Park, constructed in 1969. The restroom would be replaced on the existing footprint and might be able to use the same drain field. The existing building was site-built, but would probably be replaced with a modular facility.

Purpose & Need

The facility is antiquated and some systems are beginning to fail. Because the facility is over 50 years old a historical review may be required. The Corps of Engineers (landlord) is aware of and supportive of the project.

Project Status

Conceptual.

Operational Impact

We hope that more modern plumbing, fixtures, doors, and hardware will save the park caretaker time.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 175,000	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 175,000	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 2,500	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
Construction/Service Costs	150,000	-	-	-	150,000	-	-
Other (FFE, Land, Contingency, Etc.)	22,500	-	-	-	22,500	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 175,000	\$ -	\$ -	\$ -	\$ 175,000	\$ -	\$ -

PARKS PARKING LOTS IMPROVEMENT PLAN

Horn Rapids Park - Horse Heaven Vista - Two Rivers Park

Project Description

Seal parking lot cracks, reseal pavement, restripe, and paint curbing at Horn Rapids Park, Horse Heaven Vista, and Two Rivers Park.

Purpose & Need

The parking areas and driveways at Two Rivers and Horn Rapids in particular have many cracks in the pavement that need to be filled. It is an ongoing issue to fight the weeds and during the winter, those cracks collect water and further degrade through freeze/thaw cycles. By filling and sealing where applicable, it would increase the lifespan of the pavement and reduce maintenance costs. After a full surface seal, all striping would need to be repainted.

Project Status

In discovery phase

Operational Impact

Minimal impact if done in sections. Public would have limited access to those areas for up to 2 days post-fill and seal. Will extend the lifespan of the current pavement, reduce maintenance costs from weeding and spraying, and will improve overall appearance.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	100,000	-	-	100,000	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -

HORN RAPIDS GARDEN RENOVATION PROJECT

Parks

Project Description

The project encompasses renovation of 3 separate garden areas... Meacham Hall: Clean-up, finish planting, and replace traffic barriers (\$10,000). Boomerrang: Assess existing and future trees, intensive clean-up, address knapweed infestation and other noxious weeds (\$25,000). Flag Garden: Creation of hard border, replacement of river rock with crushed basalt, plant replacement (\$15,000).

Purpose & Need

The 'boomerang' area of Horn Rapids has been a 'catch' for tumbleweeds and has some overgrowth. The area behind Meechum hall was installed by a local group and was previously maintained by said group however it has now become part of park maintenance and is overgrown. Aesthetically both areas, along with a few other items, could be reworked and thus reduce future maintenance.

Project Status

In discovery phase

Operational Impact

Minimal impact to the public. Aesthetically more pleasing and less future need for maintenance.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
Construction/Service Costs	-	-	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000

NEW PARKING AREA - HOVER PARK

Parks

Project Description

Creation of a large, gravel parking area near the end of Hover Road, and cordoning-off vehicular traffic into much of the rest of the property.

Purpose & Need

Hover has been the location of a lot of renegade activity for quite sometime. The presence of vehicles in the southern end of the park in particular has severely degraded the property and facilitates activities such as dumping, off-roading, illegal camping, and other activities. This project will provide a proper place to park vehicles of all kinds, and attempt to keep other activities at bay.

Project Status

Conceptual. The Corps of Engineers (landlord) is aware of and supportive of the action, and ready to permit it.

Operational Impact

The Department believes the project will save resources, ultimately. The Two Rivers Park caretaker spends about two days per month on Hover visits, often retrieving dumpsites. The hope is that this project will improve safety and help the Sheriff's Office with being more motivated when it comes to dealing with renegade activities.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Park Development Fund	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	40,000	40,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -



RURAL COUNTY CAPITAL FUND

The Rural County Capital Fund is a fund established to hold the 0.09% sales tax refund that the County receives from the State of Washington (per RCW 82.14.370) to be used for economic development purposes. The funds are to be disbursed between the County, Ports, and Cities within the County.

ADAIR ROAD EXTENSION

Adair Road from Christensen Road to 1 Mile North of Locust Grove Road

Project Description

Extend Adair Road from its current terminus 1 mile north of Locust Grove Road to connect with Christensen Road to the north. The road will be constructed to Benton County standards for a rural collector roadway.

Purpose & Need

With the continued development in the south ridge area of Kennewick there is a need to provide an alternative access to the highway for the trucks and farm traffic that currently use Christensen Road. Extending Adair Road to connect Locust Grove To Christensen will provide freeway access for these vehicles without them having to pass through the now developed area of the City of Kennewick which includes round-a-bouts and an at grade interchange with the highway.

Project Status

A preliminary alignment has been selected. Preliminary discussions have occurred with the land owners about acquiring right of way.

Operational Impact

Providing this connection provides a route for traffic that is more rural in nature (large trucks, farm equipment) to access the interstate system without passing through the now developed areas in the City of Kennewick. This improves travel times for that traffic and reduces congestion in the commercial areas within the City. There will be a slight increase to the maintenance costs in the road department in order to maintain the new segment of road.

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Rural County Capital Fund	\$ 875,000	\$ 75,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 875,000	\$ 75,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	800,000	-	800,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	25,000	25,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
	\$ 875,000	\$ 75,000	\$ 800,000	\$ -	\$ -	\$ -	\$ -

BELMONT ROAD EXTENSION

West Richland City Limits to Kennedy Road

Project Description

Extend the roadway from its current terminus at the West Richland City limits, south, to intersect Kennedy Road. Road will be built to Benton County rural collector standards. Project includes crossing of the Kennewick Irrigation District badger east canal.

Purpose & Need

This new segment will create a throughway for commercial and residential development between Keene Road and Kennedy Road. Development is consistent with local planning and zoning in the area and is anticipated to rapidly increase with the future construction of the interchange at red mountain.

Project Status

A preliminary alignment has been selected. Preliminary discussions have occurred with the land owners about acquiring right of way.

Operational Impact

There are only two north south connections between Kennedy Road and the City of West Richland. They are at Dallas Road and then again at SR225. Adding this connection will provide an alternative route for traffic reducing congestion at these two intersections. There will be a slight increase in road maintenance costs by adding this new segment.

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Rural County Capital Fund	\$ 975,000	\$ 105,000	\$ 870,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 975,000	\$ 105,000	\$ 870,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	870,000	-	870,000	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	45,000	45,000	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
	\$ 975,000	\$ 105,000	\$ 870,000	\$ -	\$ -	\$ -	\$ -



SOLID WASTE FUND

The Solid Waste Fund is established to provide waste disposal information and assistance to the residents of Benton County.

MODERATE RISK WASTE FACILITY

S Ely Street, Kennewick

Project Description

This project is for the design and construction of a retrofit to an existing building in order to provide moderate risk waste (MRW) service for the residents of Benton County. The retrofitted area will be approximately one thousand nine hundred (1,900) square feet and will be used to store collected wastes currently dropped off by residents at household hazardous waste events.

Purpose & Need

Benton County has been without a MRW facility since the previous one at the Horn Rapids landfill site was lost to a fire in 2010. Currently, the County meets its MRW needs through household hazardous waste events. However, in order to provide more regular service, the County requires a facility to meet residents' needs. This is also a goal of the Benton County Solid Waste and Moderate Risk Waste Plan.

Project Status

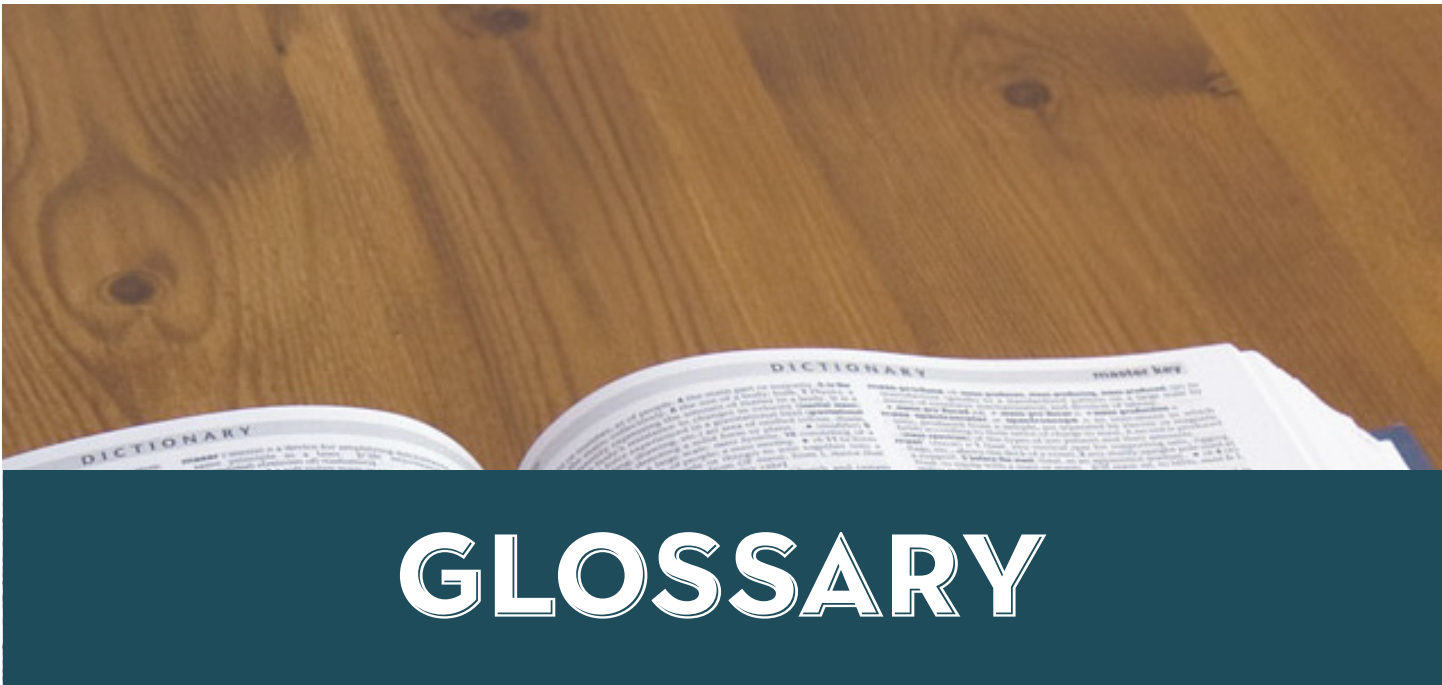
The original MRW facility at the Horn Rapids landfill was lost to fire in 2010. Benton County residents have been able to discard their MRW at household hazardous waste events. In 2015, the Benton County Road Department had a feasibility study completed exploring the viability of using an existing County maintenance shop building as a MRW facility. The design and operational plan was completed in 2018. The project is under construction.

Operational Impact

This facility will be operated and maintained through a combination of the Benton County solid waste fund and Washington State coordinated prevention grants. The fund draws revenue from existing solid waste taxes and waste handler fees.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2021	2022	2023	2024	2025	2026
Solid Waste Fund	\$ 1,300,000	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,300,000	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2021	2022	2023	2024	2025	2026
Consultant Fees	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Construction/Service Costs	1,250,000	1,250,000	-	-	-	-	-
Other (FFE, Land, Contingency, Etc.)	-	-	-	-	-	-	-
Operations & Maintenance	-	-	-	-	-	-	-
TOTAL	\$ 1,300,000	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ -



GLOSSARY

This glossary includes terms that will help you understand the technical language often used in the capital improvement plan. Glossary terms are listed alphabetically and include a brief description and acronym, as applicable.





GLOSSARY OF TERMS

This glossary includes terms that will help you understand the technical language often used in the capital improvement plan. Glossary terms are listed alphabetically under each alphabet letter and include a brief description and acronym, as applicable.

A

Acquisition

Acquiring land, existing buildings, or equipment and vehicles. The Public Works Department uses the following definition: Right-of-Way/Acquisitions consist of right-of-way cost for capital projects, including appraisal, survey services, and research, as well as purchase transactions and any associated assistance.

Americans with Disabilities Act (ADA) Compliance

A Federal law providing for a wide range of protection to individuals with disabilities ranging from prohibitions against discrimination in employment specific requirements for modifications of public facilities and transportation systems.

Adoption

A formal action taken by the Board of Benton County Commissioners which sets the spending limits for the fiscal year.

Architect/Engineering (A/E) Fees

Fees associated with the art/science and technology concerned with designing and building structures.

B

Balanced Budget

Consists of each fund's estimated beginning fund balance plus revenues to equal total funds available, minus total expenditures, which equals the ending fund balance. These ending fund balances must either equate to zero dollars or have a reserve balance remaining.

Beginning Balance

Comprised of residual funds brought forward from the previous year (ending balance).

Bond

A debt security, in which the authorized issuer owes the holders a debt and, depending on the terms of the bond, is obliged to pay interest (the coupon) to use and/or to repay the principal at a later date, termed maturity.

C

Capital Fund

Routine capital outlay purchases and projects by the county including but not limited to office furniture, major building maintenance, real property acquisition, building remodeling projects, road projects, and water projects. Said funds shall be invested by the Benton County Treasurer with interest accruing to the Current Expense fund.



BENTON COUNTY 2019-2024 CAPITAL IMPROVEMENT PLAN

Capital Improvement Project

Non-routine capital expenditures that generally cost more than \$5,000 resulting in the purchase of equipment, construction, renovation or acquisition of land, infrastructure and/or buildings with an expected useful life of at least five years.

Collector (Urban)

The collector street system provides both land access service and traffic circulation within residential and neighborhoods and commercial and industrial areas. It differs from the arterial system in that facilities on the collector system may penetrate residential neighborhoods, distributing trips from the arterials through the area to their ultimate destinations. Conversely, the collector street also collects traffic from local streets in residential neighborhoods and channels it into the arterial system. In the central business district, and in other areas of similar development and traffic density, the collector system may include the entire street grid. The collector street system may also carry local bus routes.

Corridor

A major transportation route which can consist of one or more highways, arterial streets, transit lines, rail lines and/or bikeways.

D

Debt Capacity

Ability to borrow money. The County's legal non-voted debt capacity is 1.5% of the assessed valuation, less outstanding limited tax general obligation bond debt, plus available assets. The County's legal voted debt capacity is 2.5% of the assessed valuation, less outstanding limited tax general obligation bond debt, plus available assets.

Demolition

The destruction and removal of some or all of an existing structure.

Depreciation

The periodic cost assigned for the reduction in usefulness and value of a long-term tangible asset.

E

Easement

A right to use the real property of another without possessing it.

Economic Development

Investment of resources to create financial self-sufficiency and prosperity in a community, including the industrial, commercial, and service sectors.

F

Fairgrounds Operations & Maintenance (O & M) Fund

A fund established for the purpose of operations and maintenance of the Benton County Fairgrounds; however, the project cost allocated in this report is for the capital projects located at the fairgrounds.

Furniture, Fixtures, & Equipment (FF&E)

Moveable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities.



BENTON COUNTY 2019-2024 CAPITAL IMPROVEMENT PLAN

FMSIB

Freight Mobility Strategic Investment Board (state indirect grant funds).

G

Goal

A general and timeless statement created with a purpose based on the needs of the community.

H

Heating, Ventilation, and Air Condition (HVAC)

Refers to technology of indoor environmental comfort.

I

Infrastructure

Facilities that support the continuance and growth of a community. Examples include roads, water lines, sewers, public buildings, & parks.

J

There are no items at this time.

K

There are no items at this time.

L

Legal Descriptions

A method of describing a parcel of land in such a way that it uniquely describes the particular parcel and no other.

M

Major Collector (Rural)

These routes have several definitions. 1) serve county seats not on arterials routes, larger towns not directly served by the higher systems, and other traffic generator of equivalent intra-county importance, such as consolidated schools, shipping points, county parks, and important agricultural areas; 2) link these places with nearby larger towns or cities, or with routes of higher classifications; and 3) serve the more important intra-county travel corridors.

Master Plan

A plan prepared to specify and coordinate the provision of one or more infrastructure systems and related services.

Milestone

A tangible point in time that tells how far along a project is in the process.

Minor Collector (Rural)

These routes should 1) be spaced at intervals consistent with population density to accumulate traffic from local roads and bring all developed areas within reasonable distances of collector roads; 2) provide



BENTON COUNTY 2019-2024 CAPITAL IMPROVEMENT PLAN

service to the remaining smaller communities; and 3) link the local important traffic generators with their rural vicinity.

N

There are no items at this time.

O

Other Expenditures

Expenditures not related to CIP projects for a specific fund. Examples include operating transfers, minimum fund balances, and etc.

P

Park Development

A cumulative reserve fund for the purpose of accumulating and expending said moneys for capital improvements within Benton County parks.

Q

There are no items at this time.

R

Real Estate Excise Tax (REET) Fund

A fund to account for the revenues generated by a special 1/4 of 1 percent (%) excise tax levied on the sale of real property within the County. All projects must be included in the annual Benton County Comprehensive Land Use Plan before any spending is approved.

Real Estate Excise Tax (REET) Technology Fund

A fund established per State of Washington Legislature SSHB 1240, section 2 to increase excise fees on Real Estate Excise Tax to provide for the development and implementation of an automated system for the electronic processing of the real estate excise tax compatible with the system developed by the Washington State Department of Revenue.

Revenue

Total amounts available for appropriation including estimated revenues, fund transfers and beginning fund balances. Financial resources are received from taxes, user charges and other levels of government.

Right-of-Way

The right given by one landowner to another to pass over the land actually transferring ownership. ROW is granted by deed or easement, for construction and maintenance according to a designated use.

Road Fund

A fund created in each County of the State per the RCW 36.82.010. County Road Funds may be used for the construction, alteration, repair, improvement, or maintenance of county roads and bridges, as well as acquiring, operating, and maintaining of machinery, equipment, quarries, and for the cost of establishing county roads, acquiring rights-of-way therefor, and expenses for the operation of the county engineering office.



BENTON COUNTY 2019-2024 CAPITAL IMPROVEMENT PLAN

S

STPR

Surface Transportation Program Rural (Competitive Federal indirect grant fund).

Sustainable Development

Development with the goal of preserving environmental quality, natural resources and livability for present and future generations.

T

TBD

To Be Determined are projects that are requested, however, the funding has not been determined.

TIB

Transportation Improvement Board (Competitive State indirect grant funds).

U

There are no items at this time.

V

There are no items at this time.

W

There are no items at this time.

X

There are no items at this time.

Y

There are no items at this time.

Z

There are no items at this time.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/27/2020	
Subject:	Public Hearing	
Presenter:	Linda Ivey	
Prepared By:	Linda Ivey	
Reviewed By:	Linda Ivey	
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only	<input type="checkbox"/> Pass Motion
<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction	<input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document	<input type="checkbox"/> Pass Ordinance
		<input type="checkbox"/> Execute Contract

Summary / Background Information

The Benton County Board of Commissioners closed the Vit Impact Fund via Resolution 2019-279.

The Resolution authorized the transfer of the remaining cash in the Vit Impact Fund, Fund Number 0153101, to the Capital Projects Fund, Fund Number 0305101.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing. The Supplement is needed to appropriate budget so the Auditor's Office can make the proper journal entries

Fiscal Impact

Fiscal Impact - none

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for the Vit Impact Fund, Fund Number 0153101.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for the Vit Impact Fund, Fund Number 0153101, in the amount of \$5,563,630.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 VIT IMPACT FUND NO. 0153101 BUDGET IN THE AMOUNT OF \$5,563,630

WHEREAS, the Finance Manager has requested a budget adjustment to the Vit Impact Fund Budget, Fund No. 0153101, in the amount of \$5,563,630 for expenditures associated with Resolution 2019-279; and

WHEREAS, a public hearing was held on Tuesday October 27, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 Vit Impact Fund Budget, Fund No. 0153101, in the amount of \$5,563,630 be approved per the attached request.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

TRANSMITTAL REQUEST FOR BUDGET ADJUSTMENT

Fund Name: Vit Impact	Fund Number: 0153101
Dept Name:	Dept Number: 000


Request Summary


Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
597.100.0017	Transfer Out to Capital Projects Fund	5,563,630	5,695,384
Total Adjustment		\$5,563,630	


Revenue		
BARS Number	Item Name	Amount
291.74.0001	Fund Balance	
Total Revenue		\$5,563,630

Basis for Budget Adjustment (Attach Documentation as Appropriate):
 The Vit Impact Fund was closed via Resolution 2019-279. The Resolution authorized the remaining cash balance to be transferred to the Capital Projects Fund 0305101. Appropriated budget is needed so the Auditor's Office can make the proper journal entries.

Commissioners



 CHAIRMAN


 COMMISSIONER


 COMMISSIONER

Approved for Hearing
 Denied

Review Notes: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	10/27/2020
Subject:	Public Hearing
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Linda Ivey
PA Review, Approval to Form:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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>
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input type="checkbox"/> Execute Contract

Summary / Background Information

Benton County was awarded an additional \$4,036,000 in CARES Act funds due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) via Resolution approved by the Board of Commissioners on September 29, 2020,

The Award was received after the completion of the 2019-2020 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense, CARES Act, Department 139 is budget neutral as eligible expenditures are reimbursed.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve the request for a budget adjustment for Current Expense, CARES Act, Department 139.

Suggested Motion

The Board of Benton County Commissioners hereby approve the request for a budget adjustment for Current Expense, CARES Act, Department 139, in the amount of \$4,036,000.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUDGETS RE: BUDGET ADJUSTMENTS TO THE 2019-2020 CURRENT EXPENSE FUND NO. 0000-101, DEPARTMENT 139, BUDGET IN THE AMOUNT OF \$4,036,000

WHEREAS, the Finance Manager has requested a budget adjustment to the Current Expense Budget, Fund No. 0000-101, Department No. 139 in the amount of \$4,036,000 for expenditures associated with the CARES Act funds awarded due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, a public hearing was held on Tuesday October 27, 2020, at 9:00am at which time the public was given an opportunity to speak in favor or in opposition to the proposed adjustments; and

WHEREAS, the Board finds said adjustments to be in the best interest of the citizens of Benton County; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that the budget adjustments to the 2019-2020 Current Expense Budget, Fund No. 0000-101, Department No. 139, in the amount of \$4,036,000 be approved per the attached request.

Dated this _____ day of _____, 2020.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR BUDGET ADJUSTMENT

Fund Name: Current Expense	Fund Number: 0000101
Dept Name: CARES Act	Dept Number: 139


Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
513.100.4103	Professional Services	4,036,000	15,135,000
Total Adjustment		\$4,036,000	

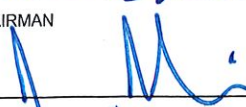
Revenue		
BARS Number	Item Name	Amount
333.21.9991	CARES Act 1	4,036,000
Total Revenue		\$4,036,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):
 Benton County was awarded an additional \$4,036,000 in CARES Act funds due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) via Resolution approved by the Board of Commissioners on September 29, 2020. A Supplement is necessary as the grant was not included in the 2019-2020 budget process.


Commissioners



 CHAIRMAN



 COMMISSIONER



 COMMISSIONER

Approved for Hearing
 Denied

Review Notes: _____

EXHIBIT LIST FOR SUB 2020-007/EA 2020-023
Preliminary Plat of Country Acres

DATED

Planning Commission Memo Exhibit List - October 13, 2020			
PCM 1 Includes:	PCM 1.1	Staff Report	October 1, 2020
	PCM 1.2	Site Map	August 12, 2020
	PCM 1.3	Notice of Public Hearing	September 21, 2020
		APPLICATION SUBMITTAL	
	PCM 1.4	Subdivision Application	August 5, 2020
	PCM 1.5	Plat Map for Country Acres	August 5, 2020
	PCM 1.6	Preliminary Stormwater Drainage Report	August 4, 2020
	PCM 1.7	Geotechnical Engineering Report	July 29, 2020
	PCM 1.8	Critical Areas Habitat Review	July 20, 2020
	PCM 1.9	Well Log Information	September 22, 2020
		SEPA INFORMATION	
	PCM 1.10	Environmental Checklist EA 2020-001	August 4, 2020
	PCM 1.11	Notice of Application	August 12, 2020
	PCM 1.12	Mitigated Determination of Non Significance	September 16, 2020
		COMMENTS	
	PCM 1.13	Benton Franklin Health District Letter	August 5, 2020
	PCM 1.14	Benton PUD Comments	August 13, 2020
	PCM 1.15	Dept. of Arch. & Historic Preservation	August 18, 2020
	PCM 1.16	Benton County Public Works	August 21, 2020
	PCM 1.17	Benton County Fire Marshal	August 24, 2020
	PCM 1.18	Dept. of Fish and Wildlife	August 24, 2020
	PCM 1.19	Email from Richard Yarbrough	August 22, 2020
	PCM 1.20	Dept. of Transportation	August 27, 2020
	PCM 1.21	Dept. of Ecology	August 28, 2020
	PCM 1.22	County Assessor's Office	August 27, 2020
	PCM 1.23	Letter from Robert Gilbert	August 29, 2020
	PCM 1.24	Kennewick Irrigation District	September 1, 2020
PCM 1.25	Benton County Public Works	September 9, 2020	
PCM 1.26	Dept. of Fish and Wildlife	September 11, 2020	
PCM 1.27	Letter from Dept. of Arch & Historic Preservation	October 2, 2020	
Planning Commission Hearing Exhibit List - October 13, 2020			
	PCH 1.1	Letter from Robert Gilbert	October 3, 2020
	PCH 1.2	Addendum to the Geotechnical Engineering Report	October 6, 2020
	PCH 1.3	Email from Patrick Paulson	October 13, 2020
Board of County Commissioners Memo Exhibit List - October 27, 2020			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	October 14, 2020
	BCCM 1.2	Resolution	October 27, 2020
	BCCM 1.3	Planning Commission Recommendation & Findings	October 13, 2020
	BCCM 1.4	Planning Commission Audio Recording	October 13, 2020

The Exhibit Numbers are found in the Top Right Hand Corner of each document.

PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date: <u>October 27, 2020</u>	Memo Date: <u>October 14, 2020</u>	
Subject: <u>Preliminary Plat of Country Acres - SUB 2020-007 Applicant: Tyler Tapani</u>		
Presenter: <u>Greg Wendt, Planning Manager and Michelle Cooke, Principal Planner</u>		
Prepared By: <u>Greg Wendt</u>		
Reviewed By: _____		
PA Review, Approval to Form: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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>	
<input type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Sign Letter / Document	<input checked="" type="checkbox"/> Pass Motion <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract

Summary / Background Information

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 160.25 acres into 14 residential lots. The preliminary plat is known as Country Acres. The land is zoned Rural Lands Five Acre District. The average lot size in the development is approximately 11.17 acres and the lots are proposed to be served by a new public road and individual wells and septic systems. The property is located south the KID canal and west of the intersection of Country Heights Drive and Homestead Road in unincorporated Kennewick, WA on parcel 120882000004000.

On October 13, 2020, at the conclusion of the open record hearing, the Planning Commission voted (5-1) to forward a positive recommendation to the Board of County Commissioners subject to eight (8) findings of fact and nineteen (19) conditions of approval. With the completion of the open record hearing, the Benton County Code requires the Board of County Commissioners conduct a closed record (appeal) hearing with reference to this preliminary plat.

The Benton County Commissioners set Tuesday, October 27, 2020 at 9:00 a.m. for the Board of County Commissioners to conduct a Closed Record Appeal Hearing with reference to this preliminary plat.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

Fiscal Impact - Maintenance of new County Roads

Amount: Unknown

Fund: Unknown

Recommendation

Planning Commission recommendation:

At the conclusion of the open record hearing, the Planning Commission voted 5-1 to forward a positive recommendation to the Board of County Commissioners subject to eight (8) findings of fact and nineteen (19) conditions of approval (Recommendation, Findings of Fact and Conditions).

Planning Department recommendation:

It is the Planning Department's recommendation that the Board of County Commissioners approve the preliminary plat as submitted, subject to the Planning **Commission's** Recommendation, Findings of Fact and Conditions.

Suggested Motion

If the Board agrees with the Planning Commission's Recommendation, then the Planning Department recommends the following motion:

I **move that the** Board adopts the Planning **Commission's** Recommendation, Findings of Fact and Conditions as **the Board's** own and approves the preliminary plat of **Country Acres - SUB 2020-007** as recommended by the Planning Commission.

If, however, the Board disagrees with the Planning Commission's recommendation then the Board will have to complete their own Findings and either approve the plat with additional conditions or deny the plat. If based on the Boards record, the wish is to complete their own Findings of Fact and Conditions, the Planning Department could draft the Board's Decision and Conclusions for the Board's approval.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2020-007 –
COUNTRY ACRES. APPLICANT: TYLER TAPANI, PARCEL NUMBER: 120882000004000.

WHEREAS, the Legal notification pursuant to the Benton County Subdivision Regulations, BCC 9.05.040, was given on Wednesday, September 30, 2020.; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (August 13, 2020); publication of Notice of Application (August 19, 2020) and Legal Notice in the Prosser Record Bulletin (**September 30, 2020**); and,

WHEREAS, the Planning Commission held a public hearing on October 13, 2020 at 6:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350 and all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing; and,

WHEREAS, in an effort to continue to provide public access to the Planning Commission meetings during the **Governor’s “Stay Home, Stay Healthy” order**, the public was provided via telephonic and video access for the public to view and provide testimony at the Planning Commission meeting; and,

WHEREAS, the Planning Commission at the open record hearing held on October 13, 2020, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of Country Acres - SUB 2020-007; and,

WHEREAS, the Planning Commission entered its recommendation, written findings of fact, and conditions of approval concerning this matter, and forwarded the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments based upon the record at a Closed Record Appeal Hearing on Tuesday, October 27, 2020; and,

WHEREAS, the Board of County **Commissioners did adopt the Planning Commission’s Finding of Fact and Conditions of Approval** as their own (which are kept in File No. SUB 2020-007 in the Planning Department records); and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat of Country Acres - SUB 2020-007 as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby adopts the Planning Commission’s Findings of Fact and Conditions of Approval as their own regarding the Preliminary Plat of Country Acres – SUB 2020-007 and hereby approves the preliminary plat.

Dated this 27th day of October 2020.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

**RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION**

RE: In the Matter of County Planning:
relating to the preliminary plat of
Country Acres by TTAP Construction, LLC
located in Section 20, Township 8 North,
Range 28 East. W.M.

SUB 2020-007
RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

SUB 2020-007: A proposal by TTAP Construction, LLC for the preliminary plat of Country Acres, a subdivision of approximately 160.25 acres into 14 residential lots with an average lot size of 11.17 acres on parcel number 120882000004000 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on September 30, 2020;

WHEREAS, an open record public hearing was held on October 13, 2020 at 6:00 p.m. and was conducted through an online, virtual meeting platform. Planning Commissioners and staff joined remotely in order to comply with Governor Inslee's Proclamation 20.28.4 as it relates to the Open Public Meeting Act during the COVID-19 State of Emergency; and,

WHEREAS, the Planning Commission was available to receive public testimony and answer questions in the public portion of the hearing with the public being able to virtually attend and comment through video and telephonic access to the meeting; and,

WHEREAS, the following members attended the meeting; Lloyd Coughlin, Marjorie Kaspar, Tammy McKeirnan, Leo Perales, Curtis Wills, and Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on October 13, 2020; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated October 1, 2020; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners and,

FINDINGS OF FACT

1. The proposed subdivision (PCM 1.4, application and PCM 1.5, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
 - a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
 - i. The 160.25 - acre site is bordered on the north and west by lands zoned RL-5; and on the south and east by lands zoned GMA AG.
 - ii. The Benton County Comprehensive Plan designates this area as Rural Remote;
 - iii. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1Du/5acres.
 - iv. The site is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;
 - v. The smallest lot size is 5.14 acres and the average lot size for this plat is 11.17 acres;
 - vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
 - vii. The creation of 14 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
 - b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:
 - i. The property is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.
 - c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;
 - i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat;
 - ii. An open record hearing for the preliminary plat was held on October 13, 2020. During the hearing, the Planning Commission considered all relevant information including oral and written comments/testimony; and
 - iii. At the conclusion of the open record hearing, the Planning Commission rendered a recommendation to the Board of County Commissioners.

- d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.
 - i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, the following critical areas have been identified on this property:
 1. Geologically Hazardous Areas (steep slopes of 15% or greater and historic landslide areas) which have been addressed in the Geotechnical Engineering Report prepared by Shannon & Wilson, Inc. (PCM 1.7 and PCH 1.2); and
 2. Fish and Wildlife Conservation Areas (Priority Habitat and Species as identified by the Washington State Department of Fish and Wildlife) which has been addressed in the Critical Areas Habitat Review prepared by Theresa Dusek Consulting (PCM 1.8).
 - ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.
- e. The requirements of the State Environmental Policy Act have been met based on the following:
 - i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.
 - ii. During the SEPA comment period, the Washington State Department of Archeology and Historic Preservation (PCM 1.15) recommended a professional archeological survey of the project area be conducted.
 1. A cultural resource report dated September 18, 2020 prepared by RLR Cultural Resources LLC was submitted to the Planning Department.
 - iii. An MDNS with mitigation/conditions (PCM 1.12) was issued for the project on September 16, 2020.
2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
 - a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25); and
 - b. Reference the Benton County Public Works Department comments as it relates to roads and mitigation requirements (PCM 1.16).
3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;
 - a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;
4. The public interest will be served by the proposed division and dedication;
 - a. The creation of 14 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and
 - b. Benton County standards are to be complied with including the construction and dedication of the new public road.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
 - a. Appropriate provisions have been made for the public health and safety based on the following facts:
 - i. The applicant has proposed that the preliminary plat be served by single family wells for potable domestic water services;
 - ii. The Benton Franklin Health District has reviewed the preliminary plat and has no objections provided water and sanitary services are provided to the development and compliance with Health Departments standards is obtained by each lot; and
 - iii. Fire hydrants are not required to be installed as a public water supply is not available at the site. West Benton Fire District #1 will provide fire protection.
 - b. Appropriate provisions have been made for open spaces based on the following facts:
 - i. The proposed subdivision does not contain land to be designated for open space.
 - c. Appropriate provisions have been made for drainage ways based on the following facts:
 - i. Knutzen Engineering prepared a preliminary stormwater drainage report for the applicants of Country Acres dated August 4, 2020 (PCM 1.6). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development;
 - ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25).
 - d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:
 - i. The public interest will be served by the proposed division and dedication as the Benton County Road Department standards are to be complied with including the construction and dedication of new public roads; and
 - ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.16).
 - e. Appropriate provisions have been made for transit stops based on the following facts:
 - i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.
 - f. Adequate provisions have been made for potable water supplies based on the following facts:
 - i. The project is located in the Lower Yakima Watershed, WRIA 37;
 - ii. Per the Groundwater Permit Exemption (RCW 90.44.050), water for domestic uses does not require a state water right. Landowners are eligible to drill an individual well on each lot to provide domestic water.

- iii. The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer. The Kennewick Irrigation District, in its letter dated September 16, 2020 (PCM 1.24) has called into question the applicant's ability to withdraw potable water from the shallow unconfined aquifer known as Badger Coulee (Pasco Gravel units). KID has asserted the right to recapture artificially stored groundwater within its boundaries.
 - iv. The development consists of 14 single family lots and the development is collectively limited to a maximum of 5,000 gallons per day withdrawal. Additionally, all lots that are part of this development are collectively limited to no more than 1/2 acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (1/2 acre total of non-commercial lawn or garden for all lots within the development combined). Based upon an average household use of approximately 350 gallons per day, this development will be less than 5,000 gallons per day.
 - v. An offsite irrigation source is not proposed for the development's lots.
 - vi. The Benton Franklin Health District has reviewed the proposal and find that it generally meets their requirements provided all conditions of approval as listed in the letter dated August 4, 2020 (PCM 1.13) are satisfied.
 - g. Adequate provisions have been made for sanitary waste based on the following facts:
 - i. All lots in the development are proposed to be served by individual septic systems.
 - h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:
 - i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.
 - i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:
 - i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses.
- 6. *The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;*

- a. Reference the BFHD comments as it relates to this preliminary plat (PCM 1.13).
7. The proposed subdivision is not located within an irrigation district; and
8. RCW 58.17.110 (1)(2)(3)(4). Approval or disapproval of subdivision - factors to be considered- conditions of approval, including, (4) If water supply is to be provided by a groundwater withdrawal exempt from permitting under RCW 90.44.050, the applicant's compliance with RCW 90.44.050 and with applicable rules adopted pursuant to chapters 90.22 and 90.54 RCW is sufficient in determining appropriate provisions for water supply for a subdivision, dedication, or short subdivision under this chapter.
 - a. The proposed plat is consistent with RCW 58.17.110 (1)(2)(3)(4). The plat is to be provided potable water from individual groundwater wells.
 - b. The development is collectively limited to a maximum withdrawal of 5,000 gallons per day for domestic use from all individual exempt wells within the development for the life of the development. Based upon an average household use of approximately 350 gallons per day according to the Washington State Department of Health, this development's use will be less than 5,000 gallons per day. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). However, more restrictive water withdrawal limits may be imposed, above and beyond the 5,000 gallon a day limitation and the ½ acre of non-commercial lawn or garden, as part of the County's Rural Water Supply Program.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Road Department**, including the following:
 - a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington;
 - b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer;
 - c. All roads within this plat shall have a paved width of 24 feet with a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed;
 - d. The pavement return radius at all intersections shall be a minimum of 35 feet;
 - e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have

an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County;

- f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency;
 - g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans;
 - h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement;
 - i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington; and
 - j. Please add the following notes to the face of the final plat:
 - Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
 - Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.
 - No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.
 - Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.
 - k. For more information please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.
2. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. BFHD provided the following comments:
- a. Each lot must be configured to allow a 100-foot radius water supply protection zone to fit within the lot lines or a 100-foot protection zone must be established around each proposed well site;
 - b. All lots shall have a minimum of 1 acre in size and contain a minimum of 20,000 square feet of usable land area;

- c. All wells, irrigation lines, canals, and surface waters within 150 feet of the plat are shown on the plat map;
 - d. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department;
 - e. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot;
 - f. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available;
 - g. The following statement is placed on the plat:
 - "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."
 - h. All areas with slope greater than 20% must be noted on the plat as well as these areas not being suitable for on onsite sewage disposal system.
 - i. Contact BFHD for more information." Please contact Rebecca Warrington at (509) 460-4335 for more information.
3. Applicant shall meet and comply with the requirements of the **Benton PUD**, including the following:
- a. Please show a utility easement in the following locations:
 - The east 10 feet of Lots: 12 and 13; and
 - The north 10 feet of Lots: 12 and 9.
 - b. Please contact Shanna Everson with Benton PUD at (509) 585-5367 for more information.
4. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:
- a. If any individual driveway is 200 feet or more in length, an approved turn around for Emergency Services vehicles is required at the end of the driveway.
 - b. If any individual driveway is 300 feet or more in length, a 10' x 30' pullout is required every 300'.
 - c. The subdivision shall comply with BBC 3.18.045 Minimum Road Requirements and 3.05.046 Special Fire Protection.

- d. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.
5. Applicant shall meet and comply with the requirements of the **Department of Archeology and Historic Preservation**, including the following:
 - a. DAHP recommends a professional archaeological survey of the project area be conducted prior to ground disturbing activities.
 - b. For more information please contact Sydney Hanson, Transportation Archaeologist at (360) 586-3082 or Sydney.Hanson@dahp.wa.gov.
6. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:
 - a. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, industrial purposes, stock watering or for the irrigation of up to one-half acre of lawn and garden per project are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.
 - b. For more information please contact Christopher Kossik at 509-454-7872 or email at christopher.kossik@ecy.wa.gov.
7. Applicant shall meet and comply with the requirements of the **Department of Fish and Wildlife**, including the following:
 - a. The proposed preliminary plat is within the much larger Badger Canyon corridor / connected landscape and its importance for shrub steppe and dependent wildlife is not unique to the WDFW Priority Habitat and Species (PHS) database. This area has also been identified in other multi-stakeholder and state-wide analyses. Both the Washington Connected Landscapes Project: Analysis of the Columbia Plateau Ecoregion (2012) and The Arid Lands Initiative – Shared Priorities for Conservation at a Landscape Scale (2012) highlight the importance of this and similar corridors / connected landscapes in the Columbia Basin and state-wide. These habitats are important in maintaining the ecological integrity and viability of native habitats and species statewide.
 - b. While this SEPA is only for a preliminary plat, we recommend that as an initial aid in habitat conservation strategies that encompass the entire 155-acre site, that the project review the Management recommendations for Washington’s priority habitats: managing shrub-steppe in developing landscapes (WDFW 2011), and Site-specific management: how to avoid and minimize impacts of development to shrub-steppe (WDFW 2011). These documents provide useful information and solutions, such as clustering development into least sensitive areas and various incentives, to maintain the ecological integrity and connectivity of shrub-steppe habitat.
 - c. We agree with the recommendations on page 9 of the Critical Areas Habitat Review, but are concerned that lots 1 and 2, as drawn, impact the Intact Shrub Steppe area

identified in the Critical Areas Habitat Review and may need to have the southern boundary redrawn. Additionally, we recommend that any future residential development be as near as possible to the proposed Homestead Road and that site preparation only include what is needed for the home footprint. Since the area will be irrigation water limited and that the future residential development is in a fire-prone landscape, we recommend that the following elements be included with the site permit so that all residences are familiar with creating a "fire-wise" community.

- Xeriscaping – use native vegetation (grasses and shrubs) for landscaping.
- Seasonal grazing
 1. Spring green-up is best time (April-June)
 2. Reduce vegetation (fuels) as an aid in fire protection
 3. Promote native vegetation (mainly grasses)
- Limited fencing
 1. Fences accumulate wind driven weeds (tumble weeds) and can become a significant fire hazard
 2. Fences for livestock should be the minimum to contain/control animals. Temporary single strand electrical fence that is seasonally installed/removed is preferred.

d. For more information please contact Mike Ritter with any questions at Michael.ritter@dfw.wa.gov or at 509-543-3319.

8. Applicant shall meet and comply with the requirements of the **Kennewick Irrigation District**, including the following:

a. The plat shall include the following irrigation easements consistent with KID requirements:

1. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage or access easements of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."

b. In addition, pursuant to RCW 58.17.310 (1), KID would like to inform the County of the following information regarding the proposed preliminary plat upon the structural integrity, including lateral support, of KID's facilities, other risk exposures, and the safety of the public and irrigation district, and related conditions of approval that KID deems to be necessary as a result:

- Conditions Related to Design, Grading and Construction:
 1. Pursuant to RCW 58.17.310 (1), the KID would like to inform Benton County that failure to mitigate the introduction of excessive water into the soils above the canal may result in a canal embankment breach or failure. Should an embankment breach occur near this development, there is

potential for public safety to be at risk. The USBR holds title to the Main Canal Division III Canal below the proposed subdivision and any slope stability issues could potentially result in a canal embankment breach and subsequent loss of life and property

2. There exists KID/United States Bureau of Reclamation (USBR) Right-of-Way
 - a. (ROW) along the northern property line. The Applicant must show this ROW on the preliminary plat. A copy of the ROW maps are available upon request. The proximity of the proposed residential development to the KID ROW increases the risk of harm to KID facilities and exposes residents to risk of injury. In order to mitigate these risks, the KID requires the following:
 - b. No permanent structures within the USBR ROW.
 - c. A note on the face of the plat that states: "No grading may be performed or any permanent structure built within KID right of way without an approved permit from the Kennewick Irrigation District and/or the United States Bureau of Reclamation, when applicable."
 - d. For each phase of the project, include a note on the face of the Final Plat stating as follows: "This property is located within the boundaries of the Kennewick Irrigation District and in the immediate vicinity of irrigation infrastructure. Please refer to www.kid.org for further information."
 - e. USBR Right-of-Way signage to be installed by the Applicant along the ROW that have been approved by the KID prior to final plat approval of each phase abutting the ROW.
3. The Project must include the following design feature:
 - a. Stormwater systems for the Project shall be designed to retain, at minimum, a 100-year storm event above the Main Canal Division III Canal and to minimize the introduction of water into the soils up-gradient of the canal.
 - b. KID review and approval of all stormwater plans are required prior to pre-plat approval.
4. Applicant must submit, for engineering review and approval by KID/USBR, engineering plans detailing construction/grading for each phase of the Project above to KID easements and ROWs.
 - For each phase of the Project, KID/USBR review and approval of grading and construction plans is required to allow KID to assure all reasonable measures to protect any easements and ROWs. Such review and approval will be coordinated as part of the County's review and Preliminary Plat approval process.

- The Applicant shall include the potential failure of KID system components in its public offering statement for the plat pursuant to RCW 58.19.055(1)(r), which requires a public offering statement to include “[a] list of any physical hazards known to the developer which particularly affect the development or the immediate vicinity in which the developer is located and which are not readily ascertainable by the purchaser”
- The Applicant shall post signs in appropriate areas with KID’s easements and ROW’s identifying KID’s facilities (with locations and design approved by KID).
- The Applicant shall provide fencing for the protection of KID facilities, which shall include but not be limited to adjacent KID/USBR ROW, with fencing locations and design approved by KID.
- Please include the following irrigation title block:

I hereby certify that the property described hereon is located within the boundaries of the Kennewick Irrigation District but that this property is not classified as irrigable land and is not entitled to irrigation water under the existing operating rules and regulations of this district. I further certify that the irrigation easements shown on this binding site plan are adequate to serve all lots shown hereon per the requirements of RCW 58.17.310.

- All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of one week prior to a regularly scheduled Board Meeting in order to be considered at that meeting. This change can potentially extend the approval process by a minimum of one week.

c. For more information please contact Blaine Broberg at 509-586-6012.

9. Applicant shall meet and comply with the requirements of the **Benton County Planning Department**, including the following:

- a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Department on September 16, 2020 (PCM 1.12).
 - Including but not limited to the following recommendations as outlined in the Geotechnical Engineering Report prepared by Shannon & Wilson, Inc. (PCM 1.7 and PCH 1.2):
 1. Any potential buyer within the development be made aware of the potential for slope instability to exist and typical factors which increase the risk of slope instability.

2. Stormwater discharge, including building downspouts, should be directed away from the steeper areas.
 3. The note from the Addendum to the Geotechnical Engineering Report (PCH 1.2) shall be placed on the face of the plat.
- Including but not limited to the following recommendations as outlined in the Critical Areas Habitat Review prepared by Theresa Dusek Consulting (PCM 1.8):
 1. Steep slopes should be avoided with development.
 2. The intact shrub-steppe habitat should not be impacted.
 3. An onsite habitat corridor that connects contiguous offsite native shrub-steppe and grassland habitats to the northwest and south-southwest with should be defined.
 - Including but not limited to the following recommendations as outlined in the Washington State Department of Fish and Wildlife comments (PCM 1.18 and 1.26):
 1. WDFW is concerned that Lots 1 and 2, as drawn, impact the Intact Shrub Steppe area identified in the Critical Areas Habitat Review and may need to have the southern boundary redrawn.
 2. WDFW recommends that any future residential development be as near as possible to the proposed Homestead Road and that site preparation only include what is needed for the home footprint.
 3. Due to the limited irrigation water for the area and that the future residential development is in a fire-prone landscape, WDFW recommends that the following elements be included with the site permit so that all residences are familiar with creating a "fire-wise" community:
 - a. Xeriscaping – use native vegetation (grasses and shrubs) for landscaping.
 - i. Seasonal grazing
 1. Spring green-up is best time (April-June)
 2. Reduce vegetation (fuels) as an aid in fire protection
 3. Promote native vegetation (mainly grasses)
 - b. Limited fencing
 - i. Fences accumulate wind driven weeds (tumble weeds) and can become a significant fire hazard
 - ii. Fences for livestock should be the minimum to contain/control animals. Temporary single strand electrical fence that is seasonally installed/removed is preferred.
 - b. The applicant shall meet and comply with the recommendation's included in the August 18, 2020 letter from the Washington State Department of Archeology and Historic Preservation.

- c. Tracts A-C are not allowed on the final plat. The applicant will need to complete a boundary line adjustment with the adjacent landowners prior to the final plat.
- d. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.
- e. The following notes shall be placed on the final plat:
 - "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".
 - "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot."
 - "Per BCC 11.16A.080(6) - Setback Requirements - All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership. Please contact the Benton County Planning Department for further information."
 - "All lots within this development are collectively limited to NO more than 5,000 gallons a day of groundwater withdrawal for domestic use from the individual exempt wells. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined)."
 - "The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer."

- "The Kennewick Irrigation District has asserted the right to recapture artificially stored groundwater within its boundaries and within the shallow unconfined aquifer known as Badger Coulee (Pasco Gravel Units). The lots/wells within this development utilizing the shallow unconfined aquifer known as Badger Coulee (Pasco Gravel Units) for potable water supplies, could be effected should the Kennewick Irrigation District choose to recapture the artificially stored groundwater from said aquifer."
 - "Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined."
 - "A geotechnical risk assessment report is required prior to any grading or the issuance of a building permit within this development."
 - "Geologically Hazardous Areas are located within this development and there is potential for slope instability to exist and typical factors such as excess water and soil disturbance can increase the risk of slope instability."
 - "Irrigation practices should be limited to nonexistent in this development."
 - "Stormwater discharge, including building downspouts, should be directed away from the steeper areas within this development."
10. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
 11. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
 12. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Department, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.
 13. Final Plat applications shall be submitted to the Planning Department. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
 14. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
 15. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
 16. Address numbers shall be coordinated with the Planning Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.

The Audio Recording of the Planning Commission meeting for October 13, 2020 can be found on the County Website, on the Planning Commission agenda page for October 13, 2020. <http://tinyurl.com/PCAgendaPg>

Comments on Preliminary Plat of Country Acres (SUB 2020-007/EA 2020- 023)

Patrick Paulson and Laurie Ness. October 13, 2020.

We agree with the staff's suggested conditions for approval but are concerned the recommendations are not specific enough to enforce before the final plat is approved. The conditions suggested below define actions to be taken before final plat approval in order to meet conditions already recommended by staff.

1. Additional Conditions of Approval (CA)

1.1 Recommended CA regarding habitat corridor

Plat is modified to include an onsite habitat corridor that connects contiguous offsite native shrub-steppe and grassland habitats to the northwest and south- southwest. This corridor can be implemented through permanent easements or deed restrictions on affected lots.

This condition enforces CA 9.a, second bullet, item 3: "An onsite habitat corridor that connects contiguous offsite native shrub-steppe and grassland habitats to the northwest and south- southwest with should be defined."

1.2 Recommended CA regarding Lots 1 and 2

Redraw southern boundaries of Lots 1 and 2 to eliminate impact to Intact Shrub Steppe area identified in the Critical Areas Habitat Review.

This condition enforces CA 9.a, third bullet, item 1: "WDFW is concerned that Lots 1 and 2, as drawn, impact the Intact Shrub Steppe area identified in the Critical Areas Habitat Review and may need to have the southern boundary redrawn."

1.3 Additional notes to place on Final Plat

1.3.1 Recommended Final Plat note regarding Dwelling Unit Locations

“Dwelling units shall be constructed as closely as possible, given required setbacks, to Homestead Road.”

Enforces CA 9.a, third bullet, item 2: “WDFW recommends that any future residential development be as near as possible to the proposed Homestead Road ...”

1.3.2 Recommended Final Plan note regarding development footprint

“During construction on each property, the site preparation shall disturb only what is required for home footprint.”

Enforces CA 9.a, third bullet, item 2: “...and that site preparation only include what is needed for the home footprint.”

1.3.3 Recommended Final Plat Note regarding native vegetation and Fencing

“All properties shall have deed restrictions requiring that only native vegetation will be used for non-agricultural landscaping and that fencing will be limited to the minimum amount of temporary single strand electrical fence needed to contain or control animals.”

Enforces CA 9.a, third bullet, item 3:

Due to the limited irrigation water for the area and that the future residential development is in a fire-prone landscape, WDFW recommends that the following elements be included with the site permit so that all residences are familiar with creating a “fire-wise” community:

- a. Xeriscaping – use native vegetation (grasses and shrubs) for landscaping.
 - i. Seasonal grazing
 1. Spring green-up is best time (April-June)
 2. Reduce vegetation (fuels) as an aid in fire protection
 3. Promote native vegetation (mainly grasses)
 - b. Limited fencing
 - i. Fences accumulate wind driven weeds (tumble weeds) and can become a significant fire hazard
 - ii. Fences for livestock should be the minimum to contain/control animals. Temporary single strand electrical fence that is seasonally installed/removed is preferred.

Thank you for the opportunity to participate in our county government’s decision making process.



October 6, 2020



Mr. Tyler Tapani
TTAP Construction Services, LLC
1313 Young Street
Kennewick, WA 99336

RE: GEOTECHNICAL REPORT ADDENDUM NO. 1; COUNTRY ACRES RESIDENTIAL DEVELOPMENT, BENTON COUNTY, WASHINGTON

Dear Mr. Tapani:

Shannon & Wilson presents this geotechnical report addendum (No. 1) to provide input for a geologic hazards note to be included in the plat for the Country Acres Residential Development by TTAP Construction Services, LLC (TTAP) in the Badger Canyon area of Benton County, Washington.

Shannon & Wilson completed a Geotechnical Engineering Report (Rev. 0) dated August 13, 2020 (Shannon & Wilson, 2020)¹, which provides a description of the site, proposed development, geologic/geotechnical conditions, and geotechnical design and construction recommendations for the development.

GEOLOGIC HAZARDS NOTE

Based on the ancient (or pre-historic) landslide geology described in our geotechnical report, Shannon & Wilson provides the following statement to be included on the plat documents. The geotechnical design and construction recommendations in our geotechnical report (Shannon & Wilson, August 2020) are applicable.

"The plat is located on ground identified by the state as ancient (or pre-historic) landslide. While the slopes appear to be stable at present, there is some risk of slope instability on any slope that owners must be willing to accept. In addition to natural factors (e.g., heavy precipitation/snowfalls, steep topography, seismic shaking, and soil and groundwater conditions), other risks include soil saturation by water leaks, pipe breaks, excessive irrigation, improper or inappropriately redirected drainage, lack of drainage maintenance;

¹ Shannon & Wilson, 2020, Geotechnical Engineering Report (Rev. 0) for Country Acres Residential Development, August.

and oversteepening slopes (by filling at the top and/or excavation at or near the toes).
Property development should consider impacts to stability of the site.”

The above statement meets the intentions of the recommendations provided in our geotechnical report. Please refer to that report for our geotechnical recommendations and the limitations of the geotechnical report and this addendum.

CLOSING

We appreciate the opportunity to work with TTAP on this project. Please contact me at (509) 543-2866 if you have comments or questions regarding this letter report, or if we can be of further service to you.

Sincerely,

SHANNON & WILSON



Clinton A. Wilson, P.E.
Associate

CAW:WJP/caw

October 3, 2020

To: Benton County Planning Commission in care of the Planning Department

From: Robert Gilbert

Subject: Notice of Public Hearing SUB 2020-007/EA 2020-023 – The Preliminary Plat of Country Acres

Comments were provided by e-mail to Greg Wendt, Planning Manager, Planning Department by e-mail on August 29, 2020. I have not received response to these comments and questions. Response to these comments/questions is requested. I look forward to response to these comments either before or at the public hearing as appropriate. The prior e-mail and supporting information is attached for convenience.

Thank you for the opportunity to comment and ask questions.



Robert Gilbert

75311 Country Heights Dr.

Kennewick WA 99338

509-619-2458



Attachment: Comments and Questions provided on August 29, 2020

From: Robert Gilbert
Sent: Saturday, August 29, 2020 12:30 PM
To: greg.wendt@co.benton.wa.us
Subject: Comments on Country Acres Notice of Application

Greg,

Attached you will find comments provided on the Country Acres Notice of Application. Please let me know if there are questions.

Thanks

Rob Gilbert
509 619-2458

Sent from [Mail](#) for Windows 10

August 29, 20~~19~~20

To: Benton County Planning Department

From: Robert Gilbert

Subject: Comments on Agency File Number: A 2020-023/SUB 2020-007 (Country Acres)

Comments were solicited in the Notice of Application within 14 days from date of publication to the Benton County Planning Department. Date of publication of Notice of Application: August 19, 2020.

1. What is the end state and intended use for Tracts A, B, and C?
2. Type of road construction was not specified. Recommend asphalt consistent with adjacent developments. This facilitates a higher standard development and improves dust control.
3. A drainage easement was shown in the plat for Country Meadow Heights that originates through proposed Country Acres lots 3 and 4. It entered the lot of Robert and Joyce Gilbert and then traveled through the lot of Stephen and Lorena Hiller (See Attachment 1). What is the status and treatment of this drainage path?
4. Given limited water supplies in the area, how will dust control be managed during road, utility and home construction? Soils in the area are very mobile once disturbed.

Thank you for the opportunity to comment and ask questions.


Robert Gilbert

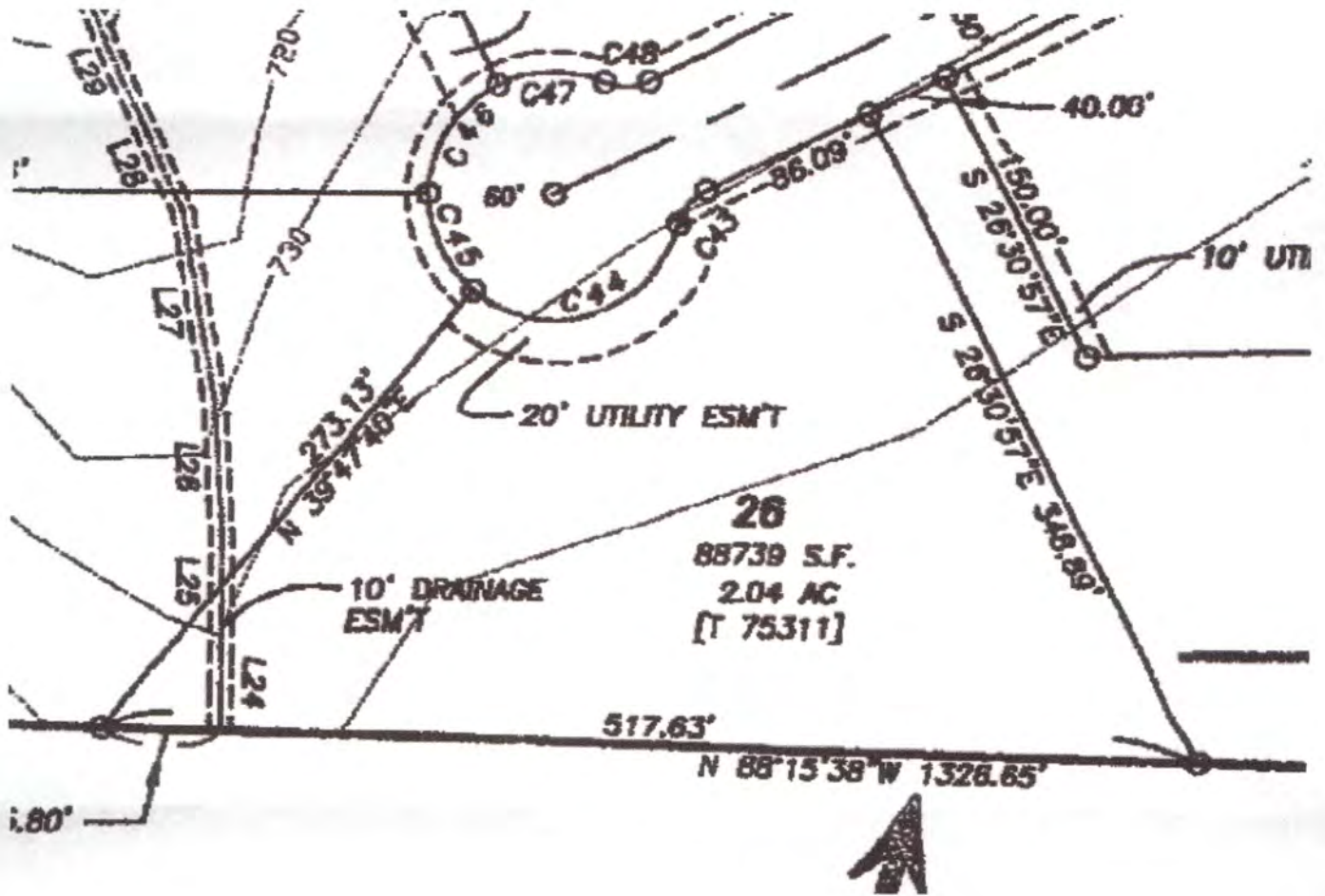
75311 Country Heights Dr.

Kennewick WA 99338

509-619-2458

Attachment: Part of County Meadow Heights Plat

ATTACHMENT





PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO: SUB 2020-007
Preliminary Plat of Country Acres

MEMO DATE: October 1, 2020

HEARING DATE: October 13, 2020

APPLICANT: TTAP Construction, LLC (Tyler Tapani)
1313 N Young St, Ste C
Kennewick, WA 99336

OWNER: Johanna K Colby Limited Partnership
24407 SE 192ND ST
Maple Valley, WA 98038

LOCATION: The site is located south of the KID canal, at the intersection of Country Heights Drive and Homestead Road, to be accessed at the end of Homestead Road in Section 20, Township 8 North, Range 28 East, W.M. Parcel 120882000004000.

PROPERTY SIZE: Approximately 160.25 acres

AREA TO BE USED: Approximately 156.13 acres

LAND USE: Residential

COMP. PLAN: Rural Remote

ZONING: Rural Lands Five Acre District

SUGGESTED STAFF RECOMMENDATION: Positive recommendation subject to eight (8) findings of fact and nineteen (19) conditions of approval.

APPLICATION DESCRIPTION

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 160.25 acres into 14 residential lots. The preliminary plat is known as Country Acres. The land is zoned Rural Lands Five Acre District.

The average lot size in the development is approximately 11.17 acres and the lots are proposed to be served by a new public road and individual wells and septic systems.

The property is located south the KID canal and west of the intersection of Country Heights Drive and Homestead Road in unincorporated Kennewick, WA on parcel 120882000004000.

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on August 19, 2020 (PCM 1.11).
2. Planning Staff mailed out review packets to technical agencies on August 13, 2020.
3. A Notice of Public Hearing was published in the Prosser Record Bulletin on September 30, 2020. (PCM 1.3)
4. Property owners within 300 feet were mailed notice on August 12, 2020.
5. A SEPA Determination of Mitigated Non-Significance (MDNS) (PCM 1.12) was issued on September 16, 2020.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.
2. SEPA: BCC, Title 6, Chapter 6.35 Environmental Policy.
3. Subdivision Code: BCC, Title 9, Subdivision Regulations.
4. Zoning Code: BCC, Title 11, Zoning Regulations.
5. Critical Area Ord.: BCC, Title 15, Critical Areas- BCC 15.02 - 15.14.
6. RCW 58.17: Plats and Subdivisions.
7. Planning Commission/Open Record Hearing:

Pursuant to BCC 9.05.070, an open record hearing on the proposed subdivision shall be held before the Planning Commission. The Planning Commission shall consider all relevant information, including but not limited to:

- a. The staff report by the Planning Department;
- b. Any written comments or concerns expressed by other reviewing agencies;
- c. Oral and written testimony from persons present at the hearing; and

If the Planning Commission finds that additional information is needed, the Planning Commission may continue the hearing for up to thirty-five (35) days or such longer period as agreed to by the applicant and direct that the additional information be gathered.

AGENCY COMMENTS

1. Benton County Planning Department: See the suggested findings of fact and conditions of approval for the Planning Department's comments and requirements.

2. Benton County Public Works Department: See comments dated August 21, 2020 (PCM 1.16).
3. Benton Franklin Health District: See comments dated August 4, 2020 (PCM 1.13).
4. Benton PUD: See comments dated August 13, 2020 (PCM 1.14).
5. Benton County Fire Marshal: See comments dated August 24, 2020 (PCM 1.17).
6. Kennewick Irrigation District: See comments dated September 16, 2020 (PCM 1.24).
7. Washington State Department of Archeology & Historic Preservation: See comments dated August 18, 2020 (PCM 1.15).
8. Washington State Department of Fish & Wildlife: See comments dated August 24, 2020 and September 11, 2020 (PCM 1.18 and 1.26).
9. Washington State Department of Ecology: See comments dated August 28, 2020 (PCM 1.21).
10. Washington State Department of Transportation: See comments dated August 27, 2020 (PCM 1.20).

CRITERIA FOR FINDINGS OF FACT

1. Pursuant to BCC 9.05.080, Consideration of Preliminary Subdivision, the Benton County Planning Commission, after conducting an open record hearing and considering all information presented, shall forward a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation, the Planning Commission shall make the following written findings:
 - a. That the proposed subdivision conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
 - b. That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
 - c. That the proposed subdivision meets the requirements of BCC 9.05;
 - d. That the public interest will be served by the proposed division and dedication;
 - e. That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

- f. That the Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and
 - g. If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.
2. RCW 58.17.110 (1)(2)(3)(4). Approval or disapproval of subdivision - factors to be considered- conditions of approval, including, (4) If water supply is to be provided by a groundwater withdrawal exempt from permitting under RCW 90.44.050, the applicant's compliance with RCW 90.44.050 and with applicable rules adopted pursuant to chapters 90.22 and 90.54 RCW is sufficient in determining appropriate provisions for water supply for a subdivision, dedication, or short subdivision under this chapter.

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings and conditions for the preliminary plat of Country Acres - File Number SUB 2020-007.

The Benton County Planning Department recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners for application SUB 2020-007, with the following suggested findings of fact, conditions of approval, and motion.

SUGGESTED FINDINGS OF FACT:

1. The proposed subdivision (PCM 1.4, application and PCM 1.5, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
 - a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
 - i. The 160.25 - acre site is bordered on the north and west by lands zoned RL-5; and on the south and east by lands zoned GMA AG.
 - ii. The Benton County Comprehensive Plan designates this area as Rural Remote;
 - iii. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a

limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1Du/5acres.

- iv. The site is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;
 - v. The smallest lot size is 5.14 acres and the average lot size for this plat is 11.17 acres;
 - vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
 - vii. The creation of 14 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
- b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:
- i. The property is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.
- c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;
- i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat;
 - ii. An open record hearing for the preliminary plat was held on October 13, 2020. During the hearing, the Planning Commission considered all relevant information including oral and written comments/testimony; and
 - iii. At the conclusion of the open record hearing, the Planning Commission rendered a recommendation to the Board of County Commissioners.
- d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.
- i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, the following critical areas have been identified on this property:
 - 1. Geologically Hazardous Areas (steep slopes of 15% or greater and historic landslide areas) which have been addressed in the Geotechnical Engineering Report prepared by Shannon & Wilson, Inc. (PCM 1.7); and
 - 2. Fish and Wildlife Conservation Areas (Priority Habitat and Species as identified by the Washington State Department of Fish and Wildlife)

- a. Appropriate provisions have been made for the public health and safety based on the following facts:
 - i. The applicant has proposed that the preliminary plat be served by single family wells for potable domestic water services;
 - ii. The Benton Franklin Health District has reviewed the preliminary plat and has no objections provided water and sanitary services are provided to the development and compliance with Health Departments standards is obtained by each lot; and
 - iii. Fire hydrants are not required to be installed as a public water supply is not available at the site. West Benton Fire District #1 will provide fire protection.
- b. Appropriate provisions have been made for open spaces based on the following facts:
 - i. The proposed subdivision does not contain land to be designated for open space.
- c. Appropriate provisions have been made for drainage ways based on the following facts:
 - i. Knutzen Engineering prepared a preliminary stormwater drainage report for the applicants of Country Acres dated August 4, 2020 (PCM 1.6). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development;
 - ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25).
- d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:
 - i. The public interest will be served by the proposed division and dedication as the Benton County Road Department standards are to be complied with including the construction and dedication of new public roads; and
 - ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.16).
- e. Appropriate provisions have been made for transit stops based on the following facts:
 - i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.
- f. Adequate provisions have been made for potable water supplies based on the following facts:

- i. The project is located in the Lower Yakima Watershed, WRIA 37;
 - ii. Per the Groundwater Permit Exemption (RCW 90.44.050), water for domestic uses does not require a state water right. Landowners are eligible to drill an individual well on each lot to provide domestic water.
 - iii. The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer. The Kennewick Irrigation District, in its letter dated September 16, 2020 (**PCM 1.24**) **has called into question the applicant's** ability to withdraw potable water from the shallow unconfined aquifer known as Badger Coulee (Pasco Gravel units). KID has asserted the right to recapture artificially stored groundwater within its boundaries.
 - iv. The development consists of 14 single family lots and the development is collectively limited to a maximum of 5,000 gallons per day withdrawal. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). Based upon an average household use of approximately 350 gallons per day, this development will be less than 5,000 gallons per day.
 - v. **An offsite irrigation source is not proposed for the development's** lots.
 - vi. The Benton Franklin Health District has reviewed the proposal and find that it generally meets their requirements provided all conditions of approval as listed in the letter dated August 4, 2020 (**PCM 1.13**) are satisfied.
- g. Adequate provisions have been made for sanitary waste based on the following facts:
- i. All lots in the development are proposed to be served by individual septic systems.

- h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:
 - i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.
 - i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:
 - i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses.
- 6. The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;
 - a. Reference the BFHD comments as it relates to this preliminary plat (**PCM 1.13**).
- 7. The proposed subdivision is not located within an irrigation district; and
- 8. RCW 58.17.110 (1)(2)(3)(4). Approval or disapproval of subdivision - factors to be considered- conditions of approval, including, (4) If water supply is to be provided by a groundwater withdrawal exempt from permitting under RCW 90.44.050, the applicant's compliance with RCW 90.44.050 and with applicable rules adopted pursuant to chapters 90.22 and 90.54 RCW is sufficient in determining appropriate provisions for water supply for a subdivision, dedication, or short subdivision under this chapter.
 - a. The proposed plat is consistent with RCW 58.17.110 (1)(2)(3)(4). The plat is to be provided potable water from individual groundwater wells.
 - b. The development is collectively limited to a maximum withdrawal of 5,000 gallons per day for domestic use from all individual exempt wells within the development for the life of the development. Based upon an average household use of approximately 350 gallons per day according to the Washington State Department of Health, **this development's use will be less** than 5,000 gallons per day. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). However, more restrictive water withdrawal limits may be imposed, above and beyond the 5,000 gallon a day limitation and the ½ acre of non-commercial lawn or **garden, as part of the County's Rural Water Supply Program**.

SUGGESTED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the Benton County Road Department, including the following:
 - a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington;
 - b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer;
 - c. All roads within this plat shall have a paved width of 24 feet with a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed;
 - d. The pavement return radius at all intersections shall be a minimum of 35 feet;
 - e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County;
 - f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency;
 - g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans;
 - h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement;
 - i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All

monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington; and

- j. Please add the following notes to the face of the final plat:
 - Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
 - Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.
 - No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.
 - Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.
 - k. For more information please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.
2. Applicant shall meet and comply with the requirements of the Benton Franklin Health District. BFHD provided the following comments:
- a. Each lot must be configured to allow a 100-foot radius water supply protection zone to fit within the lot lines or a 100-foot protection zone must be established around each proposed well site;
 - b. All lots shall have a minimum of 1 acre in size and contain a minimum of 20,000 square feet of usable land area;
 - c. All wells, irrigation lines, canals, and surface waters within 150 feet of the plat are shown on the plat map;
 - d. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department;
 - e. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot;
 - f. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available;
 - g. The following statement is placed on the plat:

- "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."
 - h. All areas with slope greater than 20% must be noted on the plat as well as these areas not being suitable for on onsite sewage disposal system.
 - i. Contact BFHD for more information." Please contact Rebecca Warrington at (509) 460-4335 for more information.
3. Applicant shall meet and comply with the requirements of the Benton PUD, including the following:
- a. Please show a utility easement in the following locations:
 - The east 10 feet of Lots: 12 and 13; and
 - The north 10 feet of Lots: 12 and 9.
 - b. Please contact Shanna Everson with Benton PUD at (509) 585-5367 for more information.
4. Applicant shall meet and comply with the requirements of the Benton County Fire Marshal including the following:
- a. If any individual driveway is 200 feet or more in length, an approved turn around for Emergency Services vehicles is required at the end of the driveway.
 - b. If any individual driveway is 300 feet or more in length, a 10' x 30' pullout is required every 300'.
 - c. The subdivision shall comply with BBC 3.18.045 Minimum Road Requirements and 3.05.046 Special Fire Protection.
 - d. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.
5. Applicant shall meet and comply with the requirements of the Department of Archeology and Historic Preservation, including the following:
- a. DAHP recommends a professional archaeological survey of the project area be conducted prior to ground disturbing activities.
 - b. For more information please contact Sydney Hanson, Transportation Archaeologist at (360) 586-3082 or Sydney.Hanson@dahp.wa.gov.
6. Applicant shall meet and comply with the requirements of the Department of Ecology, including the following:

- a. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, industrial purposes, stock watering or for the irrigation of up to one-half acre of lawn and garden per project are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.
 - b. For more information please contact Christopher Kossik at 509-454-7872 or email at christopher.kossik@ecy.wa.gov.
7. Applicant shall meet and comply with the requirements of the Department of Fish and Wildlife, including the following:
- a. The proposed preliminary plat is within the much larger Badger Canyon corridor / connected landscape and its importance for shrub steppe and dependent wildlife is not unique to the WDFW Priority Habitat and Species (PHS) database. This area has also been identified in other multi-stakeholder and state-wide analyses. Both the Washington Connected Landscapes Project: Analysis of the Columbia Plateau Ecoregion (2012) and The Arid Lands Initiative – Shared Priorities for Conservation at a Landscape Scale (2012) highlight the importance of this and similar corridors / connected landscapes in the Columbia Basin and state-wide. These habitats are important in maintaining the ecological integrity and viability of native habitats and species statewide.
 - b. While this SEPA is only for a preliminary plat, we recommend that as an initial aid in habitat conservation strategies that encompass the entire 155-acre site, that the project review the **Management recommendations for Washington's** priority habitats: managing shrub-steppe in developing landscapes (WDFW 2011), and Site-specific management: how to avoid and minimize impacts of development to shrub-steppe (WDFW 2011). These documents provide useful information and solutions, such as clustering development into least sensitive areas and various incentives, to maintain the ecological integrity and connectivity of shrub-steppe habitat.
 - c. We agree with the recommendations on page 9 of the Critical Areas Habitat Review, but are concerned that lots 1 and 2, as drawn, impact the Intact Shrub Steppe area identified in the Critical Areas Habitat Review and may need to have the southern boundary redrawn. Additionally, we recommend that any future residential development be as near as possible to the proposed Homestead Road and that site preparation only include what is needed for the home footprint. Since the area will be irrigation water limited and that the future residential development is in a fire-prone landscape, we recommend that the following elements be included with the site permit so that all residences are familiar with creating a **"fire-wise" community**.

- Xeriscaping – use native vegetation (grasses and shrubs) for landscaping.
 - Seasonal grazing
 1. Spring green-up is best time (April-June)
 2. Reduce vegetation (fuels) as an aid in fire protection
 3. Promote native vegetation (mainly grasses)
 - Limited fencing
 1. Fences accumulate wind driven weeds (tumble weeds) and can become a significant fire hazard
 2. Fences for livestock should be the minimum to contain/control animals. Temporary single strand electrical fence that is seasonally installed/removed is preferred.
- d. For more information please contact Mike Ritter with any questions at Michael.ritter@dfw.wa.gov or at 509-543-3319.
8. Applicant shall meet and comply with the requirements of the Kennewick Irrigation District, including the following:
- a. The plat shall include the following irrigation easements consistent with KID requirements:
 1. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage or access easements of each lot. An irrigation easement may be included **within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."**
 - b. In addition, pursuant to RCW 58.17.310 (1), KID would like to inform the County of the following information regarding the proposed preliminary plat upon the **structural integrity, including lateral support, of KID's facilities, other risk exposures, and the safety of the public and irrigation district, and related conditions of approval that KID deems to be necessary as a result:**
 - Conditions Related to Design, Grading and Construction:
 1. Pursuant to RCW 58.17.310 (1), the KID would like to inform Benton County that failure to mitigate the introduction of excessive water into the soils above the canal may result in a canal embankment breach or failure. Should an embankment breach occur near this development, there is potential for public safety to be at risk. The USBR holds title to the Main Canal Division III Canal below the proposed subdivision and any slope stability issues could potentially result in a canal embankment breach and subsequent loss of life and property

2. There exists KID/United States Bureau of Reclamation (USBR) Right-of-Way
 - a. (ROW) along the northern property line. The Applicant must show this ROW on the preliminary plat. A copy of the ROW maps are available upon request. The proximity of the proposed residential development to the KID ROW increases the risk of harm to KID facilities and exposes residents to risk of injury. In order to mitigate these risks, the KID requires the following:
 - b. No permanent structures within the USBR ROW.
 - c. **A note on the face of the plat that states: "No grading may be performed or any permanent structure built within KID right of way without an approved permit from the Kennewick Irrigation District and/or the United States Bureau of Reclamation, when applicable."**
 - d. For each phase of the project, include a note on the face of the **Final Plat stating as follows: "This property is located within the boundaries of the Kennewick Irrigation District and in the immediate vicinity of irrigation infrastructure. Please refer to www.kid.org for further information."**
 - e. USBR Right-of-Way signage to be installed by the Applicant along the ROW that have been approved by the KID prior to final plat approval of each phase abutting the ROW.
3. The Project must include the following design feature:
 - a. Stormwater systems for the Project shall be designed to retain, at minimum, a 100-year storm event above the Main Canal Division III Canal and to minimize the introduction of water into the soils up-gradient of the canal.
 - b. KID review and approval of all stormwater plans are required prior to pre-plat approval.
4. Applicant must submit, for engineering review and approval by KID/USBR, engineering plans detailing construction/grading for each phase of the Project above to KID easements and ROWs.
 - For each phase of the Project, KID/USBR review and approval of grading and construction plans is required to allow KID to assure all reasonable measures to protect any easements and ROWs. Such review and approval will be coordinated as part of the County's review and Preliminary Plat approval process.
 - The Applicant shall include the potential failure of KID system components in its public offering statement for the plat pursuant to RCW 58.19.055(1)(r), which requires a public

offering statement to include “[a] list of any physical hazards known to the developer which particularly affect the development or the immediate vicinity in which the developer is located and which are not readily ascertainable by the purchaser”

- **The Applicant shall post signs in appropriate areas with KID’s easements and ROW’s identifying KID’s facilities (with locations and design approved by KID).**
- The Applicant shall provide fencing for the protection of KID facilities, which shall include but not be limited to adjacent KID/USBR ROW, with fencing locations and design approved by KID.
- Please include the following irrigation title block:

I hereby certify that the property described hereon is located within the boundaries of the Kennewick Irrigation District but that this property is not classified as irrigable land and is not entitled to irrigation water under the existing operating rules and regulations of this district. I further certify that the irrigation easements shown on this binding site plan are adequate to serve all lots shown hereon per the requirements of RCW 58.17.310.
- All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of one week prior to a regularly scheduled Board Meeting in order to be considered at that meeting. This change can potentially extend the approval process by a minimum of one week.

c. For more information please contact Blaine Broberg at 509-586-6012.

9. Applicant shall meet and comply with the requirements of the Benton County Planning Department, including the following:

a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Department on September 16, 2020 (PCM 1.12).

- Including but not limited to the following recommendations as outlined in the Geotechnical Engineering Report prepared by Shannon & Wilson, Inc. (PCM 1.7):

1. Any potential buyer within the development be made aware of the potential for slope instability to exist and typical factors which increase the risk of slope instability.
 2. Irrigation practices should be limited to nonexistent in the development.
 3. Stormwater discharge, including building downspouts, should be directed away from the steeper areas.
- Including but not limited to the following recommendations as outlined in the Critical Areas Habitat Review prepared by Theresa Dusek Consulting (PCM 1.8):
 1. Steep slopes should be avoided with development.
 2. The intact shrub-steppe habitat should not be impacted.
 3. An onsite habitat corridor that connects contiguous offsite native shrub-steppe and grassland habitats to the northwest and south-southwest with should be defined.
 - Including but not limited to the following recommendations as outlined in the Washington State Department of Fish and Wildlife comments (PCM 1.18 and 1.26):
 1. WDFW is concerned that Lots 1 and 2, as drawn, impact the Intact Shrub Steppe area identified in the Critical Areas Habitat Review and may need to have the southern boundary redrawn.
 2. WDFW recommends that any future residential development be as near as possible to the proposed Homestead Road and that site preparation only include what is needed for the home footprint.
 3. Due to the limited irrigation water for the area and that the future residential development is in a fire-prone landscape, WDFW recommends that the following elements be included with the site **permit so that all residences are familiar with creating a “fire-wise”** community:
 - a. Xeriscaping – use native vegetation (grasses and shrubs) for landscaping.
 - i. Seasonal grazing
 1. Spring green-up is best time (April-June)
 2. Reduce vegetation (fuels) as an aid in fire protection
 3. Promote native vegetation (mainly grasses)
 - b. Limited fencing
 - i. Fences accumulate wind driven weeds (tumble weeds) and can become a significant fire hazard

- ii. Fences for livestock should be the minimum to contain/control animals. Temporary single strand electrical fence that is seasonally installed/removed is preferred.
- b. **The applicant shall meet and comply with the recommendation's included in the August 18, 2020 letter from the Washington State Department of Archeology and Historic Preservation.**
- c. Tracts A-C are not allowed on the final plat. The applicant will need to complete a boundary line adjustment with the adjacent landowners prior to the final plat.
- d. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.
- e. The following notes shall be placed on the final plat:
 - **"During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".**
 - **"Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot."**
 - **"Per BCC 11.16A.080(6) - Setback Requirements - All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership. Please contact the Benton County Planning Department for further information."**
 - **"All lots within this development are collectively limited to NO more than 5,000 gallons a day of groundwater withdrawal for domestic use from the individual exempt wells. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if**

irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined).”

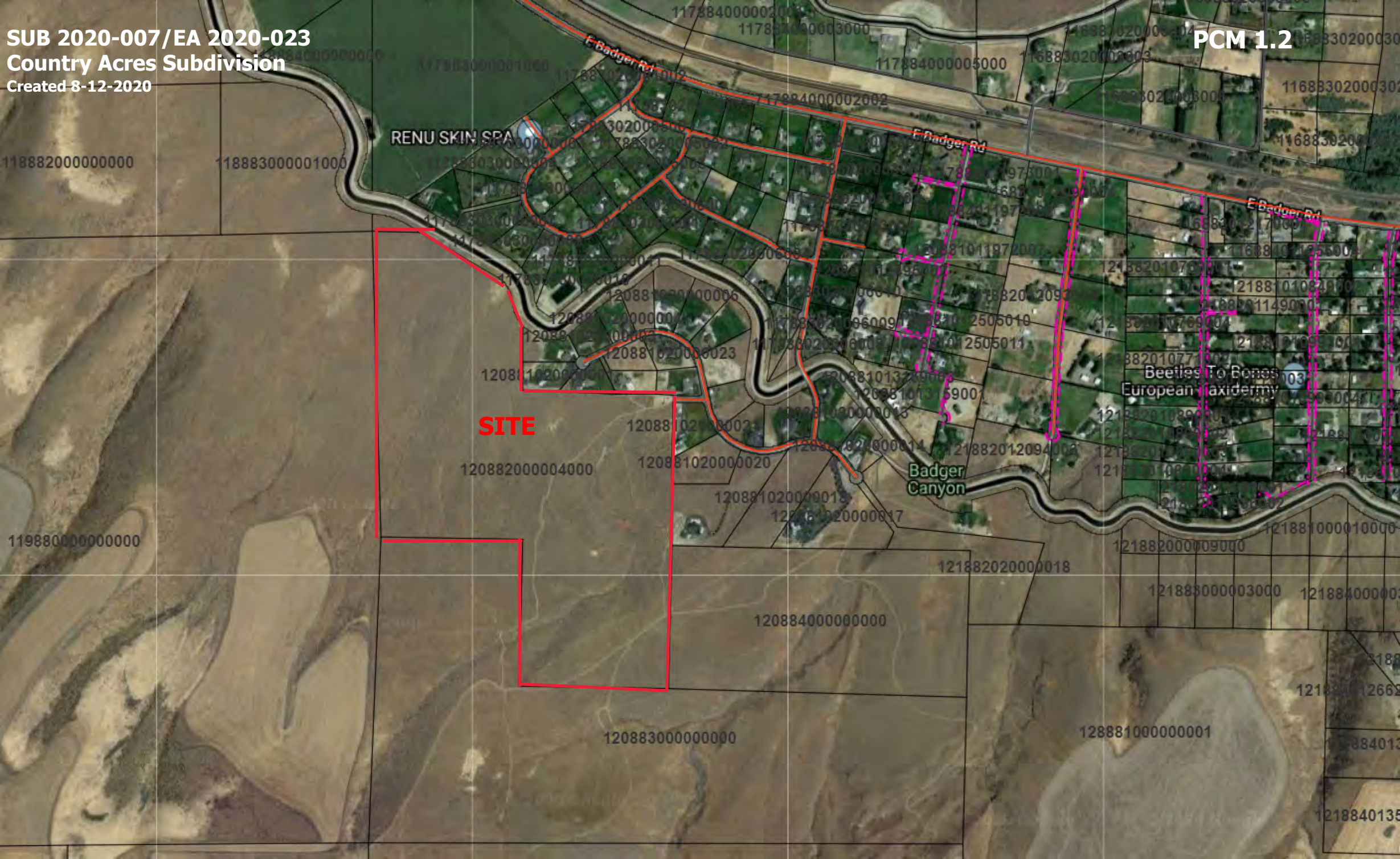
- **“The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer.”**
 - **“The Kennewick Irrigation District has asserted the right to recapture artificially stored groundwater within its boundaries and within the shallow unconfined aquifer known as Badger Coulee (Pasco Gravel Units). The lots/wells within this development utilizing the shallow unconfined aquifer known as Badger Coulee (Pasco Gravel Units) for potable water supplies, could be effected should the Kennewick Irrigation District choose to recapture the artificially stored groundwater from said aquifer.”**
 - “Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.”
 - “A geotechnical risk assessment report is required prior to any grading or the issuance of a building permit within this development.”
 - “Geologically Hazardous Areas are located within this development and there is potential for slope instability to exist and typical factors such as excess water and soil disturbance can increase the risk of slope instability.”
 - “Irrigation practices should be limited to nonexistent in this development.”
 - “Stormwater discharge, including building downspouts, should be directed away from the steeper areas within this development.”
10. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
 11. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
 12. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Department, Benton County Fire Marshal, Benton County

Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

13. Final Plat applications shall be submitted to the Planning Department. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
14. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
15. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
16. Address numbers shall be coordinated with the Planning Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
17. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
18. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in **detail in the developer's covenants that** are recorded and provided to each lot owner, prospective landowner, and the Planning Department at the time of final plat approval and recording.
19. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

SUGGESTED MOTION:

The Planning Commission forwards a recommendation of approval to the Benton County Board of Commissioners for Application SUB 2020-007/EA 2020-023, subject to the eight (8) findings of fact and nineteen (19) conditions of approval as stated in the staff memo (PCM 1.1) dated October 1, 2020, which includes the preliminary plat approval for 14 residential lots and that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the **commission's recommendation** for approval that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.



RENU SKIN SPA

SITE

Badger Canyon

Beetles To Bones
European Taxidermy

11888200000000

118883000001000

117884000002000

117884000003000

117884000005000

116883020000003

116883020000003

116883020000300

116883020000300

120881020000006

120881020000000

120881020000007

120881020000023

120881020000023

120881020000020

120881020000018

120881020000017

121882020000018

120884000000000

120883000000000

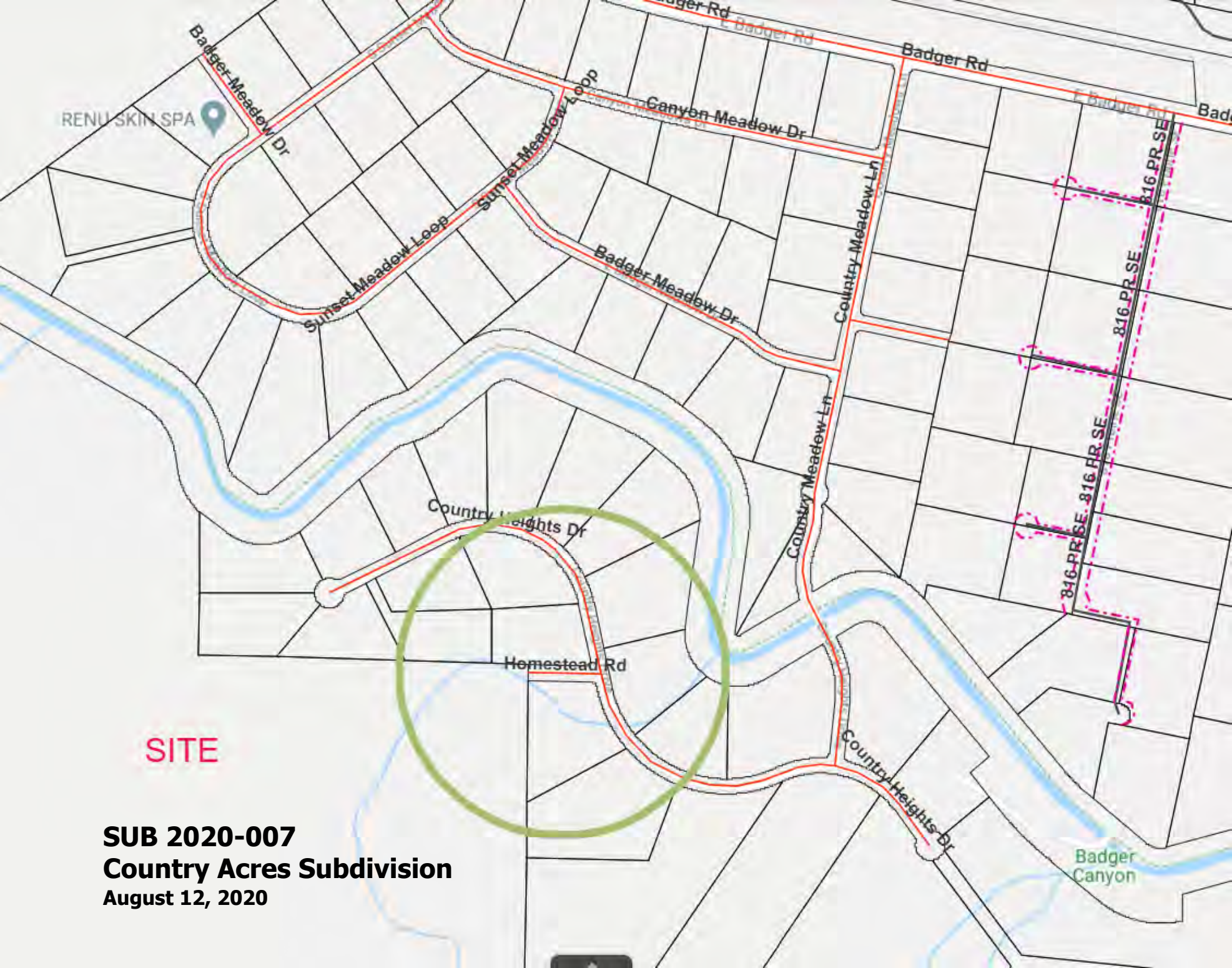
128881000000001

121881000000000

121881000000000

121881000000000

1218840135



RENU SKIN SPA

SITE

SUB 2020-007
Country Acres Subdivision
August 12, 2020

Badger Canyon



PCM 1.3

NOTICE OF OPEN RECORD HEARING

NOTICE IS GIVEN that the following application will be considered by the Benton County Planning Commission at public hearings on Tuesday, October 13, 2020, at 6 p.m.

SUB 2020-007/EA 2020-023 - The preliminary plat of Country Acres, a subdivision of 160.25 acres into fourteen (14) lots, with an average lot size of 11.17 acres and smallest lot size of 5.14 acres. The zoning designation for the property is Rural Lands Five Acre (RL-5) Zone. The site is located south the KID canal, at the intersection of Country Heights Drive and Homestead Road, to be accessed at the end of Homestead Road in Section 20, Township 8 North, Range 28 East, W.M. Parcel 120882000004000. Project Applicant is Tyler Tapani, 1313 N Young Street, Suite C, Kennewick, WA 99336.

NOTICE IS FURTHER GIVEN that said subdivision application has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Mitigated Non-Significance (MDNS) was issued on September 16, 2020 and accordingly an Environmental Impact Statement is not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Department by 5 p.m. on Monday October 12, 2020.

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 Planning Commission 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. Any information submitted to Benton County is subject to the public records disclosure laws for the State of Washington (RCW Chapter 42.56) and all other laws that may require the release of the documents to the public.

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

If you wish to provide comments on the action before the Planning Commission, we ask that you please fill out our online form (found at <https://tinyurl.com/testifyform>) and submit your request to our office. You must submit a request form to participate in the hearing. If you prefer to make the request by phone, please call our office at (509) 786-5612 and we can add you to the list for providing testimony. 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 when not presenting testimony to prevent any unnecessary interruption to the meeting.

If you have questions about submitting comments or attending the virtual hearing, please contact the Planning Department at 509-786-5612.

At this hearing, the Planning Commission may recommend approval, conditional approval, or disapproval of the applications to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application per the phone in instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 21st day of September 2020.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Greg Wendt, Planning Manager
PLANNING DEPARTMENT

PUBLISH ON: September 30, 2020

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. SUB 2020-007
See also EA 2020-023



Subdivision Name: Country Heights Acres

1. Applicant Name: Tyler Tapani, TTAP Construction, LLC
Applicant Address: 1313 N. Young St, Suite C, Kennewick, WA 99336
Telephone number: Home (509) 440-3273 Work

2. If you wish to be contacted via email, please list your email address: tyler@ttapconstruction.com

3. Legal Owners Name: Same as applicant
Legal Owners Address: Same as applicant
Telephone number: Home Work

4. Name and address of land surveyor Rogers Surveying Inc PS, David Baalman
1455 Columbia Park Trail, Richland, WA 99352
Telephone (509) 783-4141

5. Name and address of engineer Knutzen Engineering, Nathan Machiela
5401 Ridgeline Drive, Suite 160, Kennewick, WA 99338
Telephone (509) 222-0959

6. Parcel number and Legal description of property included in the preliminary plat: Parcel #120882000004000
The west half of the northwest quarter and the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter, all in Section 20, Township 8 north, Range 28 east, W.M., Benton County, Washington.

7. **Land Use Information:**
a. Total area involved 160.25 AC c. Smallest lot area 5.14 AC
b. Total number of lots 14 d. Average lot area 11.17 AC

- e. Acreage in parks N/A g. Total acreage of public streets 4.12
- f. Length of public streets 2860 ft
8. Proposed annexation plans N/A
9. Plat will be served by:
Water: Individual Wells City Water _____
Name of City Provider N/A
Private Water System N/A Name & Address of Private System N/A
- Sewer: Septic Tank City Sewer _____ Private System _____
Power: P.U.D. R.E.A. _____
Telephone: Frontier Telephone Sprint Telephone _____
Natural Gas: Yes _____ No Name of Utility _____
Cable T.V. Yes _____ No Name of Utility _____
Irrigation: Yes _____ No Name of Utility _____
Private Irrigation Lines: Yes _____ No
10. School District Kennewick School District
11. Fire District Benton County Fire Protection District 1
12. Any other comments or information that is significant _____

13. Will this plat be finalized in phases? Yes _____ No If so, how many? _____
14. Comprehensive Plan Designation Agriculture - Rangelands
15. Zoning Designation Rural Residential Lands 5 Acre District

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.

FEE: \$1,000.00, plus \$50.00 per lot submitted with the application. Checks are to be **made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.**

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

Zoning _____ Comp Plan Designation _____



Preliminary Stormwater Drainage Report

Country Acres
Benton County, WA
Parcel #120882000004000

Prepared For:
Tyler Tappani
1407 N Young St
Kennewick, WA 99336

Prepared By:
Nathan Machiela, PE
Robert Mcleod
Project No. 20118

Preparation Date:
August 4, 2020

Table of Contents

1.0	PROJECT AND SITE INFORMATION	1
2.0	METHODOLOGY	2
3.0	PRELIMINARY DRAINAGE INVESTIGATION	3

Table of Figures

FIGURE 1. PARCEL IMAGE	1
FIGURE 2. GOOGLE MAPS IMAGE.....	1
FIGURE 3. SUBCATCHMENTS SUMMARY.....	3
FIGURE 4. SUBCATCHMENTS MAP.....	3

Appendices

APPENDIX A- HYDROCAD REPORT
APPENDIX B – NRCS WEB SOIL SURVEY
APPENDIX D – PRE-PLAT MAP
APPENDIX C – PRELIMINARY SURVEY

1.0 PROJECT AND SITE INFORMATION

The Country Acres project site is located south of Country Heights Drive and the Kennewick Main Irrigation Canal in Benton County WA, as shown in Figure 1 below. The 160-acre property is located on parcel 120882000004000. The parcel is zoned RL-5 and is surrounded by similarly zoned properties and GMA AG to the south. Overall, the site slopes downwards to the northeast. The site's vegetation is comprised mostly of Sagebrush shrub-steppe.

The project proposes subdividing the property into 14 single-family residential lots with a minimum lot size of 5 acres and an average lot size of 11.17 Acres. The lots shall be served by private wells and septic systems. Public roads accessing the lots would cover approximately 4.12 acres of the property.



Figure 1. Parcel Image

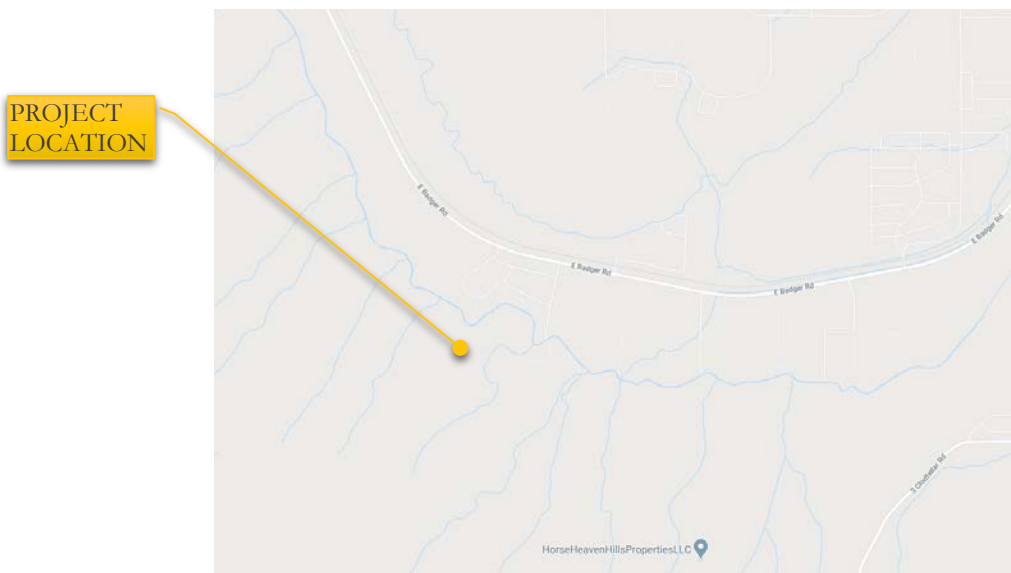


Figure 2. Google Maps Image

The NRCS Web Soil Survey Identifies the Site's soils as Ellisforde Silt Loam(EfB), Kiona Very Stony Silt Loam(KnF), Ritzville Silt Loam(ReB), and Warden Silt Loam(WdD). The survey reports an infiltration rate of 1.28 in/hr for all soil types.

Theresa Dusek Consulting performed a Habitat Assessment of the site on July 20, 2020 and found the soils to be well drained and none were hydric (wetland) soils. They also found a layer of basalt close to the surface in several locations.

2.0 METHODOLOGY

The Preliminary Hydrology Report was developed in accordance with the Stormwater Management Manual for Eastern Washington (SMMEW) and the Benton County Department of Public Works hydrology manual of 1979.

The stormwater modeling was performed using HydroCAD 10.0 and all stormwater calculations were completed utilizing the SCS TR-20 method. The design storm event was the 25-year, Type 1A Design Storm having a 24-hour rainfall total of 1.6 inches per the 25-Year 24-Hour Isopluvials by NOAA Atlas 2 as referenced in the SMMEW.

The design was based on the following assumptions:

1. Sheet flow would occur from any exterior ridge or isolated high point within the watershed and would remain as sheet flow for a maximum of 300-feet. These sheet flow areas were assumed to be passing over range type ground cover.
2. The sheet flow transitions to shallow concentrated flow until the stormwater runoff reached a defined open channel. These shallow concentrated flows were assumed to be passing over short grass pastures.
3. Open channels were assumed to be clean and winding earth channels. Channels were located using Google Earth's visual and elevation features. *See Figure 3 for a summary of the subcatchments and Figure 4 for a map of the subcatchments.*

The subcatchments were defined by using Google Earth to identify the ridgelines and highpoints for each basin. To compare the runoff caused by the existing surfaces versus a completed project, each subcatchment was modeled twice, once in the existing state and once with the proposed impervious surfaces, namely roads, buildings and driveways. 3,000 sf of impervious surface was added per lot as an estimate of roof/driveway square footage for a single residence home. 11 lots were added to subcatchment 1 and 2 were added to subcatchment 2. 87,471 square feet of road was also added to subcatchment 1.

	Flow Type	Time of Concentration (min)	Average Slope (ft/ft)	Flow Length (ft)
Existing 1S	Sheet	9.7	0.33	300
	Shallow Concentrated Flow	5.4	0.33	1,300
	Open Channel	3.3	0.15	3110
Existing 2S	Sheet	10.7	0.26	300
	Shallow Concentrated Flow	6.1	0.26	1,300
	Open Channel	5.9	0.11	4,750

Figure 3. Subcatchments Summary



Figure 4. Subcatchments Map

3.0 PRELIMINARY DRAINAGE INVESTIGATION

The site was examined in respect to the Development Preliminary Drainage System Design Review questions located in the Benton County Department of Public Works hydrology manual of 1979.

Question 1: Are all the natural channels and ponding areas shown?

Response: There are two natural channels and no ponding areas present on-site. Water collects in natural valleys between ridges as it flows down to the north from the Horse Heaven Hills. Both channels fade away upon reaching a flatter area near the base of the Horse Heaven Hills. It is assumed that all naturally occurring stormwater runoff infiltrates into existing soils before or upon reaching the channels' termination.

Question 2: What is the “Natural State” highwater zone in or along the channels and ponding areas for the 100 year return period precipitation runoff using pre-development state runoff coefficients?

Response: Channel 1’s natural state subcatchment area generates approximately 2.02 cfs during a Type 1A 25yr storm event. The storm event produces a runoff depth of approximately 0.18 in. See Appendix A for Hydrocad calculations. All stormwater infiltrates on-site into pervious surfaces. There are no ponding areas on-site.

Channel 2’s natural state subcatchment area generates approximately 1.94 cfs during a Type 1A 25yr storm event. The storm event produces a runoff depth of approximately 0.18 in. See Appendix A for Hydrocad calculations. All stormwater infiltrates on-site into previous surfaces. There are no ponding areas on-site.

Question 3: What is the “Ultimate State” highwater zone in or along the channels and ponding areas for the 100 year return period precipitation runoff using runoff co-efficients representative of the condition when development is 100% complete.

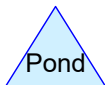
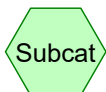
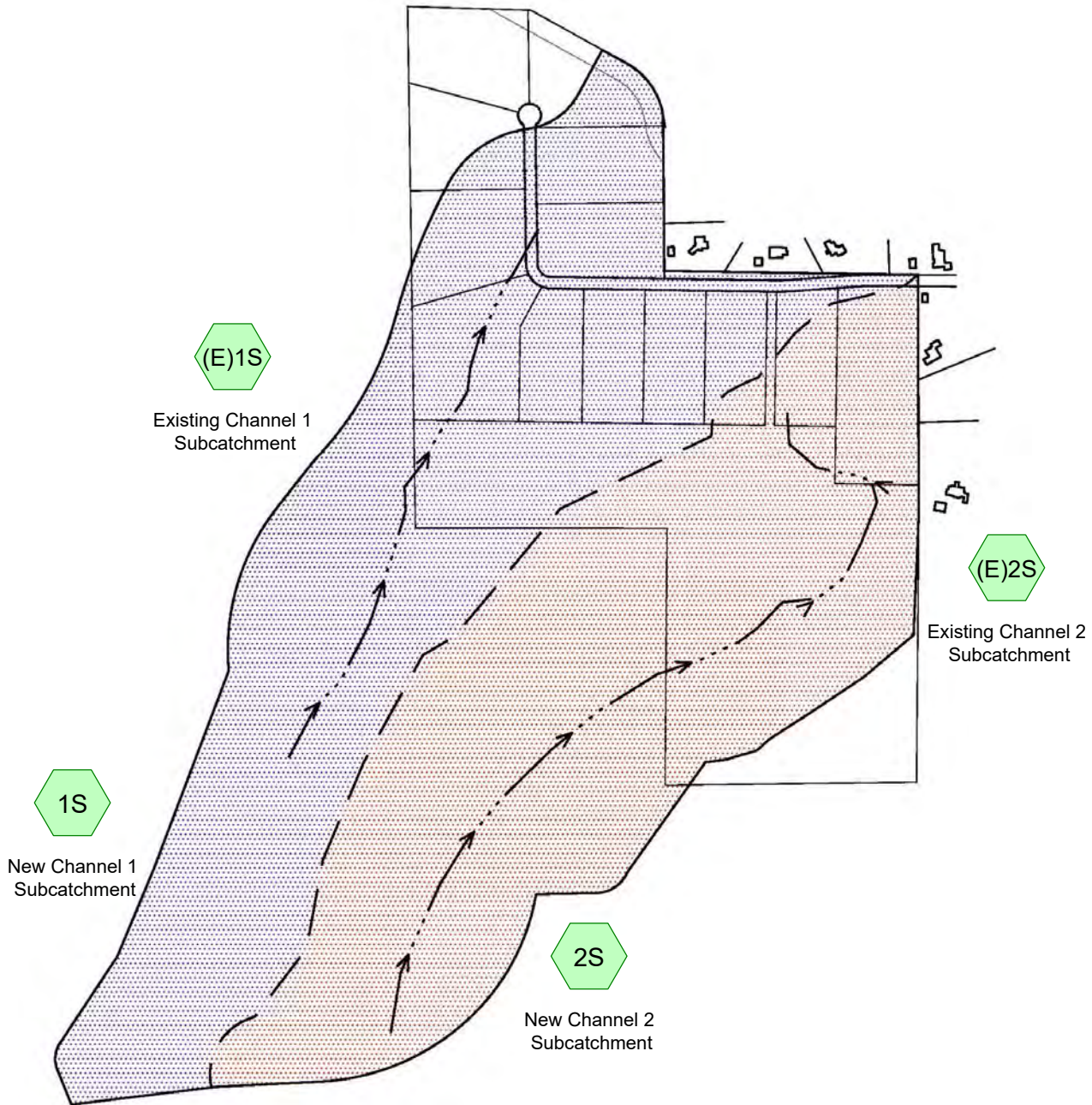
Response: Channel 1’s and channel 2’s post-development subcatchment areas produce the same amount of runoff as their “natural states”. The runoff depths also remained the same at 0.18 in. It is therefore assumed that proposed impervious surfaces will not have a significant effect on the natural channels and their abilities to contain and infiltrate the site’s stormwater runoff. The preliminary plat for the project proposes drainage easements along the natural channels to preserve the natural conveyance and infiltration system.

Question 4: What is the increase in “outflow” caused by the improvements or modifications within the development and can it be safely conveyed through downhill or downstream areas?

Response: There will not be an increase in “outflow” caused by the improvements to this property. All runoff is to be retained on site and will seek to dispose of stormwater runoff through a series of roadside ditches and culverts under roadways to convey the upstream flow in compliance with Benton County Public Works standards. All surface disposal will comply with the requirements of the Stormwater Management Manual for Eastern Washington and will be designed by a licensed engineer registered in the State of Washington.

APPENDIX A

Hydrocad Report



Routing Diagram for 2018 Storm
 Prepared by {enter your company name here}, Printed 8/3/2020
 HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

20118 Storm

Prepared by {enter your company name here}

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Printed 8/3/2020

Page 2

Rainfall Events Listing

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	Type 1A 25yr	Type IA 24-hr		Default	24.00	1	1.60	2

20118 Storm

Prepared by {enter your company name here}

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Printed 8/3/2020

Page 3

Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
25,726,536	74	>75% Grass cover, Good, HSG C ((E)1S, (E)2S, 1S, 2S)
126,324	98	Roof / Pavement (1S, 2S)
25,852,860	74	TOTAL AREA

20118 Storm

Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Prepared by {enter your company name here}

Printed 8/3/2020

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Page 4

Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment(E)1S: Existing Channel 1 Runoff Area=151.500 ac 0.00% Impervious Runoff Depth=0.18"
Flow Length=4,710' Tc=18.4 min CN=74 Runoff=2.02 cfs 100,386 cf

Subcatchment(E)2S: Existing Channel 2 Runoff Area=145.250 ac 0.00% Impervious Runoff Depth=0.18"
Flow Length=6,350' Tc=22.7 min CN=74 Runoff=1.94 cfs 96,245 cf

Subcatchment 1S: New Channel 1 Runoff Area=151.500 ac 1.82% Impervious Runoff Depth=0.18"
Flow Length=4,710' Tc=18.4 min CN=74 Runoff=2.02 cfs 100,386 cf

Subcatchment 2S: New Channel 2 Runoff Area=145.250 ac 0.10% Impervious Runoff Depth=0.18"
Flow Length=6,350' Tc=22.7 min CN=74 Runoff=1.94 cfs 96,245 cf

Total Runoff Area = 25,852,860 sf Runoff Volume = 393,262 cf Average Runoff Depth = 0.18"
99.51% Pervious = 25,726,536 sf 0.49% Impervious = 126,324 sf

20118 Storm

Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Prepared by {enter your company name here}

Printed 8/3/2020

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Page 5

Summary for Subcatchment (E)1S: Existing Channel 1 Subcatchment

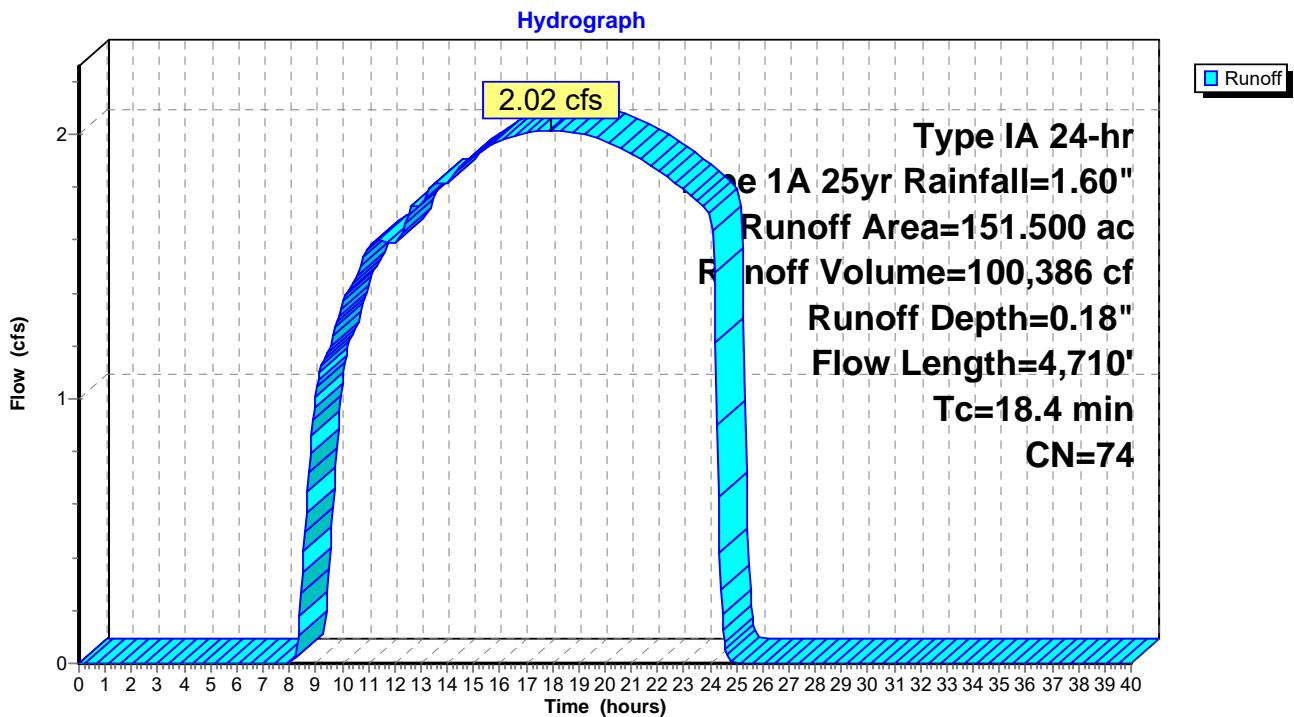
Runoff = 2.02 cfs @ 17.95 hrs, Volume= 100,386 cf, Depth= 0.18"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Area (ac)	CN	Description
151.500	74	>75% Grass cover, Good, HSG C
151.500		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.7	300	0.3300	0.52		Sheet Flow, Sheet Flow Range n= 0.130 P2= 1.60"
5.4	1,300	0.3300	4.02		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
3.3	3,110	0.1500	15.56	38.89	Channel Flow, Channel Flow Area= 2.5 sf Perim= 4.5' r= 0.56' n= 0.025
18.4	4,710	Total			

Subcatchment (E)1S: Existing Channel 1 Subcatchment



20118 Storm

Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Prepared by {enter your company name here}

Printed 8/3/2020

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Page 7

Summary for Subcatchment (E)2S: Existing Channel 2 Subcatchment

Runoff = 1.94 cfs @ 18.00 hrs, Volume= 96,245 cf, Depth= 0.18"

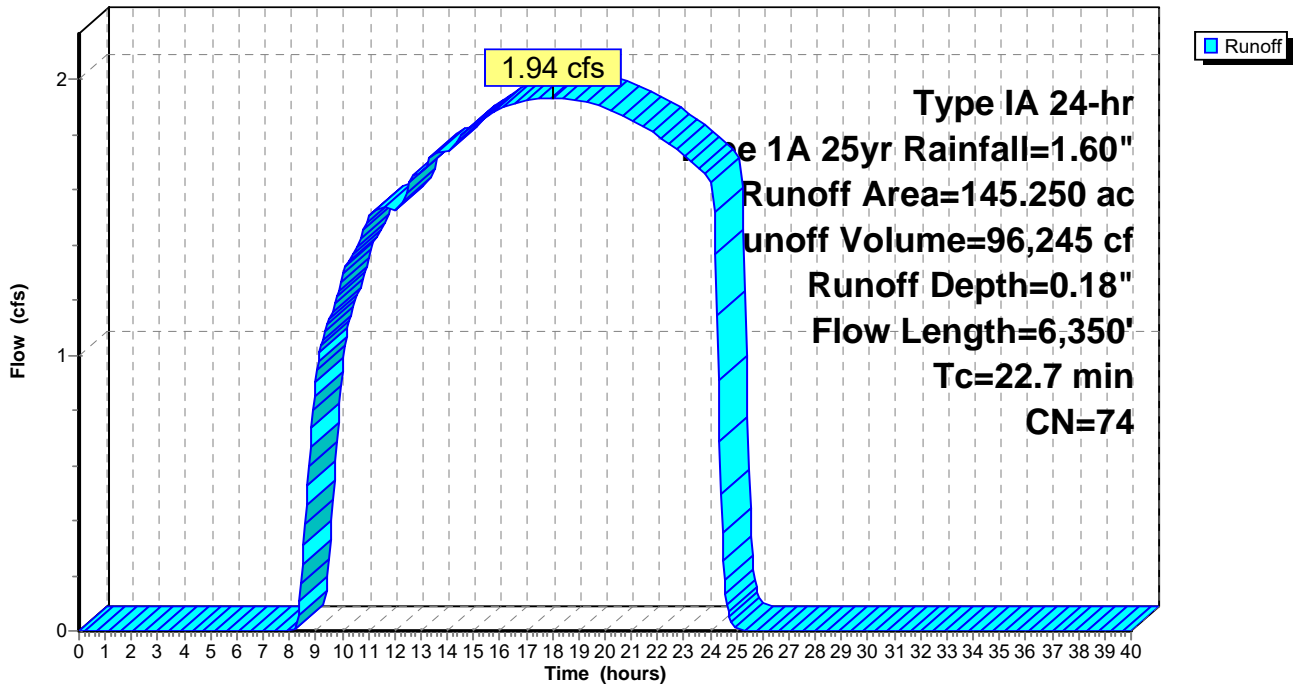
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Area (ac)	CN	Description
145.250	74	>75% Grass cover, Good, HSG C
145.250		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	300	0.2600	0.47		Sheet Flow, Sheet Flow Range n= 0.130 P2= 1.60"
6.1	1,300	0.2600	3.57		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
5.9	4,750	0.1100	13.32	33.31	Channel Flow, Channel Flow Area= 2.5 sf Perim= 4.5' r= 0.56' n= 0.025 Earth, clean & winding
22.7	6,350	Total			

Subcatchment (E)2S: Existing Channel 2 Subcatchment

Hydrograph



20118 Storm

Prepared by {enter your company name here}

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Printed 8/3/2020

Page 9

Summary for Subcatchment 1S: New Channel 1 Subcatchment

Runoff = 2.02 cfs @ 17.95 hrs, Volume= 100,386 cf, Depth= 0.18"

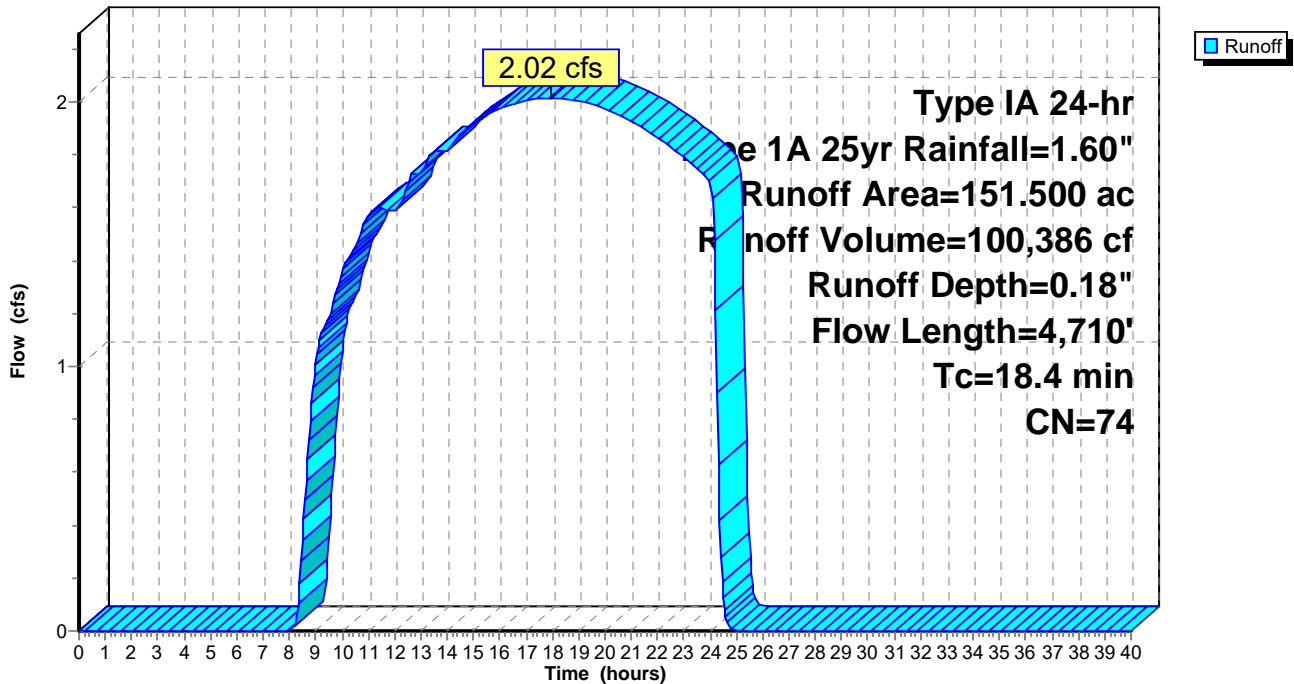
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Area (ac)	CN	Description
148.750	74	>75% Grass cover, Good, HSG C
* 2.750	98	Roof / Pavement
151.500	74	Weighted Average
148.750		98.18% Pervious Area
2.750		1.82% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.7	300	0.3300	0.52		Sheet Flow, Sheet Flow Range n= 0.130 P2= 1.60"
5.4	1,300	0.3300	4.02		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
3.3	3,110	0.1500	15.56	38.89	Channel Flow, Channel Flow Area= 2.5 sf Perim= 4.5' r= 0.56' n= 0.025
18.4	4,710	Total			

Subcatchment 1S: New Channel 1 Subcatchment

Hydrograph



20118 Storm

Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Prepared by {enter your company name here}

Printed 8/3/2020

HydroCAD® 10.10-3a s/n 09152 © 2020 HydroCAD Software Solutions LLC

Page 11

Summary for Subcatchment 2S: New Channel 2 Subcatchment

Runoff = 1.94 cfs @ 18.00 hrs, Volume= 96,245 cf, Depth= 0.18"

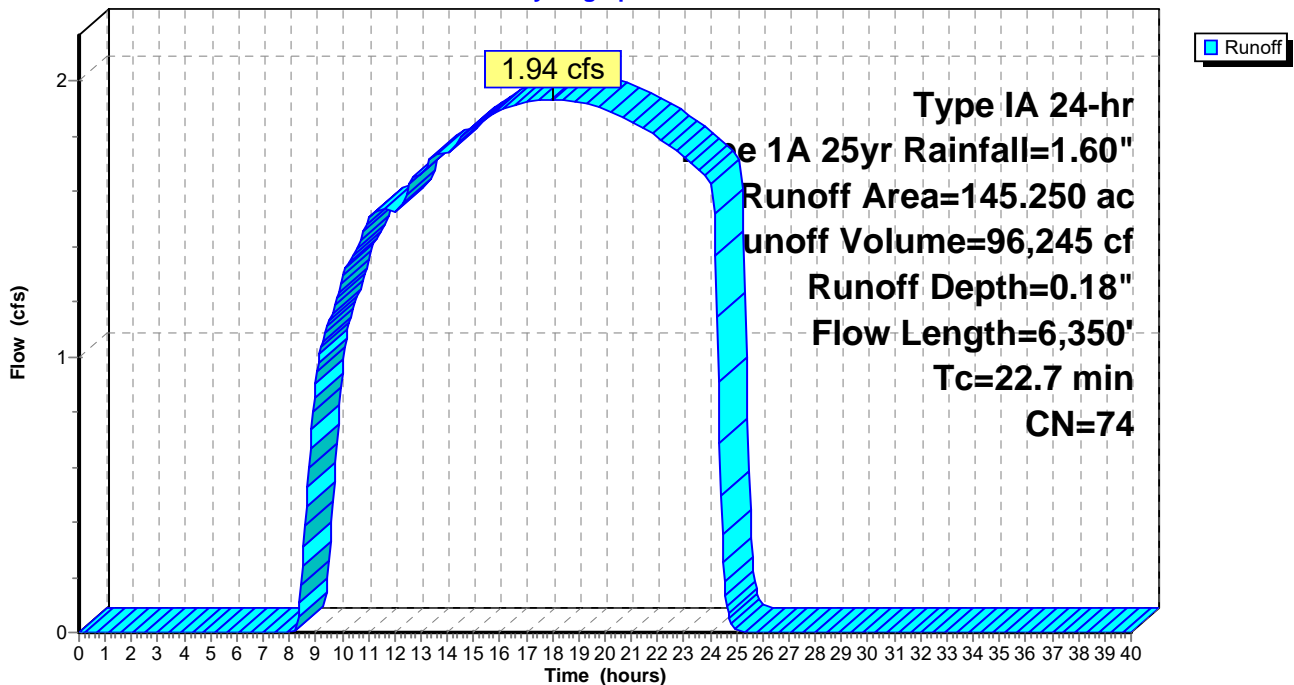
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type IA 24-hr Type 1A 25yr Rainfall=1.60"

Area (ac)	CN	Description
145.100	74	>75% Grass cover, Good, HSG C
* 0.150	98	Roof / Pavement
145.250	74	Weighted Average
145.100		99.90% Pervious Area
0.150		0.10% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
10.7	300	0.2600	0.47		Sheet Flow, Sheet Flow Range n= 0.130 P2= 1.60"
6.1	1,300	0.2600	3.57		Shallow Concentrated Flow, Shallow Concentrated Flow Short Grass Pasture Kv= 7.0 fps
5.9	4,750	0.1100	13.32	33.31	Channel Flow, Channel Flow Area= 2.5 sf Perim= 4.5' r= 0.56' n= 0.025 Earth, clean & winding
22.7	6,350	Total			

Subcatchment 2S: New Channel 2 Subcatchment

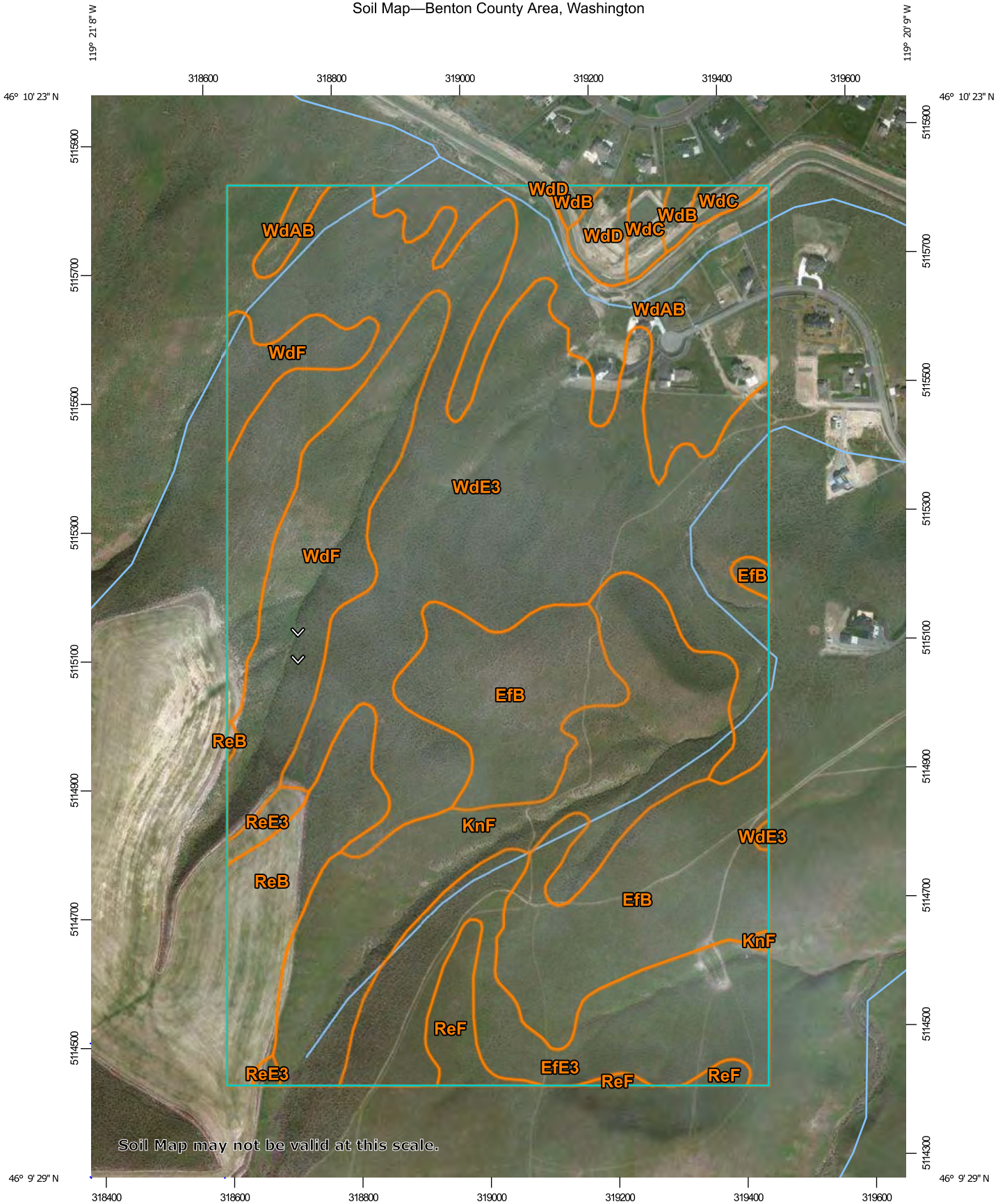
Hydrograph



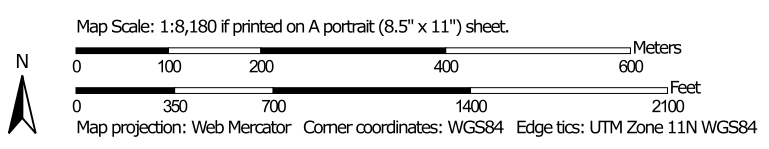
APPENDIX B

NRCS Web Soil Survey

Soil Map—Benton County Area, Washington



Soil Map may not be valid at this scale.



Report—Physical Soil Properties

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties—Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
EfB—Ellisforde silt loam, 0 to 5 percent slopes														
Ellisforde	0-13	-14-	-72-	10-14- 18	1.10-1.20 -1.30	4.00-9.00-14.00	0.15-0.17-0.19	0.0- 1.5- 2.9	1.0- 1.5- 2.0	.43	.43	5	5	56
	13-29	-14-	-72-	10-14- 18	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.5-0.8- 1.0	.55	.55			
	29-60	-14-	-72-	10-14- 18	1.50-1.63 -1.75	1.40-3.00-4.00	0.18-0.21-0.23	0.0- 1.5- 2.9	0.0-0.3- 0.5	.64	.64			
EfE3—Ellisforde silt loam, 15 to 30 percent slopes, severely eroded														
Ellisforde	0-4	-14-	-72-	10-14- 18	1.10-1.20 -1.30	4.00-9.00-14.00	0.15-0.17-0.19	0.0- 1.5- 2.9	1.0- 1.5- 2.0	.43	.43	5	5	56
	4-20	-14-	-72-	10-14- 18	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.5-0.8- 1.0	.55	.55			
	20-60	-14-	-72-	10-14- 18	1.50-1.63 -1.75	1.40-3.00-4.00	0.18-0.21-0.23	0.0- 1.5- 2.9	0.0-0.3- 0.5	.64	.64			

Physical Soil Properties--Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	<i>In</i>	<i>Pct</i>	<i>Pct</i>	<i>Pct</i>	<i>g/cc</i>	<i>micro m/sec</i>	<i>In/in</i>	<i>Pct</i>	<i>Pct</i>					
KnF--Kiona very stony silt loam, 30 to 65 percent slopes														
Kiona	0-4	-33-	-56-	7-11- 15	1.15-1.25 -1.35	4.00-9.00-14.00	0.14-0.16-0.17	0.0- 1.5- 2.9	0.5- 0.8- 1.0	.20	.49	5	7	38
	4-20	-33-	-56-	7-11- 15	1.30-1.40 -1.50	4.00-9.00-14.00	0.08-0.10-0.11	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.24	.55			
	20-60	-47-	-44-	3- 9- 15	1.30-1.40 -1.50	4.00-9.00-14.00	0.07-0.08-0.09	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.15	.49			
ReB--Ritzville silt loam, 0 to 5 percent slopes														
Ritzville	0-6	-22-	-71-	5- 8- 10	1.10-1.20 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 1.5- 2.0	.55	.55	5	5	56
	6-36	-22-	-71-	5- 8- 10	1.20-1.30 -1.40	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.5- 0.8- 1.0	.64	.64			
	36-60	-22-	-71-	5- 8- 10	1.30-1.38 -1.45	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.64	.64			

Physical Soil Properties--Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
ReE3--Ritzville silt loam, 15 to 30 percent slopes, severely eroded														
Ritzville	0-2	-22-	-71-	5-8-10	1.10-1.20 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	1.0-1.5-2.0	.55	.55	5	5	56
	2-36	-22-	-71-	5-8-10	1.20-1.30 -1.40	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	0.5-0.8-1.0	.64	.64			
	36-60	-22-	-71-	5-8-10	1.30-1.38 -1.45	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	0.0-0.3-0.5	.64	.64			
ReF--Ritzville silt loam, 30 to 65 percent slopes														
Ritzville	0-6	-22-	-71-	5-8-10	1.10-1.20 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	1.0-1.5-2.0	.55	.55	5	5	56
	6-36	-22-	-71-	5-8-10	1.20-1.30 -1.40	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	0.5-0.8-1.0	.64	.64			
	36-60	-22-	-71-	5-8-10	1.30-1.38 -1.45	4.00-9.00-14.00	0.19-0.20-0.21	0.0-1.5-2.9	0.0-0.3-0.5	.64	.64			

Physical Soil Properties--Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
WqAB---Warden silt loam, 0 to 5 percent slopes	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
Warden	0-9	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	9-19	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
	19-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
WdB---Warden silt loam, 2 to 5 percent slopes														
Warden	0-9	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	9-19	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
	19-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
WdC---Warden silt loam, 5 to 8 percent slopes														
Warden	0-9	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	9-19	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
	19-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			

Physical Soil Properties--Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
WqD--Warden silt loam, 8 to 15 percent slopes														
Warden	0-9	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	9-19	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.0-0.3-0.5	.55	.55			
	19-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0-0.3-0.5	.55	.55			
WqE3-- Warden silt loam, 15 to 30 percent slopes, severely eroded														
Warden	0-2	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	2-12	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.0-0.3-0.5	.55	.55			
	12-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0-0.3-0.5	.55	.55			

Physical Soil Properties--Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
WdF--Warden silt loam, 30 to 65 percent slopes														
Warden	0-9	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.5	5	56	
	9-19	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0.20	0.0- 1.5- 2.9	0.0-0.3-0.5	.55	.55			
	19-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0.21	0.0- 1.5- 2.9	0.0-0.3-0.5	.55	.55			

Data Source Information

Soil Survey Area: Benton County Area, Washington
 Survey Area Data: Version 16, Jun 4, 2020

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007 (<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>											
EfB—Ellisforde silt loam, 0 to 5 percent slopes														
Ellisforde	100	C	0-13	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	60-75-90	20-25-30	NP-3-5
			13-29	Silt loam, very fine sandy loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	85-90-95	20-25-30	NP-3-5
			29-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	85-90-95	20-25-30	NP-3-5
EfE3—Ellisforde silt loam, 15 to 30 percent slopes, severely eroded														
Ellisforde	100	C	0-4	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	60-75-90	20-25-30	NP-3-5
			4-20	Silt loam, very fine sandy loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	85-90-95	20-25-30	NP-3-5
			20-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	85-90-95	20-25-30	NP-3-5

Engineering Properties--Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number--				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
KnF--Kiona very stony silt loam, 30 to 65 percent slopes			In					L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
Kiona	100	B	0-4	Very stony silt loam	ML	A-4	25-30-35	0-5-10	70-78-85	60-70-80	55-65-75	50-60-70	20-25-30	NP-3-5
			4-20	Very stony silt loam, very cobbly loam, cobbly very fine sandy loam	GM, ML, SM	A-4	0-0-0	30-35-40	60-73-85	60-68-75	45-58-70	35-50-65	20-25-30	NP-3-5
			20-60	Very gravelly loam, very cobbly silt loam, very cobbly sandy loam	GM	A-1, A-2, A-4	0-0-0	35-45-55	45-58-70	35-48-60	35-43-50	15-30-45	15-20-25	NP-3-5
ReB--Ritzville silt loam, 0 to 5 percent slopes														
Ritzville	100	B	0-6	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	70-80-90	15-20-25	NP-3-5
			6-36	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	80-85-90	15-20-25	NP-3-5
			36-60	Silt loam, fine sandy loam	ML	A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	75-83-90	15-20-25	NP-3-5
ReE3--Ritzville silt loam, 15 to 30 percent slopes, severely eroded														
Ritzville	100	B	0-2	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	95-98-100	95-98-100	70-80-90	15-20-25	NP-3-5
			2-36	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	80-85-90	15-20-25	NP-3-5
			36-60	Silt loam, fine sandy loam	ML	A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	75-83-90	15-20-25	NP-3-5

Engineering Properties--Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number--				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>					L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
ReF--Ritzville silt loam, 30 to 65 percent slopes														
Ritzville	100	B	0-6	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100-100	95-98-100-100	95-98-100-100	95-98-100-100	70-80-90	NP-3-5
			6-36	Silt loam	ML	A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	95-98-100	80-85-90	NP-3-5
			36-60	Silt loam, fine sandy loam	ML	A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	95-98-100	75-83-90	NP-3-5
WdAB--Warden silt loam, 0 to 5 percent slopes														
Warden	100	B	0-9	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	85-93-100	95-98-100	70-75-80	NP-3-5
			9-19	Very fine sandy loam, silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	95-98-100	75-83-90	NP-3-5
			19-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	95-98-100	75-83-90	NP-3-5
WdB--Warden silt loam, 2 to 5 percent slopes														
Warden	90	B	0-9	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	85-93-100	95-98-100	70-75-80	NP-3-5
			9-19	Very fine sandy loam, silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	95-98-100	75-83-90	NP-3-5
			19-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	95-98-100	75-83-90	NP-3-5

Engineering Properties--Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number--				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>											
WqC---Warden silt loam, 5 to 8 percent slopes														
Warden	100	B	0-9	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	85-93-100	70-75-80	25-28-30	NP-3-5
			9-19	Very fine sandy loam, silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5
			19-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5
WqD---Warden silt loam, 8 to 15 percent slopes														
Warden	100	B	0-9	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	85-93-100	70-75-80	25-28-30	NP-3-5
			9-19	Very fine sandy loam, silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5
			19-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5
WqE3---Warden silt loam, 15 to 30 percent slopes, severely eroded														
Warden	100	B	0-2	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	85-93-100	70-75-80	25-28-30	NP-3-5
			2-12	Very fine sandy loam, silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5
			12-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5

Engineering Properties--Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number--				Liquid limit	Plasticity index
					Unified	AASTHO	>10 inches	3-10 inches	4	10	40	200		
WdF--Warden silt loam, 30 to 65 percent slopes			In					L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H	L-R-H
Warden	100	B	0-9	Silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	85-93-100	70-75-80	25-28-30	NP-3-5
			9-19	Very fine sandy loam, silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5
			19-60	Stratified very fine sandy loam to silt loam	ML	A-4	0-0-0	0-0-0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3-5

Data Source Information

Soil Survey Area: Benton County Area, Washington
 Survey Area Data: Version 16, Jun 4, 2020



APPENDIX C

Pre-Plat Map

APPENDIX D

Preliminary Survey

RECORD OF SURVEY

LOCATED IN A PORTION OF THE W1/2 OF SECTION 20,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON

SURVEYED LEGAL DESCRIPTION:

THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 20, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER LYING NORTHEASTERLY OF THE KENNEWICK IRRIGATION DISTRICT RIGHT OF WAY.

NOTES:

1. BASIS OF BEARING IS GRID, WASHINGTON STATE PLANE, NAD 83(2011), SOUTH ZONE BASED ON GNSS OBSERVATIONS. DISTANCES SHOWN HEREON ARE GROUND SCALED FROM GRID USING A COMBINED FACTOR OF 0.99980726 FROM LAT: 46°11'04.1"N LONG: 117°49'20.7"W
2. ○ = DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPB WA 41028"
3. ● = DENOTES FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED "WORLEY 13352" OR MONUMENT AS NOTED
4. ✕ = DENOTES MONUMENT NOT FOUND.
5. ⊕ = DENOTES SET 3-1/4" BERNTSEN A-1 MONUMENT ±0.5' UP IN MOUND OF STONE.
6. (M) = MEASURED PER THIS SURVEY (C) = COMPUTED
(R1) = RECORD PER PLAT OF COUNTRY MEADOW HEIGHTS V.15, PG.376 (A.F. NO. 2009-013677)
7. THIS SURVEY WAS PERFORMED TO ESTABLISH SOME OR ALL OF THE BOUNDARIES AND CORNERS OF THE PARCEL DESCRIBED HEREON. ANY EASEMENTS RESTRICTIONS OR RESERVATIONS WHICH WOULD BE DISCLOSED BY A CURRENT TITLE REPORT MAY EXIST BUT ARE NOT SHOWN ON THIS SURVEY
8. EQUIPMENT AND PROCEDURES: THIS SURVEY WAS PERFORMED WITH DUAL FREQUENCY GNSS RECEIVERS CONFIGURED FOR REAL TIME KINEMATIC SURVEYING.
9. MONUMENTS WERE VISITED JULY 6, 2020

NARRATIVE:

THE USBR RETRACEMENT FOR THE YAKIMA PROJECT MAIN CANAL - DIVISION 3 RIGHT-OF-WAY MAP FOR SECTION 20 SHOWS A "CORNER FOUND AND ACCEPTED" AT THE NORTH SIXTEENTH BETWEEN SECTIONS 19 AND 20. NO MONUMENT WAS FOUND AT THIS POSITION.

THE MONUMENTS FOUND AT THE WEST QUARTER CORNER AND SOUTHWEST SECTION CORNER OF SECTION 20 WERE SET BY WESTWOOD AND PENDING RECORD SURVEY. DISCUSSION WITH WESTWOOD STATES THAT MONUMENT CAPS ARE TO BE REPLACED AT A FUTURE DATE. AT THE TIME OF THIS SURVEY WE FOUND ORANGE PLASTIC CAPS ATOP 5/8" DIAMETER REBAR FOR THE CORNER MONUMENTS. THESE MONUMENTS WERE HELD FROM CONTROLLING CORNERS OF SECTION 20.

THE SOUTHEAST CORNER OF SECTION 20 WAS ESTABLISHED BY INTERSECTION OF THE SOUTHERLY PROJECTION OF THE MONUMENTED SECTION LINE WITH THE WESTERLY PROJECTION OF AN OLD DILAPIDATED FENCE LINE. THIS POSITION IS ±45' NORTH OF THE PROJECTION OF THE CALCULATED SW CORNER OF SECTION 21 FROM FOUND TIES ON SHORT PLAT 3536 PERFORMED BY STRATTON IN 2017. I HOLD THE FENCE AND MONUMENT SET BY CHRISTENSEN ALONG THE EAST LINE OF THE SOUTHEAST QUARTER AS THE BEST AVAILABLE EVIDENCE.

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TYLER TAPANI IN JULY 2020.

DAVID P. BAALMAN LS#41028

DATE



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____
AND RECORDED IN VOLUME _____ OF SURVEYS, PAGE _____. AT THE REQUEST OF ROGERS SURVEYING

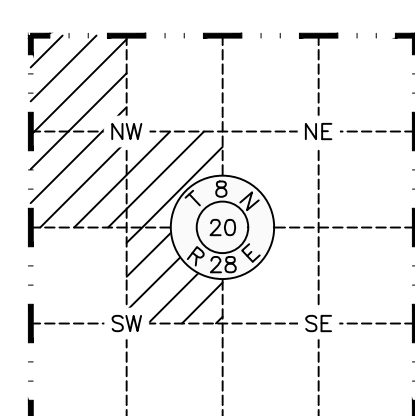
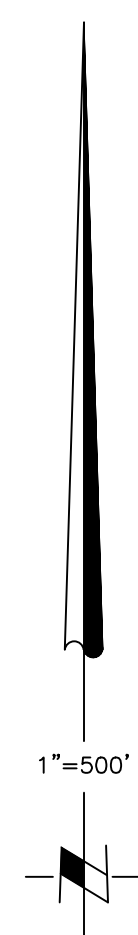
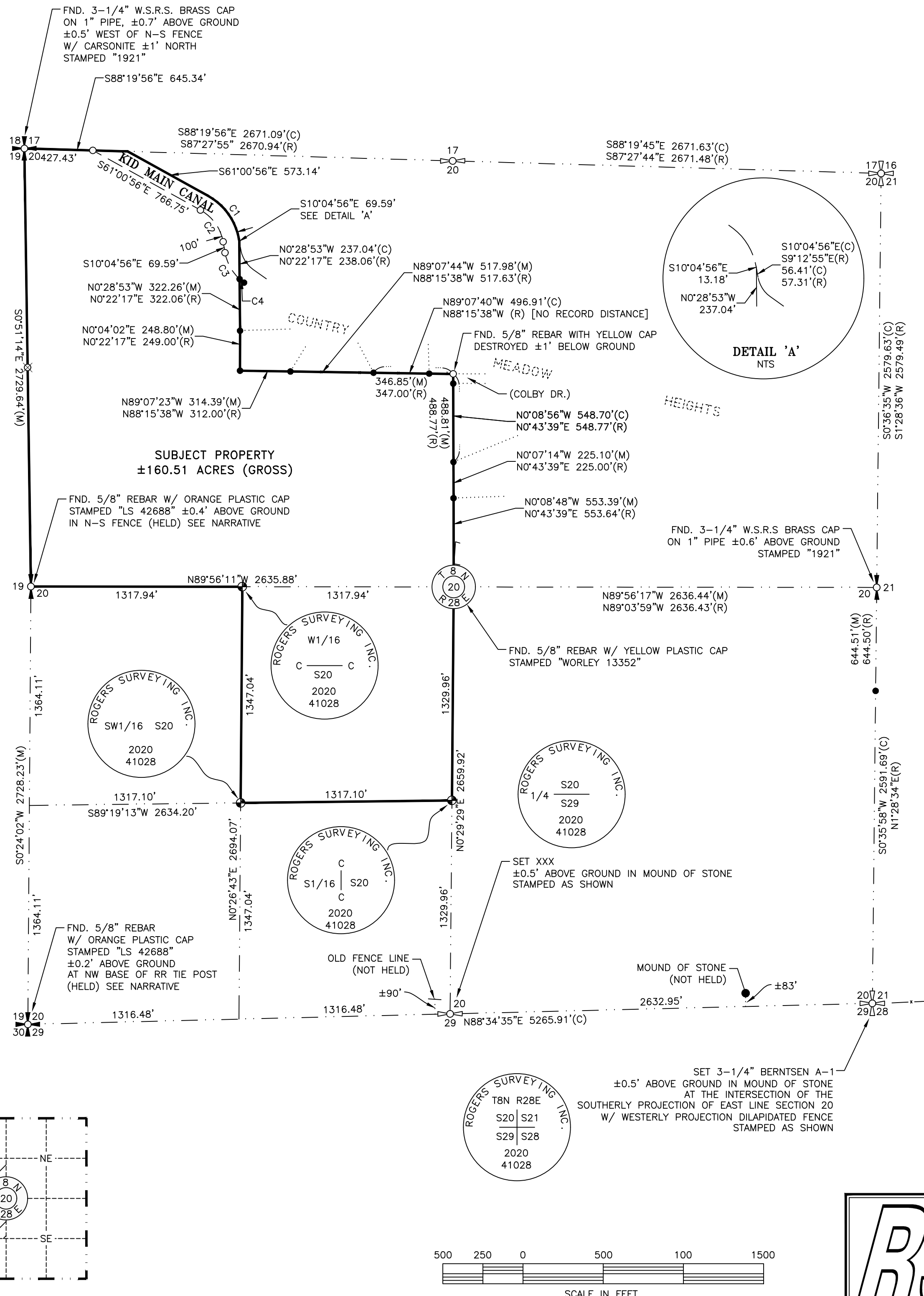
BENTON COUNTY AUDITOR

AUDITOR'S FILE NUMBER

REV: NONE

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA, 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT	TYLER TAPANI		JOB	18520
PROJECT	RECORD OF SURVEY PTN W1/2 SEC 20, T.8N., R.28E.			
DRN. BY	BAG	SCALE 1"= 500'	F. B. NO.	BG10
APPROVED	DPB	DATE 7/19/2020	ACAD VER	-C3D19
			FILE:	85420.dwg
			SHEET	1
			OF	1



SUBMITTED TO:
TTAP Construction Services, LLC
1313 Young Street
Kennewick, WA 99336

BY:
Shannon & Wilson, Inc.
Saint Andrews Loop, Suite A
Pasco, WA 99301

(509) 543-2860
www.shannonwilson.com

GEOTECHNICAL ENGINEERING REPORT (REV. 0)
Country Acres Residential
Development
BENTON COUNTY, WASHINGTON

PAGE INTENTIONALLY LEFT BLANK FOR DOUBLE-SIDED PRINTING

DRAFT

Submitted To: TTAP Construction Services, LLC
1313 Young Street
Kennewick, WA 99336
Attn: Tyler Tapani

Subject: GEOTECHNICAL ENGINEERING REPORT (REV. 0), COUNTRY ACRES
RESIDENTIAL DEVELOPMENT, BENTON COUNTY, WASHINGTON

Shannon & Wilson prepared this Geotechnical Engineering Report for the Country Acres Residential Development in Benton County, Washington. Our services were provided in accordance with our proposal (Rev. 0) dated June 29, 2020.

We appreciate the opportunity to be of service to you on this project. Please contact me at (509) 543-2866 if you have questions concerning this report, or if we may be of additional service.

Sincerely,

SHANNON & WILSON, INC.

Clinton A. Wilson, PE
Associate

HKJ:CAW:WJP/caw

DRAFT

1	INTRODUCTION	1
2	PROJECT AND SITE DESCRIPTION	1
3	FIELDWORK AND LABORATORY TESTING	2
3.1	Test Pit Explorations	2
3.2	Laboratory Testing	3
4	SUBSURFACE CONDITIONS	3
4.1	Site Geology	3
4.2	Geologic Unit and Distribution	3
4.3	Groundwater	4
4.4	Potential Variation	4
5	CONCLUSIONS AND RECOMMENDATIONS	5
5.1	Geologic Hazards	5
5.1.1	Slope Instability	5
5.1.2	Earthquake-induced Geologic Hazards	6
5.1.2.1	Seismic Design Ground Motions	6
5.1.2.2	Fault-Related Ground Rupture	6
5.1.2.3	Liquefaction Potential	7
5.2	Shallow Foundations	7
5.3	Pavements	8
5.4	Infiltration	9
5.5	Additional Geotechnical Explorations	9
6	CONSTRUCTION CONSIDERATIONS	10
6.1	Test Pit Backfill	10
6.2	Earthwork	10
6.3	Wet Condition Considerations	11
6.4	Temporary Excavations/Slopes	12
6.5	Plan Review and Construction Observation	13
7	LIMITATIONS	13
8	REFERENCES	15

Exhibits

Exhibit 5-1: IBC Parameters for Seismic Design of Structures.....6
Exhibit 5-2: Minimum Flexible Pavement Structural Sections8

Figures

Figure 1: Vicinity Map
Figure 2: Site and Exploration Plan
Figure 3: Geology and Faults Map

Appendices

Appendix A: Exploration Logs
Appendix B: Laboratory Results
Important Information

DRAFT

1 INTRODUCTION

Shannon & Wilson prepared this Geotechnical Engineering Report (GER) for the proposed Country Acres Residential Development in the Badger Canyon area of Benton County, Washington (Figure 1). In this report, we present the results of our field exploration and laboratory testing and provide geotechnical engineering conclusions and recommendations for design and construction of the proposed development.

To prepare this report, Shannon & Wilson:

- Observed, logged, and sampled eight exploratory test pit excavations;
- Completed laboratory testing of selected soil samples;
- Prepared test pit exploration logs and plan;
- Completed a review of published geologic hazards; and
- Performed geotechnical engineering analyses and developed recommendations for design and construction of the development mass grading, utilities, and pavement surfaces.

Shannon & Wilson prepared this GER for the exclusive use of TTAP Construction Services, LLC (TTAP) and their design team, in the design and construction of the proposed residential development. We conducted our work in accordance with our proposal (Rev. 0) dated June 29, 2020. We obtained authorization to proceed through a signed proposal dated June 29, 2020.

2 PROJECT AND SITE DESCRIPTION

TTAP is planning the Country Acres Residential Development at Benton County parcel number 120882000004000 in the Badger Canyon area. The development is approximately 4 miles southwest of the Interstate 82 (I-82) / E. Badger Road interchange and approximately 3¼ miles south of the I-82 / Dallas Road interchange. The parcel is bounded by a Kennewick Irrigation District (KID) canal to the north, a residential development to the northeast, and undeveloped properties to the west, south, and southeast (Figure 2).

The development is located at the north-northeast foothills of the Horse Heaven Hills, a northwest-southeast oriented series of ridges extending through southeast Washington. Based on the Preliminary Layout (dated June 18, 2020) by Knutzen Engineering, Inc., the development consists of 14 lots, ranging from approximately 5 to 70 acres, for single-family residential properties; development grading plans were not provided.

3 FIELDWORK AND LABORATORY TESTING

Shannon & Wilson completed the following exploration and testing tasks:

- Observed, logged, and sampled eight exploratory test pit excavations (logs provided in Appendix A); and
- Laboratory testing of selected soil samples (results provided in Appendix B).

The approximate test pit locations are shown in Figure 2. We recorded the test pit locations in the field with a hand-held Global Positioning System unit.

3.1 Test Pit Explorations

Shannon & Wilson observed eight test pit excavations (designated TP-1 through TP-8) at the site on July 9, 2020. TTAP excavated the test pits using a John Deere 85G tracked-backhoe to depths ranging from approximately 3¾ and 12¼ feet below the existing ground surface (bgs). Three test pits (TP-2, TP-5, and TP-6) were terminated upon encountering practical refusal in bedrock. We define practical refusal as the inability to advance the excavation further with the given equipment.

At the termination depth, the test pits were subsequently checked for the presence of groundwater, measured, photographed, and backfilled with the excavated materials. A Shannon & Wilson engineer observed the test pit excavations, classified the soils based on manual-visual procedures, obtained representative soil samples, and compiled exploration field logs. We sealed the samples in labeled plastic bags for transport to the laboratory.

During the excavation process, our field engineer measured the relative soil consistency using Dynamic Cone Penetrometer (DCP) testing in accordance with ASTM STP-399. DCP testing involves using a 15-pound slide hammer to drive a conical steel tip into the soil. The conical tip is driven three increments of 1¾ inches and the number of hammer blows per increment is recorded on the logs. Where it is not possible to drive the cone a full increment, driving is stopped at 30 hammer blows and the penetration of the cone is measured in inches. These values are reported as "30/x" where 'x' is the cone penetration in inches.

Soil strata boundaries were estimated in the field based on our observations and disturbed samples (i.e., excavation spoils). Approximate strata boundaries were measured using a tape measure lowered down the side of the test pit. The subsurface conditions encountered only represent the conditions at the exploration locations on the date explored and should be considered approximate. Actual subsurface conditions may vary between explorations, within the vicinity of the proposed improvements.

3.2 Laboratory Testing

Shannon & Wilson performed the following geotechnical laboratory testing on representative soil samples retrieved from the test pits.

- Water (Moisture) Content per ASTM D2216 (ASTM International 2019); and
- Particle Size Analysis per ASTM D422 (ASTM International 2014) and ASTM D1140 (ASTM International 2017).

Laboratory test results are presented in Appendix B and the index test results are also incorporated on the test pit logs presented in Appendix A.

4 SUBSURFACE CONDITIONS

4.1 Site Geology

The *Geologic Map of the Richland 1:100,000 Quadrangle* (Reidel and Fecht, 1994) maps the site as straddling three geologic units, including Mass-Wasting Deposits (Qls), Youngest Outburst Flood Deposits – silt and sand (Qfs₃), and members of the Saddle Mountains Basalt (M_vs). A brief description of the mapped geologic units follows.

- **Mass-Wasting Deposits (Qls):** Holocene- and Pleistocene-aged Qls deposits consisting of “Landslide deposits associated with steep flanks of anticlinal ridges and high bluffs along rivers and abandoned channels.”
- **Youngest Outburst Flood Deposits – silt and sand (Qfs₃):** Pleistocene-aged Qfs₃, or the fine-grained outburst deposits, consisting of “Lacustrine silt and fine sand and fluvial coarse to fine sand...deposited by outburst floods from glacial Lake Missoula...”
- **Saddle Mountains Basalt (M_vs) - Elephant Member (M_{vsem}) and Pomona Member (M_{vsp}):** both members are part of the Miocene-aged M_vs formation of the Columbia River Basalt Group (CRBG).

We show the mapped site geology in Figure 3. In our opinion, the native soils and bedrock encountered within the test pit excavations are consistent with the mapped geology.

4.2 Geologic Unit and Distribution

Geologic units are interpretive and based on our opinion of the grouping of complex sediments and soil types into units. The encountered geologic unit descriptions and distribution are described below from youngest to oldest.

- **Mass-Wasting Deposits (Qls) –** At test pits TP-1 through TP-8, we encountered very loose to loose, light brown to light gray-brown, *Silt (ML)* to *Silt with Sand (ML)* extending

below topsoil (approximately 2 to 5 inches) to depths ranging from approximately 1¼ to 7 feet bgs.

- **Youngest Outburst Flood Deposits – silt and sand (Qfs₃)** – Beneath the Qls unit, we encountered loose to medium dense, *Silt (ML)* to *Slit with Sand (ML)* extending to the maximum exploration depths at test pits TP-1, TP-3, TP-4, TP-7, and TP-8 (approximately 11 ¼ to 12 feet bgs) and to Mvs at test pits TP-2, TP-5, and TP-6.
- **Saddle Mountains Basalt (Mvs)** – At test pits TP-2, TP-5, and TP-6, we encountered Mvs at depths ranging from approximately 1¼ to 9¾ feet bgs. The Mvs excavated as dark brown to black, angular gravel and cobbles. The excavation equipment extended the test pits approximately ½-foot to 2½ feet into the Mvs at practical refusal.

4.3 Groundwater

We did not observe groundwater in the test pit excavations. Based on our review of well logs provided by the Washington State Department of Ecology, we estimate the local groundwater levels are greater than approximately 10 feet bgs. Groundwater levels may fluctuate due to seasonal or irrigation-related variations. Additionally, our experience indicates the shallow bedrock typically results in perched groundwater conditions arising due to irrigation practices.

4.4 Potential Variation

The explorations and field and laboratory testing were performed to evaluate the subsurface conditions at the site. Our observations are specific to the locations, depths, and times noted on the provided boring logs and may not be applicable to all areas of the site. No amount of subsurface explorations or laboratory testing can precisely predict the characteristics, quality, or distribution of the subsurface and site conditions. Potential variation includes, but is not limited to:

- The conditions between and below the explorations may be different.
- The passage of time or intervening causes (both natural and manmade) may result in changes to the site and subsurface conditions.
- Potential perched groundwater levels may fluctuate due to seasonal or irrigation-related variations and the underlying bedrock topography.
- Contaminated soils were not encountered in our explorations; however, this does not preclude the presence of contaminated soils on the site.

5 CONCLUSIONS AND RECOMMENDATIONS

For the purposes of our analyses and recommendations, we assumed that the results of the explorations are representative of the conditions across the project site. However, as stated in Section 4.4, subsurface conditions should be expected to vary. During construction, we may need to revise our recommendations if different conditions are encountered.

The following sections present our findings and recommendations for geologic hazards, shallow foundations, asphaltic concrete pavement structural sections, and estimated infiltration rates.

5.1 Geologic Hazards

Geologic hazards that could impact a site include slope instability and earthquake-induced hazards, such as ground motions, fault rupture and slope instability. We provide a discussion of the potential geologic hazards below.

5.1.1 Slope Instability

The site is located within Qls (historic landslide) deposits on north-northeast facing foothills of the Horse Heaven Hills; the site slopes range from relatively gentle to steep. Based on our experience, historic landslides are typically re-activated by excess water. Potential slope instability could result from natural (e.g., heavy precipitation, erosion) or other activities (e.g., oversteepening the slope, excavation of the toe, loading the top of the slope, watering/irrigation practices, etc.) on or near the slopes. In our opinion, the hazard posed by slope instability ranges from low to high.

Shannon & Wilson recommends:

- Any potential buyer within the development be made aware of the potential for slope instability to exist and typical factors which increase the risk of slope instability.
- Irrigation practices should be limited to nonexistent in the development.
- Stormwater discharge, including building downspouts, should be directed away from the steeper areas.

Based on our experience, regional slope movements within similar loess soils and slopes typically does not result in material runouts which may devastate nearly all things in the runout path; rather, structures, roadways, and utilities may experience damage due to slight to moderate movements.

5.1.2 Earthquake-induced Geologic Hazards

Earthquake-induced geologic hazards that may affect a site include ground motions, slope instability, fault rupture, liquefaction, and liquefaction-associated effects (such as settlement, loss of shear strength, bearing capacity failures, loss of lateral support, ground oscillation, and lateral spreading).

5.1.2.1 Seismic Design Ground Motions

Seismic design forces in the 2015 International Building Code (IBC) (International Code Council, 2015) are based on seismological input and site soil response factors. The seismological inputs are short period spectral acceleration, S_s , and spectral acceleration at the 1-second period, S_1 , shown in Figure 1613.5 in the code.

The site soil response factors are based on determination of the Seismic Site Class. Based on the subsurface conditions encountered in the explorations and our local experience, the site may be classified as Seismic Site Class D (stiff soil profile). The site class coefficients, F_a and F_v , corresponding to Seismic Site Class D and the mapped S_s and S_1 values are provided in Exhibit 5-1. The corresponding risk-targeted Maximum Considered Earthquake (MCE_R) spectral accelerations (S_{MS} and S_{M1}) and the Design Earthquake spectral accelerations (S_{DS} and S_{D1}) are provided in Exhibit 5-1.

Exhibit 5-1: IBC Parameters for Seismic Design of Structures

Symbol	Description	Value
S_s	Spectral Response Acceleration for Short Periods	0.44g
S_1	Spectral Response Acceleration at 1-Second Period	0.17g
F_a	Site Coefficient for Short Periods	1.45
F_v	Site Coefficient at 1-Second Period	2.13
S_{MS}	MCE _R Spectral Response Acceleration for Short Periods	0.64
S_{M1}	MCE _R Spectral Response Acceleration at 1-Second Period	0.36
S_{DS}	Design Spectral Response Acceleration for Short Periods	0.43
S_{D1}	Design Spectral Response Acceleration at 1-Second Period	0.24

NOTES:

IBC = International Building Code; MCE_R = (Risk-Targeted) Maximum Considered Earthquake
Reference = (Applied Technology Council, 2020)

5.1.2.2 Fault-Related Ground Rupture

Based on the United States Geological Survey (USGS) Faults Database, the closest Quaternary (active within the last 1.6 million years) fault is the Horse Heaven Hills fault zone mapped approximately ¾-mile southwest and oriented northwest-southeast. The

database indicates the fault structure typically experiences a slip rate of less than 0.2-millimeter per year, which suggests a relatively long recurrence interval between earthquakes on this fault. Based on the relatively long recurrence interval, the potential for fault-related ground rupture to cause ground movement at the project site is low.

5.1.2.3 Liquefaction Potential

Liquefaction of loose, saturated, and cohesionless soils occurs when excess pore pressures are generated as a result of earthquake shaking. Liquefaction potential studies provide assessment methods based on both laboratory and field procedures. The research indicates that liquefaction potential decreases as the fines content increases. The most widely used methods are empirical and based on correlations between SPT resistance (N-value), peak ground acceleration, and earthquake magnitude.

Based on the high fines content of on-site soils, the absence of encountered groundwater in our test pits, and the encountered shallow bedrock, it is our qualitative assessment that the potential for liquefaction and, therefore, the associated effects (e.g., loss of shear strength, bearing capacity failures, loss of lateral support, ground oscillation, and lateral spreading), is low. This assessment is consistent with the Washington State Department of Natural Resources liquefaction hazard map that indicates the site susceptibility to liquefaction is low (lower elevations) or not applicable (higher elevations).

5.2 Shallow Foundations

Conceptually, 1- to 2-story, lightly loaded structures could be supported on spread footing foundations bearing in Q_{fs3} or bedrock; we do not recommend placement of foundations within the Q_{fs} deposit. We recommend a minimum of 24 inches of embedment for frost protection and bearing considerations. As previously described, the Q_{fs3} deposit is typically loose to medium dense and is composed predominantly of *Silt (ML)* to *Sandy Silt (ML)*. Consequently, overexcavation of 1 to 3 feet, compaction of the Q_{fs3} subgrade exposed in the bottom of the overexcavation, and filling the overexcavation with imported compacted structural fill may be required to provide adequate bearing and a stable foundation subgrade. In addition, the Q_{fs3} is moisture-sensitive and may become muddy and unstable if exposed to wet weather or wet conditions. Therefore, earthwork during wet winter months should be avoided or additional costs for earthwork should be budgeted if earthwork will occur during periods of prolonged wet weather.

Given the variable depths to Mvs , it is likely that competent bedrock may be encountered at or above planned footing subgrade elevations.

Given the slopes across the site, future development may require construction of level building pads. Cut/fill building pads are commonly constructed on slopes by cutting into the hillside and side-casting the fill down the adjacent slope to create a level cut/fill pad. If the fill is not carefully placed and compacted, differential settlement of buildings or other infrastructure that is located on the cut/fill pad may occur. To mitigate this potential settlement issue, building foundations could be founded on native soils below any fills, or site development could consider constructing buildings entirely in cuts and placing less settlement sensitive site features (e.g., roadways, parks) on the fills.

5.3 Pavements

We based our pavement section design on Asphalt Institute (AI) design methods and our local experience. We anticipate the pavement area(s) will mainly consist of Level II to III traffic, residential to rural minor collector streets as defined by the AI, with occasional heavy vehicles (e.g., delivery and garbage trucks). We assume the native *Silt (ML)* to *Silt with Sand (ML)* as the design subgrade and estimated a California Bearing Ratio (CBR) value of approximately 5 to 8 based on correlations with the soil classification. Fill placed in pavement areas, if necessary, should be similar or better than native subgrade soils and have a minimum CBR value of 5.

We present minimum structural flexible pavement sections in Exhibit 5-2 below. Pavement subbase and base course should be compacted to at least 95 percent of the Modified Proctor maximum dry density as determined by ASTM D1557, and to a dense and unyielding condition, as described in Section 6.2.

Exhibit 5-2: Minimum Flexible Pavement Structural Sections

Pavement Area	Material Type and Section Thickness (inches)		
	Asphalt Concrete	Base Course	Total Section Thickness
Development Main Roadways	4	12	16

The base course materials should conform to the Washington State Department of Transportation (WSDOT) Standard Specifications 9-03.9(3) for crushed surfacing. The base course may consist of Top Course and/or Base Course under the WSDOT specification.

The asphalt pavement materials should consist of a Hot Mix Asphalt (HMA) such as Class ½-inch aggregate with a PG 64-28 asphalt binder, and should be compacted to a minimum 91 percent of the maximum theoretical specific gravity (Rice’s density).

The pavement should be designed and constructed to allow for positive surface drainage. Adequate surface slope, subgrade crown, surface drainage management, and uniform compaction contribute to long-term pavement performance.

5.4 Infiltration

We have not been provided stormwater management plans or depths beyond target infiltration test locations provided by Knutzen. Therefore, we have reviewed potential infiltration rates based on grain size correlations for onsite soils at the target infiltration locations (TP-4 and TP-8). Grain size correlations to infiltration are typically based on the sieve size (in millimeters [mm]) in which 10% of the sample passes, or D_{10} . Based on the laboratory test results provided in Appendix B, the on-site *Silt (ML)* to *Silt with Sand (ML)* samples tested exhibit D_{10} values between 0.0041 and 0.011mm.

The 2019 Stormwater Management Manual for Eastern Washington (SMMEW) presents a Soil Grain Size Analysis Method to determine the hydraulic conductivity based on the Massmann equation (Eq. 6.16). Based on the grain size analyses provided in Appendix B, we estimate the average hydraulic conductivity, K_{sat} , for the on-site *Silt (ML)* to *Silt with Sand (ML)* is approximately ¼-inch per hour (iph).

The infiltration rate is a function of the K_{sat} , hydraulic gradient, pond size, and water depths. The SMMEW recommends multiplying the calculated K_{sat} value with a 0.5 correction factor (CF) to estimate long-term rates when using grain size correlation methods. The designer should also apply the appropriate siltation/biofouling and aspect ratio factors when determining the design infiltration rate.

The K_{sat} estimates assume infiltration into on-site soils at test pits TP-4 and TP-6 above 10 feet bgs. If swales are used, any surfaces such as topsoil or lawn may reduce the infiltration rate and may control the design. Compacting or densifying the soil may also result in a lower infiltration rate. The project geotechnical engineer should observe and document the soil types at the proposed infiltration elevation during construction. Stormwater infiltrations systems should not be placed adjacent to building foundations.

The project geotechnical engineer should observe and document the infiltration field soil types at the proposed infiltration elevation(s).

5.5 Additional Geotechnical Explorations

Due to the identified geologic hazards and the unknown mass grading plan for the Country Acres development, Shannon & Wilson recommends evaluating the soil conditions at the individual lots with geotechnical explorations (drilled borings and/or test pits) for proposed

structures, potential slope instabilities following development mass grading, and overall property planning. Detailed grading plans and proposed elevations are recommended to assist in preparing a geotechnical investigation.

6 CONSTRUCTION CONSIDERATIONS

The applicability of our recommendations is contingent upon good construction practices. Poor construction techniques may alter conditions from those on which our recommendations are based and, therefore, result in reduced foundation capacity or additional settlement and movement. The following sections present construction considerations.

6.1 Test Pit Backfill

At completion, the backhoe operator backfilled five of the exploratory test pits with the excavated materials. Test pits TP-2, TP-3, and TP-5 were not backfilled, per our Client's request. Test pits located within structure and pavement footprints, and areas to receive fill should be overexcavated and backfilled with compacted, granular structural fill.

6.2 Earthwork

Surface vegetation, roots, topsoil, and existing fill, if encountered, should be stripped from within and approximately 5 feet beyond structure footprints, pavement areas, and areas to receive structural fill. Topsoil may be stockpiled and used in future landscape areas or outside of structural fill areas, if desired, but should not be used for structural fill.

Once the stripping/excavation is complete, we recommend compacting the exposed subgrade beneath development fills and residential pads. The exposed subgrade should be moisture conditioned to approximately 12 inches below subgrade elevation to within 2% of optimum moisture and compacted to firm, unyielding condition with a minimum in-place dry density of 95% of the maximum laboratory dry density as determined by the ASTM International (ASTM) Designation: D 1557, Laboratory Compaction Characteristics of Soil Using Modified Effort.

The prepared subgrade should be proofrolled using heavy/loaded construction equipment to observe for yielding conditions. Areas of inadequate performance, as observed by the geotechnical engineer or their representative, should be excavated and replaced with structural fill prior to placing additional fill.

Utility trenching and backfilling should be accomplished in accordance with Washington State Department of Transportation Standard Specifications (2019). Based on our explorations, we anticipate that conventional excavation equipment can accomplish the proposed excavations. Utility trenches should be backfilled using structural fill compacted as specified below. Sufficient backfill should be placed over the utility before compacting with heavy compactors to prevent damage.

Fill soil placed beneath settlement-sensitive structures or areas should be compacted structural fill. Structural fill should not consist of the native, on-site soils, due the high fines content.

If imported material (other than crushed rock) is used as structural fill, we recommend a well-graded mixture of sand and gravel, free of organics, debris, and rubbish. It should contain less than 15% fines (material passing the No. 200 mesh sieve, based on the minus ¾-inch fraction); the fines should be nonplastic; and the soil moisture content should be within 2% of optimum. The gravel content should range between 25 and 50% retained on a No. 4 sieve. Crushed rock should consist of Top Course or Base Course, approximately ¾- or ⅝-inch minus, in accordance with WSDOT Standard Specification Section 9-03.9(3), or similar.

If wet conditions exist, then the recommendations for fill material in Section 6.3 should supersede the recommendations above.

Fill materials should be placed in maximum 6- to 8-inch loose lifts, depending on compaction equipment size and energy. Structural fill should be uniformly moisture-condition to within 2% of optimum and compacted in lifts to a minimum 95% of ASTM D1557 and a dense, unyielding condition.

6.3 Wet Condition Considerations

Most of the on-site soils are moisture sensitive due to their high silt content. Therefore, we present the following wet weather/wet conditions grading recommendations for the near-surface site soils.

- The ground surface in and surrounding the construction area should be sloped and sealed with a smooth-drum roller to promote runoff of precipitation away from work areas and to prevent ponding of water.
- Work areas or slopes should be covered with plastic. The use of sloping, ditching, sumps, dewatering, and other measures should be employed as necessary to permit proper completion of the work.
- If construction traffic occurs over the exposed subgrade, the subgrade should be protected from disturbance. A 4- to 6-inch-thick working surface layer of crushed rock

could be placed immediately following excavation on the undisturbed soils. This can be done as needed to protect the exposed soils and act as a working surface. Over excavation may be needed to accommodate this crushed rock working surface.

- Earthwork should be accomplished in small sections to minimize exposure to wet conditions. That is, each section should be small enough so that the removal of unsuitable soils and placement and compaction of clean structural fill could be accomplished on the same day. The size of construction equipment may have to be limited to prevent soil disturbance. It may be necessary to excavate soils with a backhoe, or equivalent, and locate them so that equipment does not pass over the excavated area. Thus, subgrade disturbance caused by equipment traffic would be minimized.
- Fill material should consist of clean material with not more than 5% fines by dry weight passes the No. 200 mesh sieve, based on wet sieving the fraction passing the ¾-inch mesh sieve. The fines should be non-plastic. For wet conditions, these recommendations supersede our fill material recommendations provided in Section 6.1 of this report.
- No soil should be left uncompacted and exposed to moisture. A smooth-drum vibratory roller, or equivalent, should roll the surface to seal out as much water as possible.
- In-place soil or fill soil that becomes wet and unstable and/or too wet to suitably compact should be removed and replaced with clean, granular soil (see gradation requirements above).
- Excavation and placement of structural fill material should be observed on a full-time basis by Shannon & Wilson to determine that all work is being accomplished in accordance with the project specifications and our recommendations.
- Grading and earthwork should not be accomplished during periods of heavy, continuous rainfall.

The above recommendations should be incorporated into the contract specifications for foundation, pavement, and earthwork construction.

6.4 Temporary Excavations/Slopes

Based on test pit observations the cohesionless site soils have a tendency to cave and correspond to Occupational Safety and Health Administration (OSHA) Soil Type C. OSHA indicates Type C soils may have maximum temporary slopes of 1½ Horizontal to 1 Vertical (1½ H:1V) for excavations. Flatter slopes may be required within the Outburst Flood Deposit for excavations which exhibit raveling or running sands.

The OSHA slope inclinations do not consider surcharge loads placed along excavation benches or perimeter, such as equipment or material stockpiling. Surcharged slopes should

be evaluated by the geotechnical engineer based on the Contractor's proposed construction site layout.

In all cases, the construction Contractor is responsible for temporary excavation slopes and the safety of all temporary excavations based on exposed ground conditions. The Contractor can observe the nature and conditions of the subsurface materials encountered and has the responsibility for methods, sequence, and construction schedule. If instability is detected, slopes should be flattened or shored. All temporary excavation slopes should be accomplished in accordance with all local, state, and federal safety regulations.

6.5 Plan Review and Construction Observation

We recommend retaining Shannon & Wilson to review the construction plans for the proposed development structures, and to provide construction observations during site grading and foundation installation. We can provide construction observation services on a time and-expense basis.

Variations in soil conditions are possible at the site and may be encountered during construction. Geotechnical design recommendations were developed from a limited number of explorations and tests. Therefore, recommendations may need to be adjusted in the field. Shannon & Wilson should be retained to provide construction observation services during the project earthwork, excavation, and foundation, and pavement preparation. Construction observation allows the geotechnical engineer to observe the actual soil conditions exposed during construction, determine if the proposed design is compatible with the design recommendations, and if the conditions encountered at the site are consistent with those observed during the geotechnical study. Construction observation is conducted to reduce the potential for problems arising during and after construction. However, in all cases, the Contractor is responsible for the quality and completeness of their work and for adhering to the plans, specifications, and recommendations on which their work is based.

7 LIMITATIONS

The analyses, conclusions, and recommendations contained in this report are based upon site conditions as they presently exist. We further assume that the site explorations are representative of the subsurface conditions throughout the site; i.e., site conditions are not significantly different from those disclosed by the field explorations and observations.

If subsurface conditions different from those encountered in the field explorations are observed or appear to be present during construction, we should be advised at once so that we can review these conditions and reconsider our recommendations, where necessary.

If there is a substantial lapse of time between the submission of this report and the start of construction at the site, or if conditions have changed because of natural forces or construction at the site, we recommend that we review this report to determine the applicability of the conclusions and recommendations contained in this report concerning the time lapse or changed conditions.

The scope of services did not include any environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below the site, or for the evaluation or disposal of contaminated soils or groundwater, should any be encountered. We would be pleased to provide you a scope for these services at your request, should these services become necessary.

This report was prepared for the use of TTAP Construction Services and their design team in the design and construction of the proposed development in Benton County, Washington. This report was made for a specific development planning and mass grading considerations. Variations from the anticipated development discussed in this report should be analyzed by Shannon & Wilson to assess the potential geotechnical impacts of those variations on the recommendations included in this report.

As an integral part of this report, we have prepared the attached "Important Information About Your Geotechnical/Environmental Report" to help you more clearly understand its use and limitations.

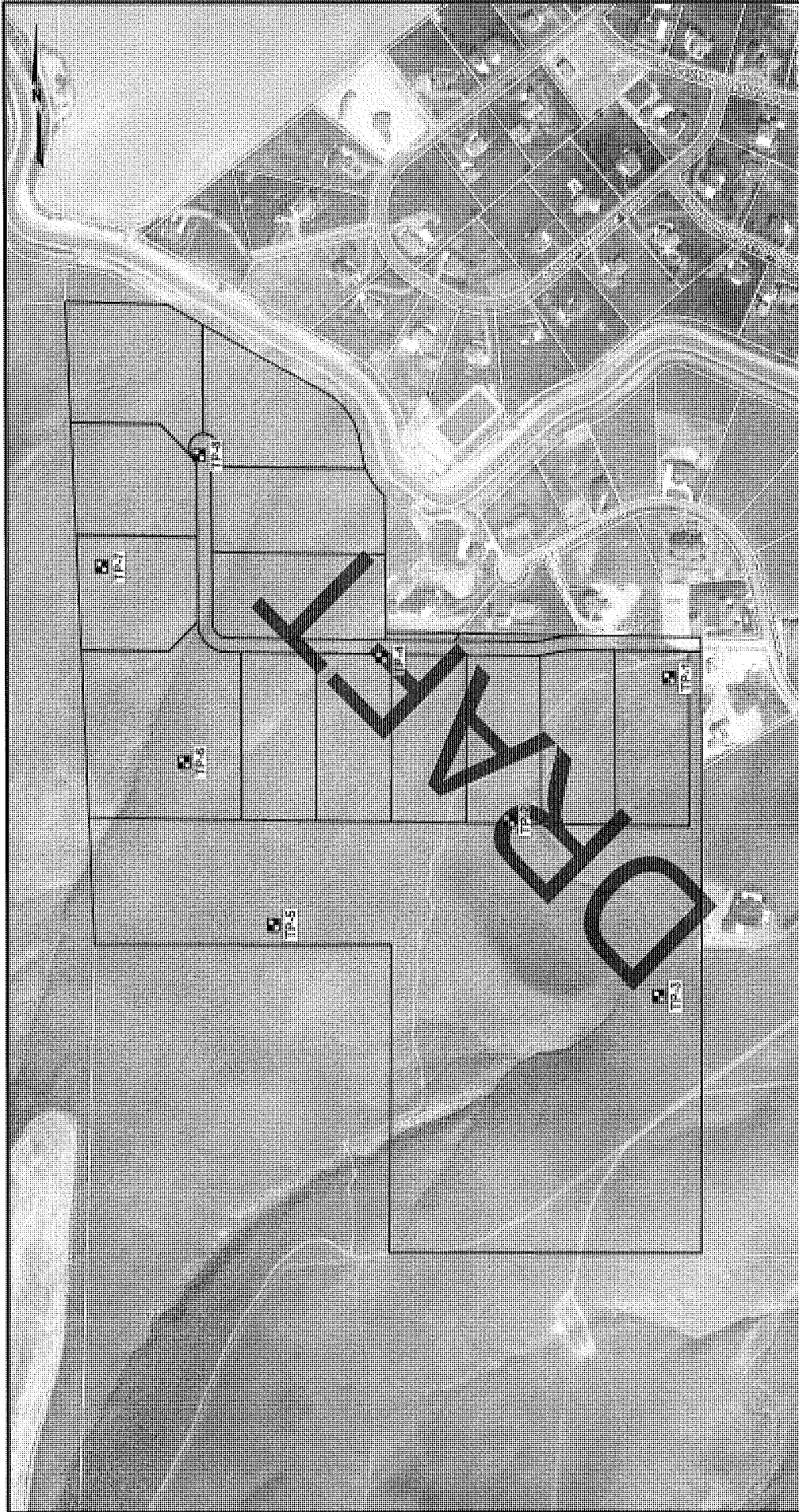
8 REFERENCES

- Applied Technology Council (ATC), 2020, Seismic Hazards by Location Map: accessed July 23, 2020 at: <https://hazards.atcouncil.org/>
- ASTM International, 2014, Standard Test Method for Particle-Size Analysis of Soil, D422-63 (reapproved 2007): West Conshohocken, Pa., ASTM International, Annual Book of Standards, V. 04.02, Concrete and Aggregates, available: www.astm.org.
- ASTM International, 2015, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort, D1557-12 (corrected 2015): West Conshohocken, Pa., ASTM International, Annual Book of Standards, V. 04.08, Soil and Rock (I): D420 - D5876, available: www.astm.org.
- ASTM International, 2017, Standard Test Methods for Determining the Amount of Material Finer than 75- μm (No. 200) Sieve in Soils by Washing, D1140-17: West Conshohocken, Pa., ASTM International, Annual Book of Standards, V. 04.08, Soil and Rock (I): D420 - D5876, available: www.astm.org.
- ASTM International, 2019, Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass, D2216-19: West Conshohocken, Pa., ASTM International, Annual Book of Standards, V. 04.08, Soil and Rock (I): D420 - D5876, 7 p., available: www.astm.org.
- International Code Council, Inc., 2015, International Building Code: Country Club Hills, Ill., International Code Council, Inc., 691 p.
- Reidel, S.P., and Fecht, K.R., 1994, Geologic Map of the Richland 1:100,000 Quadrangle, Washington: Washington Division of Geology and Earth Resources, Open File Report 94-8, available: <https://ngmdb.usgs.gov>
- Sowers, G.F., and Hedges, C.S., 1966, Dynamic Cone for Shallow In-Situ Penetration Testing, ASTM STP 399: West Conshohocken, Pa., ASTM International, Special Technical Publication
- U.S. Geological Society (USGS), 2020, U.S. Quaternary Faults Database, USGS Earthquakes Hazard Program: accessed July 28, 2020 at: <https://usgs.maps.arcgis.com/apps/webappviewer/index.html?id=5a6038b3a1684561a9b0aadf88412fcf>
- Washington State Department of Ecology, 2019, Stormwater Management Manual for Eastern Washington; Olympia, Wash, Washington State Department of Ecology Water Quality Program.

Washington Department of Natural Resources, 2020, Washington Geologic Information Portal – Natural Hazards Map: accessed July 28, 2020 at:
https://geologyportal.dnr.wa.gov/#natural_hazards

Washington Department of Transportation (WSDOT), 2019, Standard Specifications for Road, Bridge, and Municipal Construction: Olympia, Wash., WSDOT, Manual M 41-10, 1 v., September, available:
<http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>.

DRAFT



Country Acres Residential Development
Barren County, Washington

SITE AND EXPLORATION PLAN

July 2020
105985-001

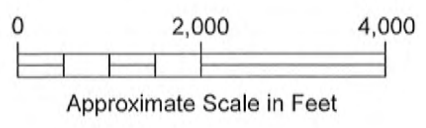
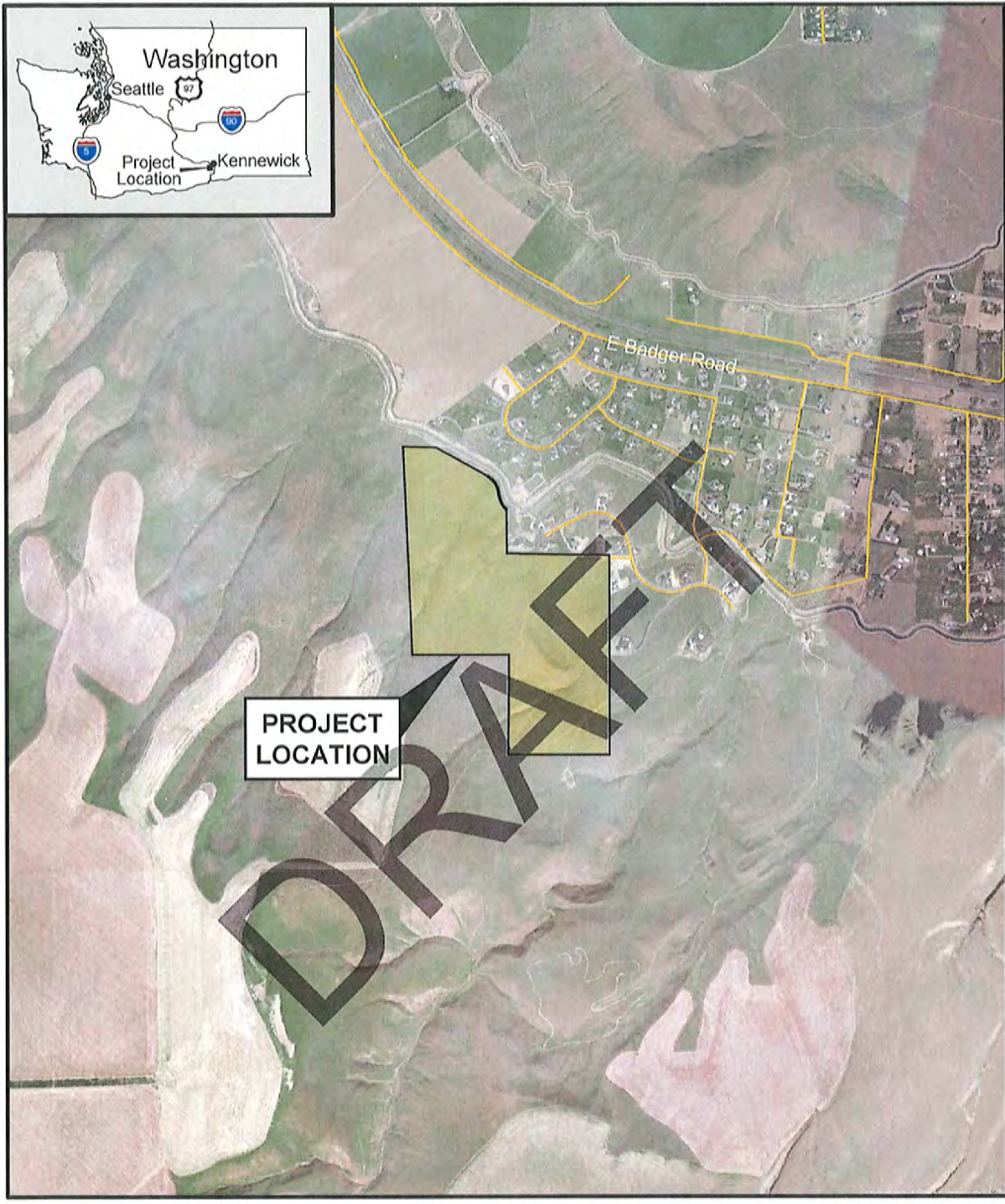


Scale in Feet



LEGEND:
 Test Pit Designation and
 Approximate Location





Country Acres Residential Development Benton County, Washington	
VICINITY MAP	
July 2020	105668-001
SHANNON & WILSON, INC. GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS	FIG. 1

Appendix A

Test Pit Logs

CONTENTS

- Soil Description and Log Key – Figure A-1 (3 sheets)
- Test Pit Logs – Figures A-2 through A-9

DRAFT

Shannon & Wilson, Inc. (S&W), uses a soil identification system modified from the Unified Soil Classification System (USCS). Elements of the USCS and other definitions are provided on this and the following pages. Soil descriptions are based on visual-manual procedures (ASTM D2488) and laboratory testing procedures (ASTM D2487), if performed.

S&W INORGANIC SOIL CONSTITUENT DEFINITIONS

CONSTITUENT ²	FINE-GRAINED SOILS (50% or more fines) ¹	COARSE-GRAINED SOILS (less than 50% fines) ¹
Major	<i>Silt, Lean Clay, Elastic Silt, or Fat Clay</i> ³	<i>Sand or Gravel</i> ⁴
Modifying (Secondary) Precedes major constituent	30% or more coarse-grained: <i>Sandy or Gravelly</i> ⁴	More than 12% fine-grained: <i>Silty or Clayey</i> ³
Minor Follows major constituent	15% to 30% coarse-grained: <i>with Sand or with Gravel</i> ⁴ 30% or more total coarse-grained and lesser coarse-grained constituent is 15% or more: <i>with Sand or with Gravel</i> ⁵	5% to 12% fine-grained: <i>with Silt or with Clay</i> ³ 15% or more of a second coarse-grained constituent: <i>with Sand or with Gravel</i> ⁵

¹All percentages are by weight of total specimen passing a 3-inch sieve.
²The order of terms is: *Modifying Major with Minor*.
³Determined based on behavior.
⁴Determined based on which constituent comprises a larger percentage.
⁵Whichever is the lesser constituent.

MOISTURE CONTENT TERMS

Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water, from below water table

STANDARD PENETRATION TEST (SPT) SPECIFICATIONS

Hammer:	140 pounds with a 30-inch free fall. Rope on 6- to 10-inch-diam. cathead 2-1/4 rope turns, > 100 rpm NOTE: If automatic hammers are used, blow counts shown on boring logs should be adjusted to account for efficiency of hammer.
Sampler:	10 to 30 inches long Shoe I.D. = 1.375 inches Barrel I.D. = 1.5 inches Barrel O.D. = 2 inches
N-Value:	Sum blow counts for second and third 6-inch increments. Refusal: 50 blows for 6 inches or less; 10 blows for 0 inches.
NOTE: Penetration resistances (N-values) shown on boring logs are as recorded in the field and have not been corrected for hammer efficiency, overburden, or other factors.	

PARTICLE SIZE DEFINITIONS

DESCRIPTION	SIEVE NUMBER AND/OR APPROXIMATE SIZE
FINES	< #200 (0.075 mm = 0.003 in.)
SAND Fine Medium Coarse	#200 to #40 (0.075 to 0.4 mm; 0.003 to 0.02 in.) #40 to #10 (0.4 to 2 mm; 0.02 to 0.08 in.) #10 to #4 (2 to 4.75 mm; 0.08 to 0.187 in.)
GRAVEL Fine Coarse	#4 to 3/4 in. (4.75 to 19 mm; 0.187 to 0.75 in.) 3/4 to 3 in. (19 to 76 mm)
COBBLES	3 to 12 in. (76 to 305 mm)
BOULDERS	> 12 in. (305 mm)

RELATIVE DENSITY / CONSISTENCY

COHESIONLESS SOILS		COHESIVE SOILS	
N, SPT, BLOWS/FT.	RELATIVE DENSITY	N, SPT, BLOWS/FT.	RELATIVE CONSISTENCY
< 4	Very loose	< 2	Very soft
4 - 10	Loose	2 - 4	Soft
10 - 30	Medium dense	4 - 8	Medium stiff
30 - 50	Dense	8 - 15	Stiff
> 50	Very dense	15 - 30	Very stiff
		> 30	Hard

WELL AND BACKFILL SYMBOLS

	Bentonite		Surface Cement Seal
	Cement Grout		Asphalt or Cap
	Bentonite Grout		Slough
	Bentonite Chips		Inclinometer or Non-perforated Casing
	Silica Sand		Vibrating Wire Piezometer
	Perforated or Screened Casing		

PERCENTAGES TERMS^{1,2}

Trace	< 5%
Few	5 to 10%
Little	15 to 25%
Some	30 to 45%
Mostly	50 to 100%

¹Gravel, sand, and fines estimated by mass. Other constituents, such as organics, cobbles, and boulders, estimated by volume.

²Reprinted, with permission, from ASTM D2488 - 09a Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428. A copy of the complete standard may be obtained from ASTM International, www.astm.org.

Country Acres Residential Development
Benton County, Washington

SOIL DESCRIPTION AND LOG KEY

July 2020

105668-001

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. A-1
Sheet 1 of 3

UNIFIED SOIL CLASSIFICATION SYSTEM (USCS)
 (Modified From USACE Tech Memo 3-357, ASTM D2487, and ASTM D2488)

MAJOR DIVISIONS		GROUP/GRAPHIC SYMBOL	TYPICAL IDENTIFICATIONS	
COARSE-GRAINED SOILS (more than 50% retained on No. 200 sieve)	Gravels (more than 50% of coarse fraction retained on No. 4 sieve)	Gravel (less than 5% fines)	GW 	Well-Graded Gravel; Well-Graded Gravel with Sand
			GP 	Poorly Graded Gravel; Poorly Graded Gravel with Sand
		Silty or Clayey Gravel (more than 12% fines)	GM 	Silty Gravel; Silty Gravel with Sand
			GC 	Clayey Gravel; Clayey Gravel with Sand
	Sands (50% or more of coarse fraction passes the No. 4 sieve)	Sand (less than 5% fines)	SW 	Well-Graded Sand; Well-Graded Sand with Gravel
			SP 	Poorly Graded Sand; Poorly Graded Sand with Gravel
		Silty or Clayey Sand (more than 12% fines)	SM 	Silty Sand; Silty Sand with Gravel
			SC 	Clayey Sand; Clayey Sand with Gravel
FINE-GRAINED SOILS (50% or more passes the No. 200 sieve)	Silts and Clays (liquid limit less than 50)	Inorganic	ML 	Silt; Silt with Sand or Gravel; Sandy or Gravelly Silt
			CL 	Lean Clay; Lean Clay with Sand or Gravel; Sandy or Gravelly Lean Clay
		Organic	OL 	Organic Silt or Clay; Organic Silt or Clay with Sand or Gravel; Sandy or Gravelly Organic Silt or Clay
	Silts and Clays (liquid limit 50 or more)	Inorganic	MH 	Elastic Silt; Elastic Silt with Sand or Gravel; Sandy or Gravelly Elastic Silt
			CH 	Fat Clay; Fat Clay with Sand or Gravel; Sandy or Gravelly Fat Clay
		Organic	OH 	Organic Silt or Clay; Organic Silt or Clay with Sand or Gravel; Sandy or Gravelly Organic Silt or Clay
HIGHLY-ORGANIC SOILS	Primarily organic matter, dark in color, and organic odor	PT 	Peat or other highly organic soils (see ASTM D4427)	

NOTE: No. 4 size = 4.75 mm = 0.187 in.; No. 200 size = 0.075 mm = 0.003 in.

NOTES

- Dual symbols (symbols separated by a hyphen, i.e., SP-SM, Sand with Silt) are used for soils with between 5% and 12% fines or when the liquid limit and plasticity index values plot in the CL-ML area of the plasticity chart. Graphics shown on the logs for these soil types are a combination of the two graphic symbols (e.g., SP and SM).
- Borderline symbols (symbols separated by a slash, i.e., CL/ML, Lean Clay to Silt; SP-SM/SM, Sand with Silt to Silty Sand) indicate that the soil properties are close to the defining boundary between two groups.

Country Acres Residential Development
 Benton County, Washington

**SOIL DESCRIPTION
 AND LOG KEY**

July 2020

105668-001

SHANNON & WILSON, INC.
 Geotechnical and Environmental Consultants

FIG. A-1
 Sheet 2 of 3

GRADATION TERMS

Poorly Graded	Narrow range of grain sizes present or, within the range of grain sizes present, one or more sizes are missing (Gap Graded). Meets criteria in ASTM D2487, if tested.
Well-Graded	Full range and even distribution of grain sizes present. Meets criteria in ASTM D2487, if tested.

CEMENTATION TERMS¹

Weak	Crumbles or breaks with handling or slight finger pressure.
Moderate	Crumbles or breaks with considerable finger pressure.
Strong	Will not crumble or break with finger pressure.

PLASTICITY²

DESCRIPTION	VISUAL-MANUAL CRITERIA	APPROX. PLASTICITY INDEX RANGE
Nonplastic	A 1/8-in. thread cannot be rolled at any water content.	< 4
Low	A thread can barely be rolled and a lump cannot be formed when drier than the plastic limit.	4 to 10
Medium	A thread is easy to roll and not much time is required to reach the plastic limit. The thread cannot be rerolled after reaching the plastic limit. A lump crumbles when drier than the plastic limit.	10 to 20
High	It takes considerable time rolling and kneading to reach the plastic limit. A thread can be rerolled several times after reaching the plastic limit. A lump can be formed without crumbling when drier than the plastic limit.	> 20

ADDITIONAL TERMS

Mottled	Irregular patches of different colors.
Bioturbated	Soil disturbance or mixing by plants or animals.
Diamict	Nonsorted sediment; sand and gravel in silt and/or clay matrix.
Cuttings	Material brought to surface by drilling.
Slough	Material that caved from sides of borehole.
Sheared	Disturbed texture, mix of strengths.

PARTICLE ANGULARITY AND SHAPE TERMS¹

Angular	Sharp edges and unpolished planar surfaces.
Subangular	Similar to angular, but with rounded edges.
Subrounded	Nearly planar sides with well-rounded edges.
Rounded	Smoothly curved sides with no edges.
Flat	Width/thickness ratio > 3.
Elongated	Length/width ratio > 3.

ACRONYMS AND ABBREVIATIONS

ATD	At Time of Drilling
Diam.	Diameter
Elev.	Elevation
ft.	Feet
FeO	Iron Oxide
gal.	Gallons
Horiz.	Horizontal
HSA	Hollow Stem Auger
I.D.	Inside Diameter
in.	Inches
lbs.	Pounds
MgO	Magnesium Oxide
mm	Millimeter
MnO	Manganese Oxide
NA	Not Applicable or Not Available
NP	Nonplastic
O.D.	Outside Diameter
OW	Observation Well
pcf	Pounds per Cubic Foot
PID	Photo-Ionization Detector
PMT	Pressuremeter Test
ppm	Parts per Million
psi	Pounds per Square Inch
PVC	Polyvinyl Chloride
rpm	Rotations per Minute
SPT	Standard Penetration Test
USCS	Unified Soil Classification System
q _u	Unconfined Compressive Strength
VWP	Vibrating Wire Piezometer
Vert.	Vertical
WOH	Weight of Hammer
WOR	Weight of Rods
Wt.	Weight

STRUCTURE TERMS¹

Interbedded	Alternating layers of varying material or color with layers at least 1/4-inch thick; singular: bed.
Laminated	Alternating layers of varying material or color with layers less than 1/4-inch thick; singular: lamination.
Fissured	Breaks along definite planes or fractures with little resistance.
Slickensided	Fracture planes appear polished or glossy; sometimes striated.
Blocky	Cohesive soil that can be broken down into small angular lumps that resist further breakdown.
Lensed	Inclusion of small pockets of different soils, such as small lenses of sand scattered through a mass of clay.
Homogeneous	Same color and appearance throughout.

Country Acres Residential Development
Benton County, Washington

SOIL DESCRIPTION AND LOG KEY

July 2020

105668-001

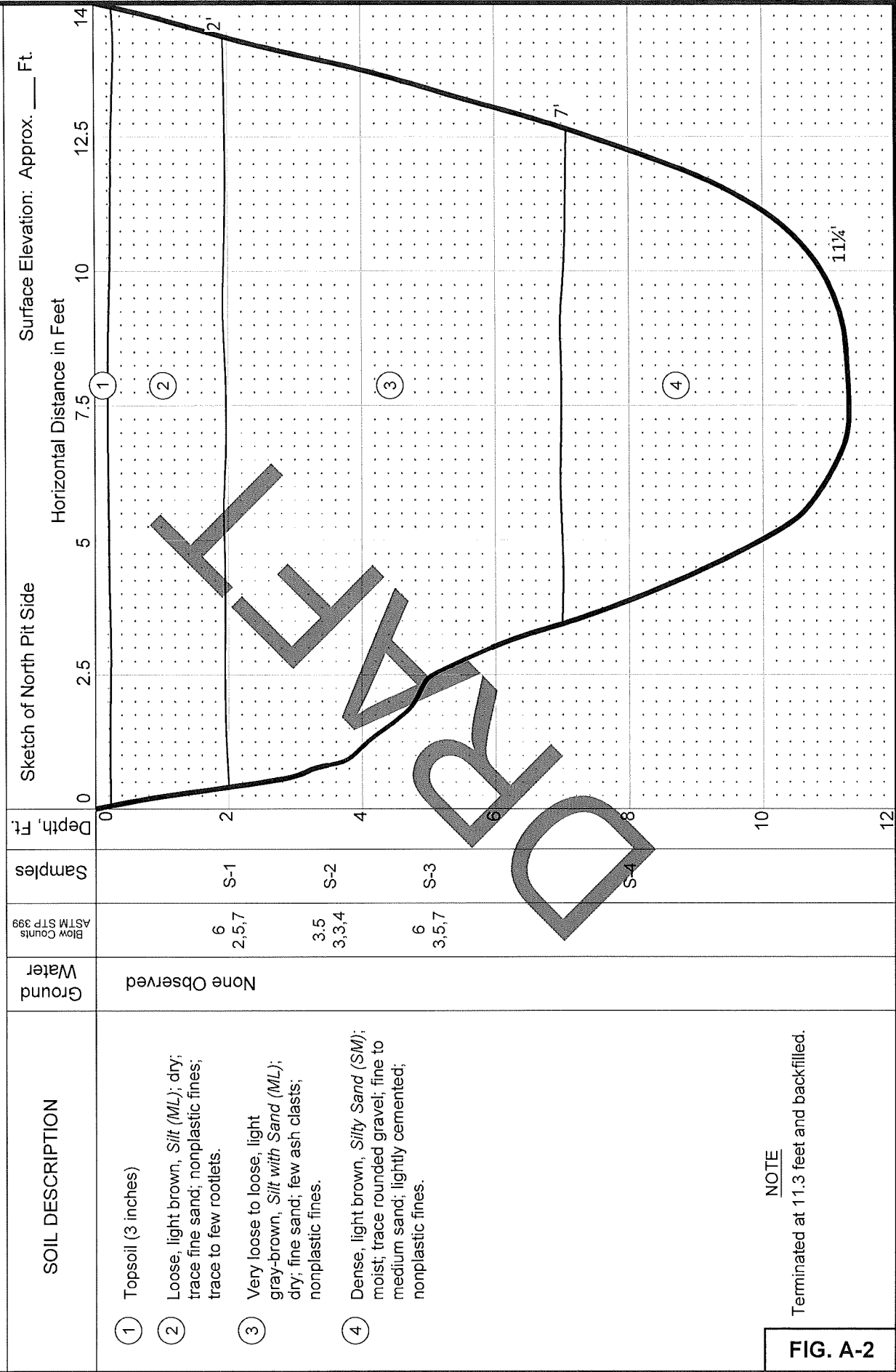
SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. A-1
Sheet 3 of 3

¹Reprinted, with permission, from ASTM D2488 - 09a Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428. A copy of the complete standard may be obtained from ASTM International, www.astm.org.

²Adapted, with permission, from ASTM D2488 - 09a Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), copyright ASTM International, 100 Barr Harbor Drive, West Conshohocken, PA 19428. A copy of the complete standard may be obtained from ASTM International, www.astm.org.

LOG OF TEST PIT TP-1



NOTE
 Terminated at 11.3 feet and backfilled.

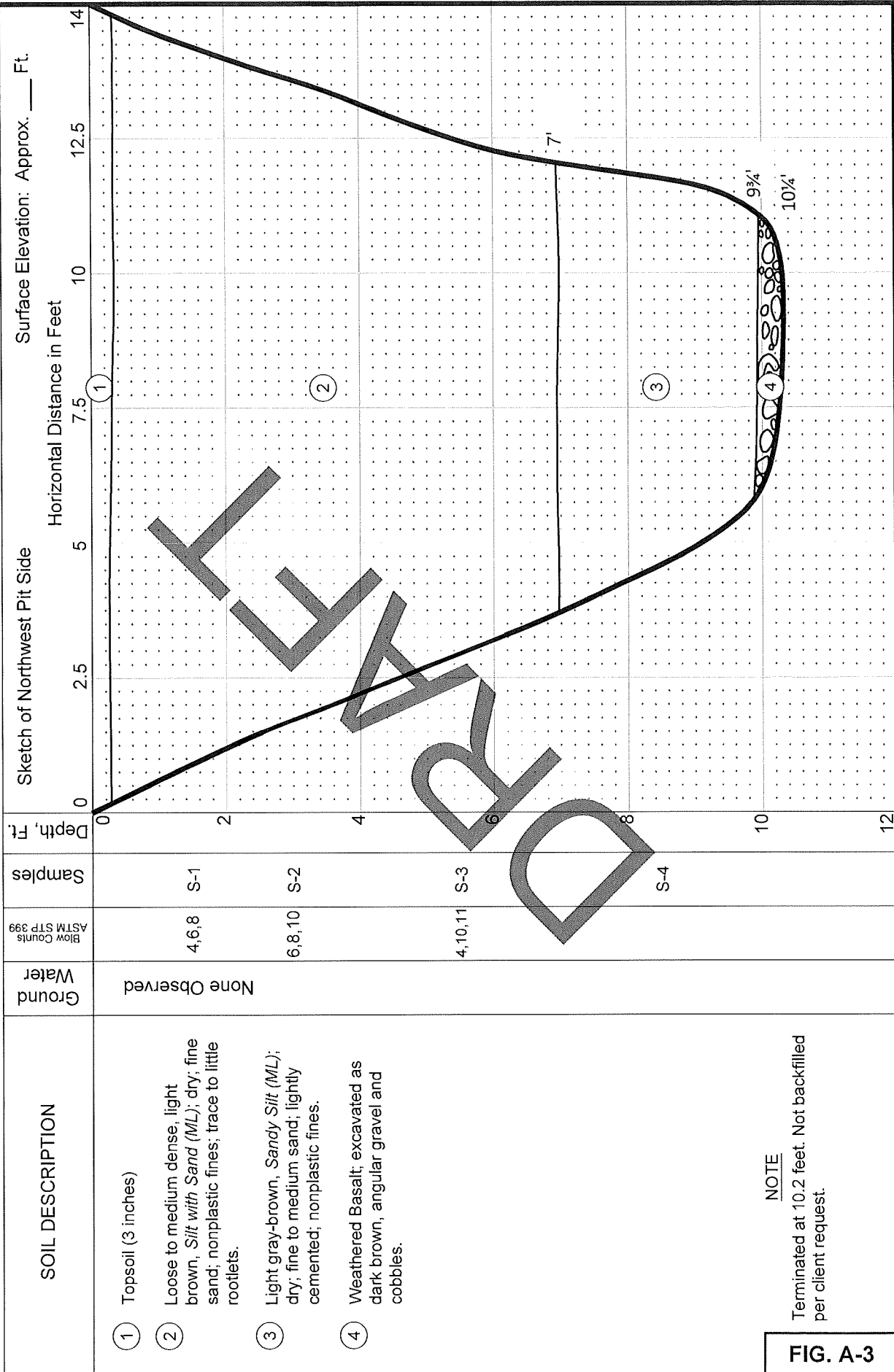
FIG. A-2



JOB NO: 105668-001 DATE: 7-9-2020 LOCATION: 46.16685, -119.34073

PROJECT: County Acres Development

LOG OF TEST PIT TP-2



NOTE
Terminated at 10.2 feet. Not backfilled per client request.

FIG. A-3

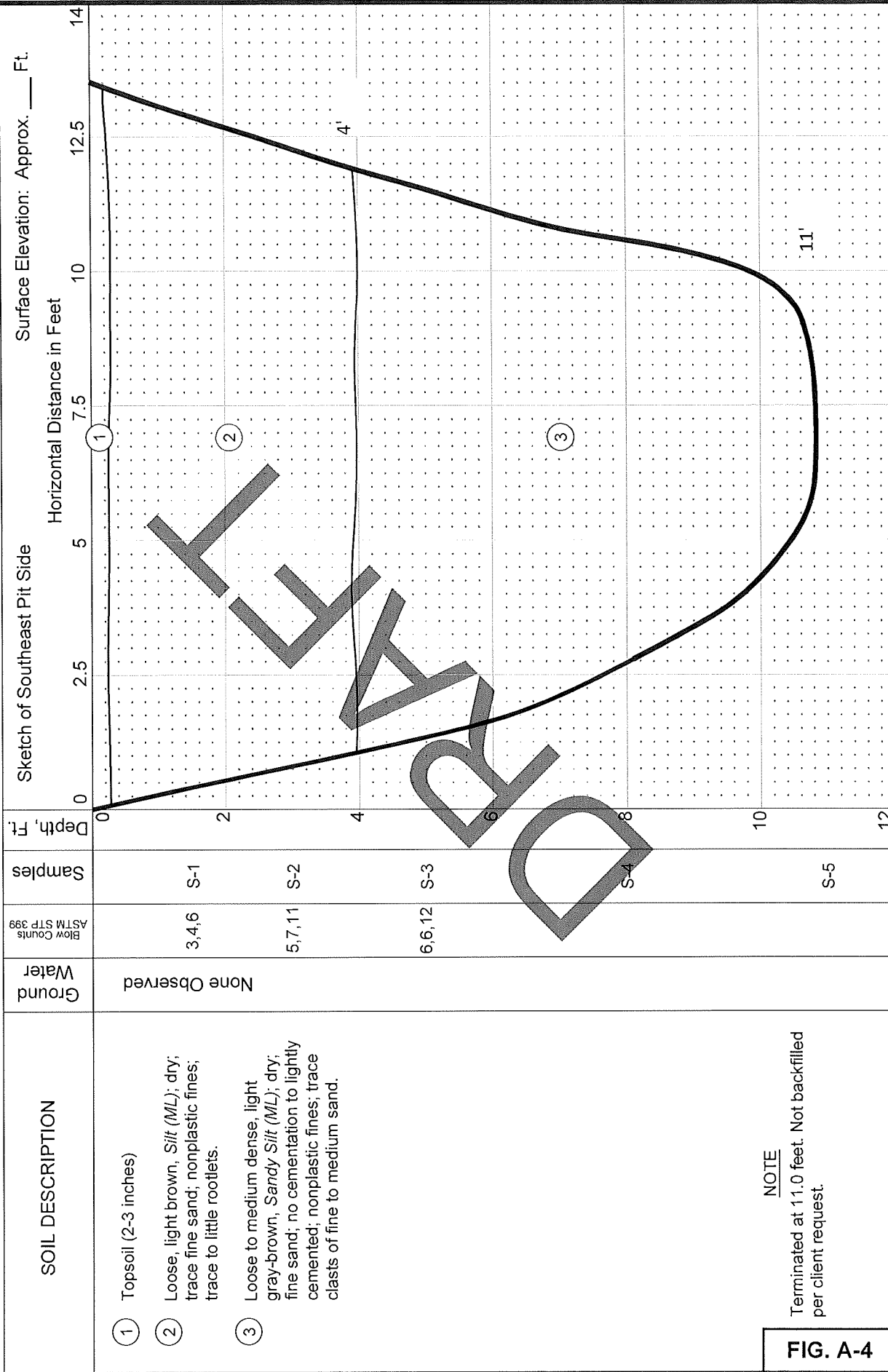


FIG. A-4

JOB NO: 105668-001 DATE: 7-9-2020 LOCATION: 46.16875, -119.34280
 PROJECT: County Acres Development

SHANNON & WILSON INC.
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-4

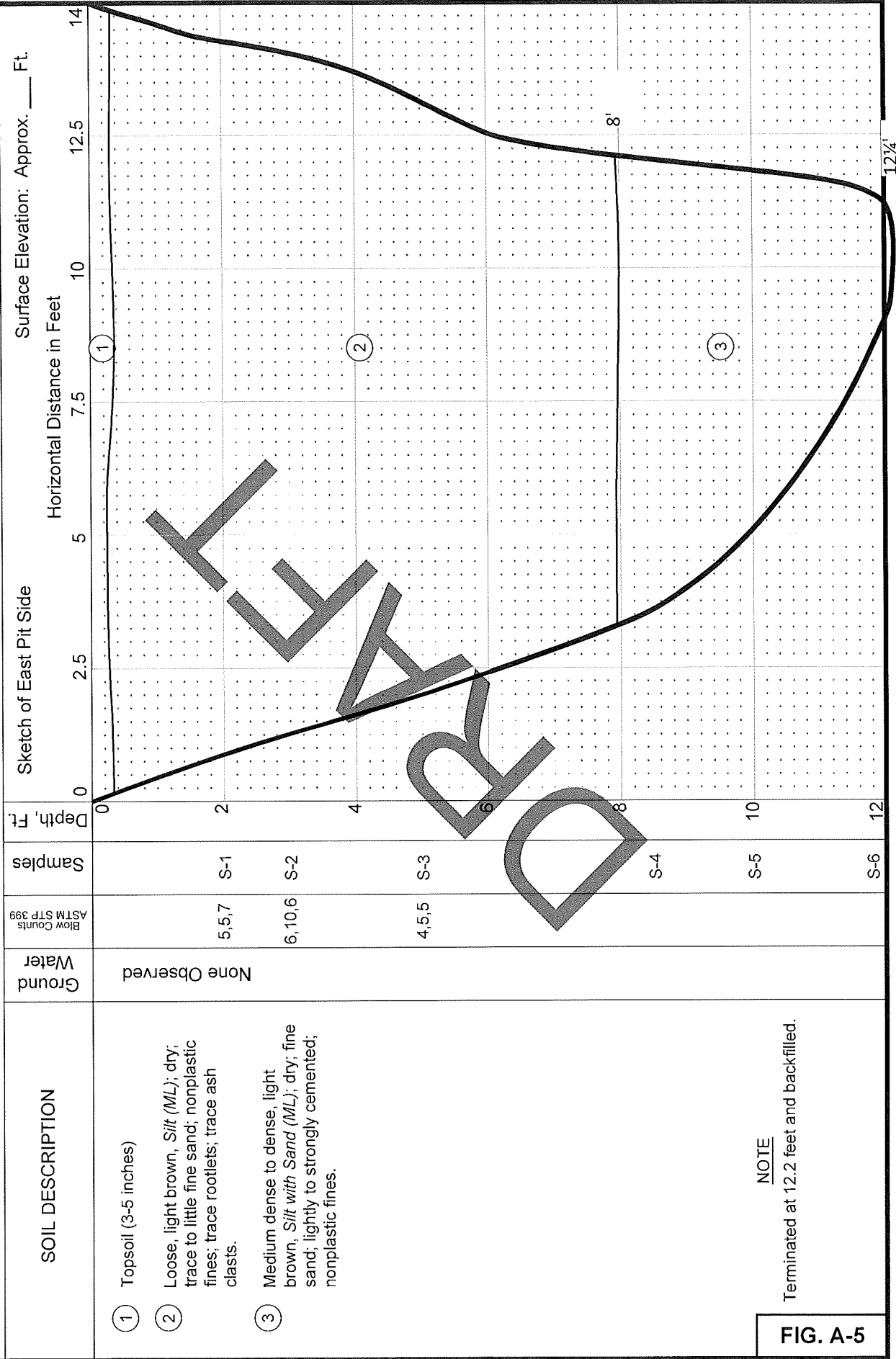
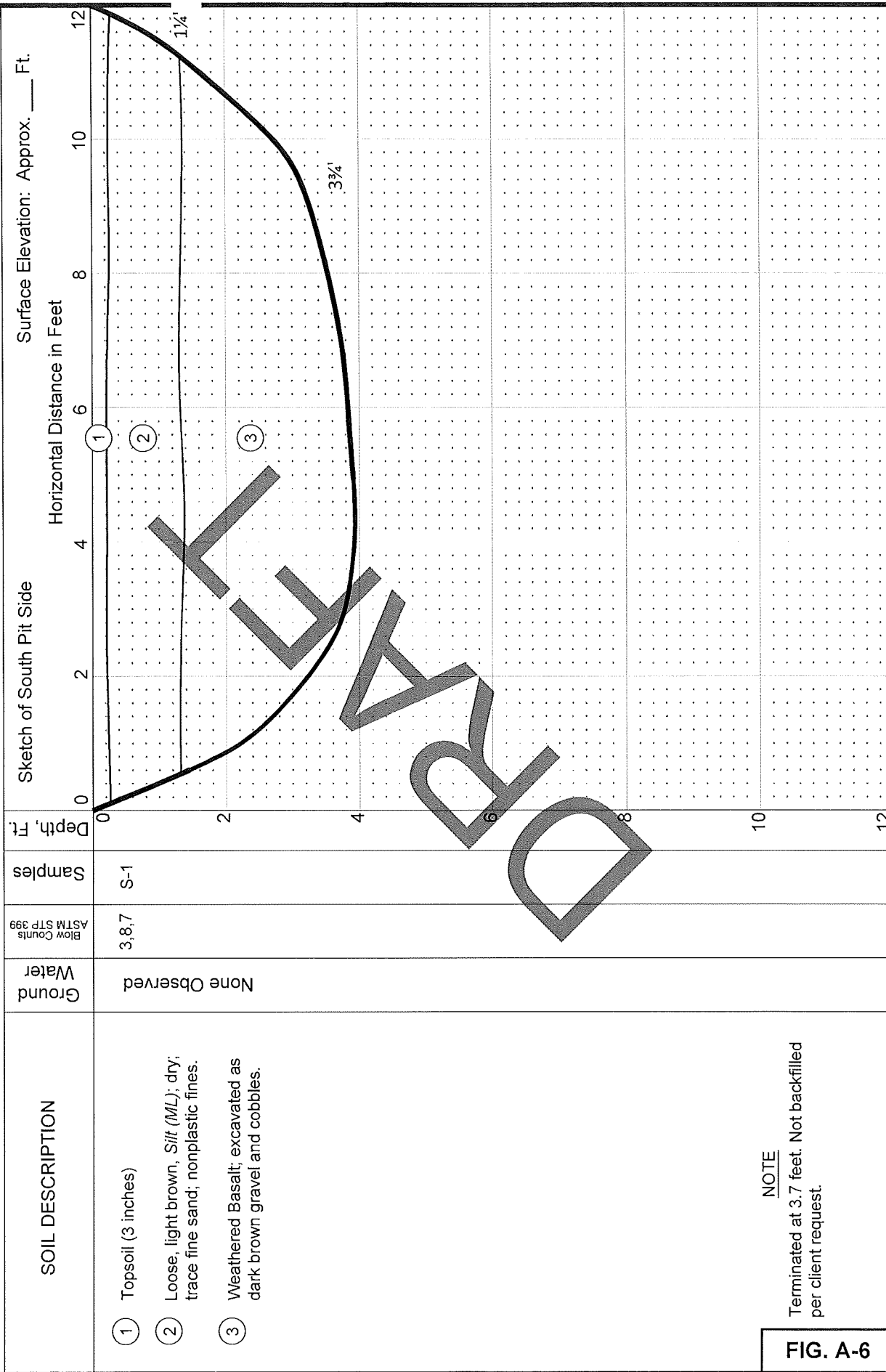


FIG. A-5

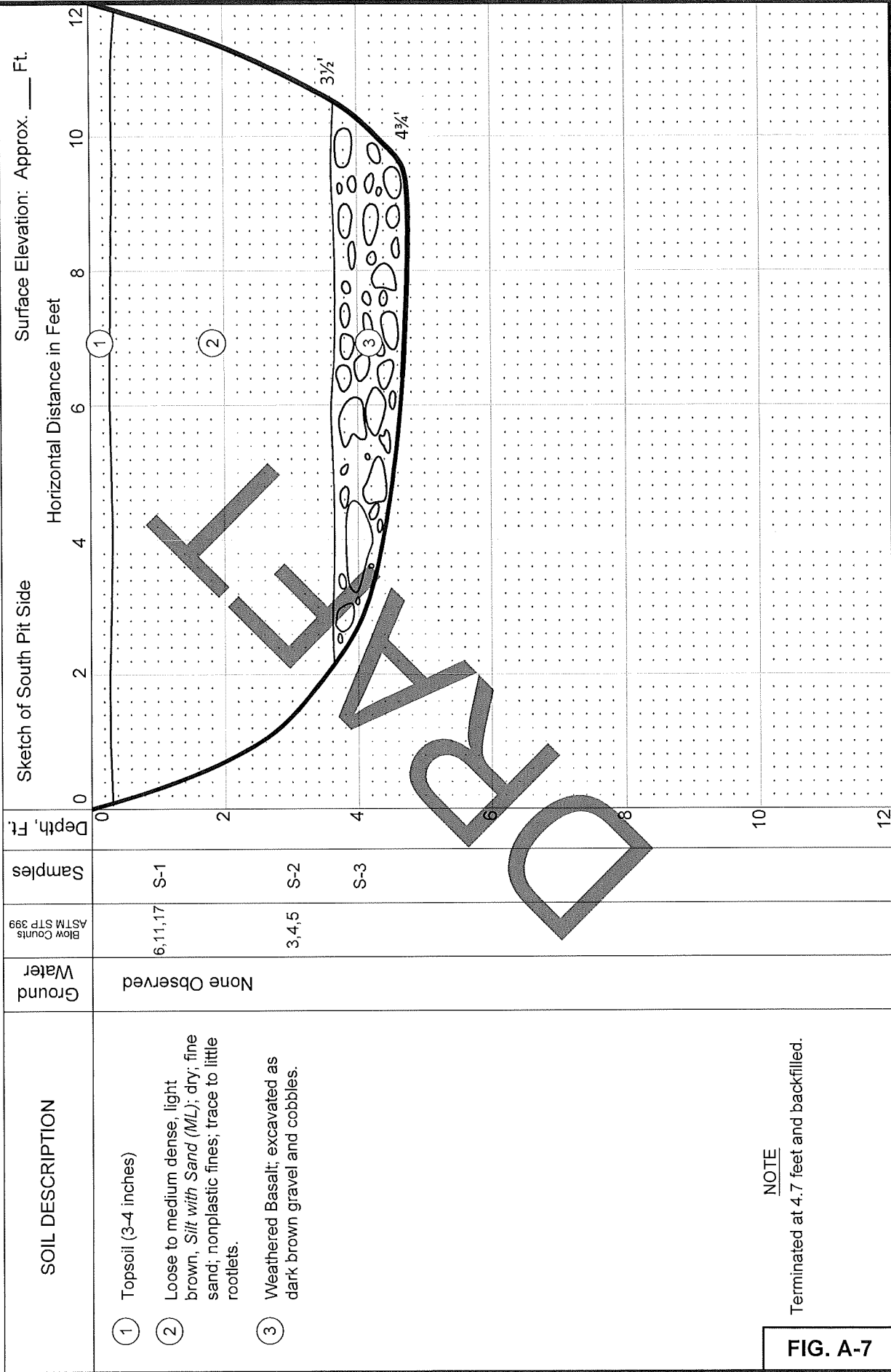


NOTE
 Terminated at 3.7 feet. Not backfilled per client request.

FIG. A-6

SHANNON & WILSON, INC.
MECHANICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-6

JOB NO: 105668-001 DATE: 7-9-2020 LOCATION: 46.16758, -119.34612
 PROJECT: County Acres Development

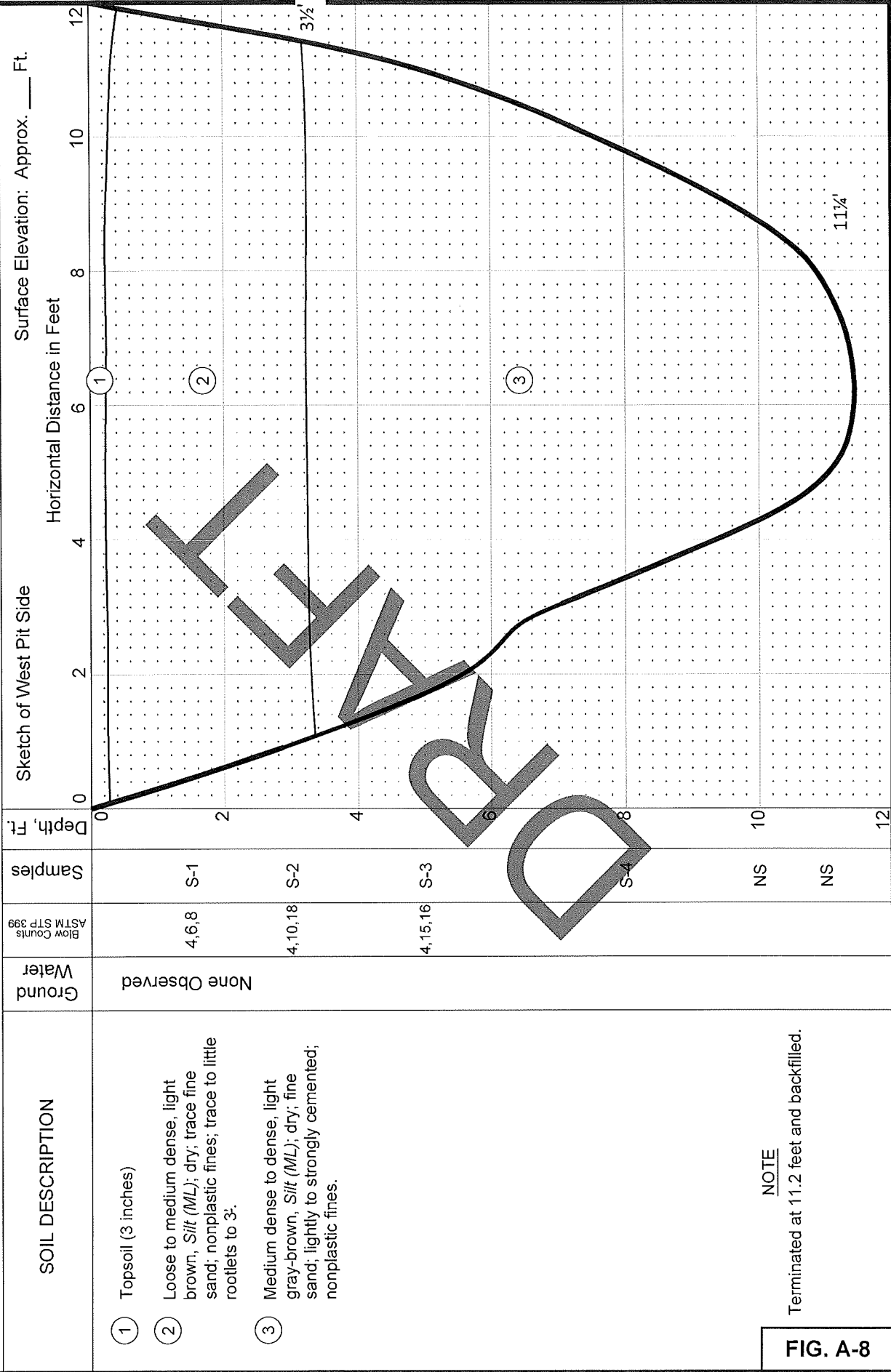


NOTE
 Terminated at 4.7 feet and backfilled.

FIG. A-7

JOB NO: 105668-001 DATE: 7-9-2020 LOCATION: 46.16984, -119.34744
 PROJECT: County Acres Development

SHANNON & WILSON, INC.
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-7



Ground Water	Blow Counts ASTM STP 399	Samples	Depth, Ft.
None Observed	4, 6, 8	S-1	0 - 3
	4, 10, 18	S-2	3 - 4
	4, 15, 16	S-3	4 - 15
		S-4	11.2
		NS	11.2
		NS	11.2

SOIL DESCRIPTION

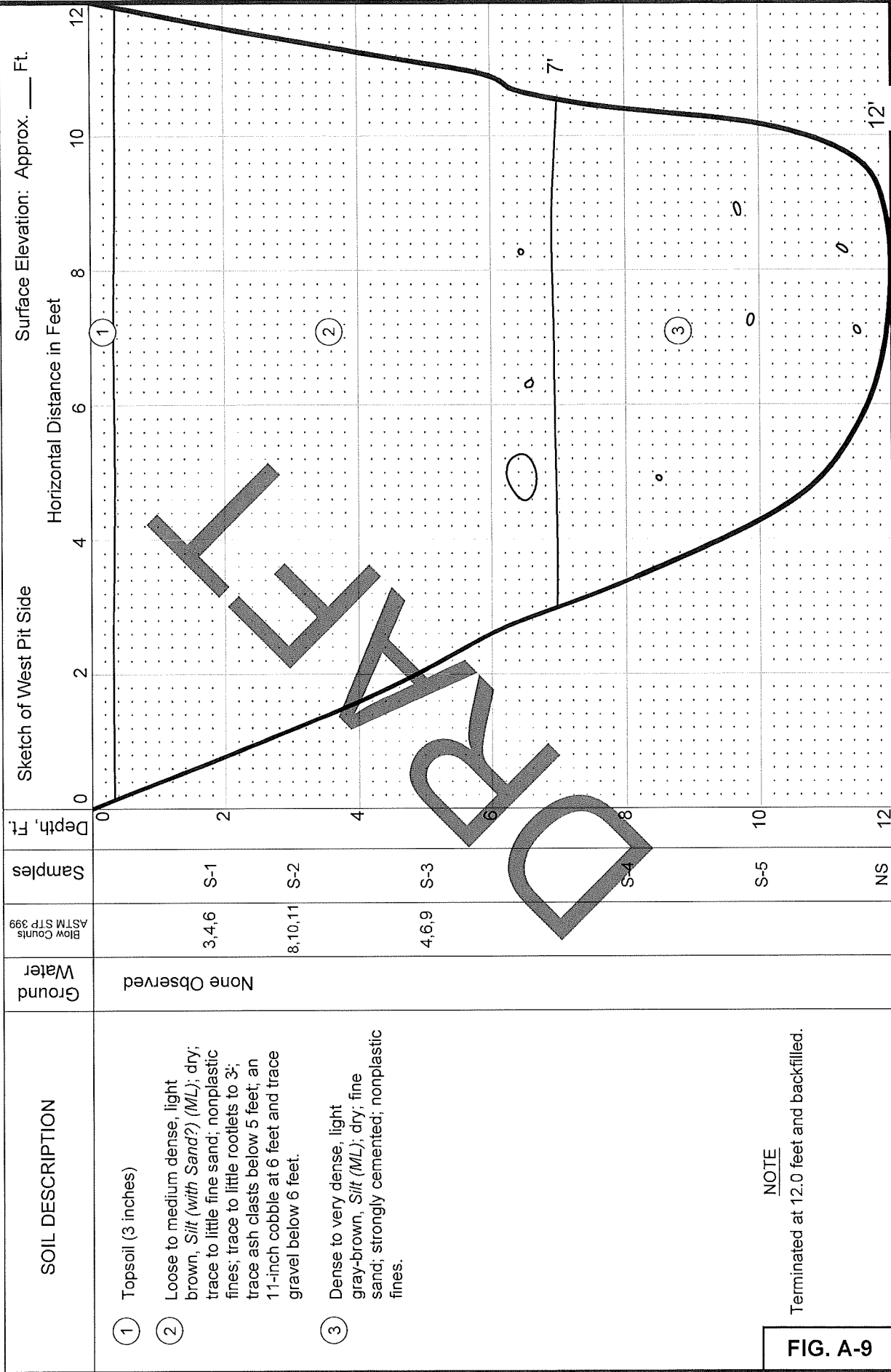
- ① Topsoil (3 inches)
- ② Loose to medium dense, light brown, *Silt (ML)*; dry; trace fine sand; nonplastic fines; trace to little rootlets to 3".
- ③ Medium dense to dense, light gray-brown, *Silt (ML)*; dry; fine sand; lightly to strongly cemented; nonplastic fines.

NOTE
 Terminated at 11.2 feet and backfilled.

FIG. A-8

JOB NO: 105668-001 DATE: 7-9-2020 LOCATION: 46.17110, -119.34578
 PROJECT: County Acres Development

SHANNON & WILSON, INC.
 GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
LOG OF TEST PIT TP-8



NOTE
 Terminated at 12.0 feet and backfilled.

FIG. A-9

Appendix B

Laboratory Results

CONTENTS

- Grain Size Distribution and Moisture Content – Figure B-1

APPENDIX B: LABORATORY RESULTS

DRAFT

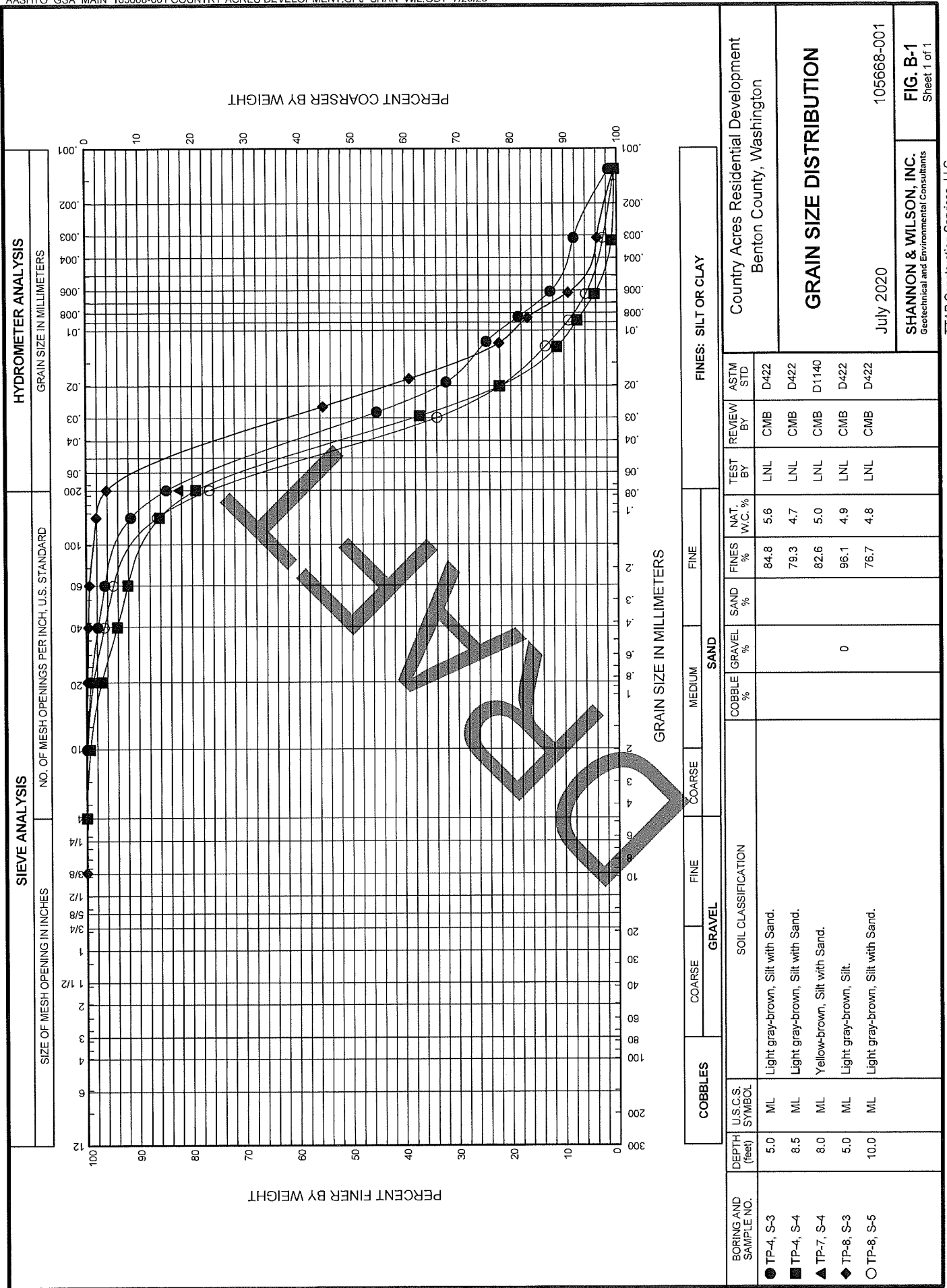


FIG. B-1

Important Information

About Your Geotechnical Report

IMPORTANT INFORMATION

DRAFT

IMPORTANT INFORMATION ABOUT YOUR GEOECHANICAL REPORT

CONSULTING SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND FOR SPECIFIC CLIENTS.

Consultants prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise, your consultant prepared your report expressly for you and expressly for the purposes you indicated. No one other than you should apply this report for its intended purpose without first conferring with the consultant. No party should apply this report for any purpose other than that originally contemplated without first conferring with the consultant.

THE CONSULTANT'S REPORT IS BASED ON PROJECT-SPECIFIC FACTORS.

A geotechnical/environmental report is based on a subsurface exploration plan designed to consider a unique set of project-specific factors. Depending on the project, these may include the general nature of the structure and property involved; its size and configuration; its historical use and practice; the location of the structure on the site and its orientation; other improvements such as access roads, parking lots, and underground utilities; and the additional risk created by scope-of-service limitations imposed by the client. To help avoid costly problems, ask the consultant to evaluate how any factors that change subsequent to the date of the report may affect the recommendations. Unless your consultant indicates otherwise, your report should not be used (1) when the nature of the proposed project is changed (for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one, or chemicals are discovered on or near the site); (2) when the size, elevation, or configuration of the proposed project is altered; (3) when the location or orientation of the proposed project is modified; (4) when there is a change of ownership; or (5) for application to an adjacent site. Consultants cannot accept responsibility for problems that may occur if they are not consulted after factors that were considered in the development of the report have changed.

SUBSURFACE CONDITIONS CAN CHANGE.

Subsurface conditions may be affected as a result of natural processes or human activity. Because a geotechnical/environmental report is based on conditions that existed at the time of subsurface exploration, construction decisions should not be based on a report whose adequacy may have been affected by time. Ask the consultant to advise if additional tests are desirable before construction starts; for example, groundwater conditions commonly vary seasonally.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes, or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical/environmental report. The consultant should be kept apprised of any such events and should be consulted to determine if additional tests are necessary.

MOST RECOMMENDATIONS ARE PROFESSIONAL JUDGMENTS.

Site exploration and testing identifies actual surface and subsurface conditions only at those points where samples are taken. The data were extrapolated by your consultant, who then applied judgment to render an opinion about overall subsurface conditions. The actual interface between materials may be far more gradual or abrupt than your report indicates. Actual conditions in areas

not sampled may differ from those predicted in your report. While nothing can be done to prevent such situations, you and your consultant can work together to help reduce their impacts. Retaining your consultant to observe subsurface construction operations can be particularly beneficial in this respect.

A REPORT'S CONCLUSIONS ARE PRELIMINARY.

The conclusions contained in your consultant's report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site. Actual subsurface conditions can be discerned only during earthwork; therefore, you should retain your consultant to observe actual conditions and to provide conclusions. Only the consultant who prepared the report is fully familiar with the background information needed to determine whether or not the report's recommendations based on those conclusions are valid and whether or not the contractor is abiding by applicable recommendations. The consultant who developed your report cannot assume responsibility or liability for the adequacy of the report's recommendations if another party is retained to observe construction.

THE CONSULTANT'S REPORT IS SUBJECT TO MISINTERPRETATION.

Costly problems can occur when other design professionals develop their plans based on misinterpretation of a geotechnical/environmental report. To help avoid these problems, the consultant should be retained to work with other project design professionals to explain relevant geotechnical, geological, hydrogeological, and environmental findings, and to review the adequacy of their plans and specifications relative to these issues.

EXPLORATION LOGS AND/OR MONITORING WELL DATA SHOULD NOT BE SEPARATED FROM THE REPORT.

Final exploration logs developed by the consultant are based upon interpretation of field logs (assembled by site personnel), field test results, and laboratory and/or office evaluation of field samples and data. Only final exploration logs and data are customarily included in geotechnical/environmental reports. These final logs should not, under any circumstances, be redrawn for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process.

To reduce the likelihood of exploration log or monitoring well misinterpretation, contractors should be given ready access to the complete geotechnical engineering/environmental report prepared or authorized for their use. If access is provided only to the report prepared for you, you should advise contractors of the report's limitations, assuming that a contractor was not one of the specific persons for whom the report was prepared, and that developing construction cost estimates was not one of the specific purposes for which it was prepared. While a contractor may gain important knowledge from a report prepared for another party, the contractor should discuss the report with your consultant and perform the additional or alternative work believed necessary to obtain the data specifically appropriate for construction cost estimating purposes. Some clients hold the mistaken impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes that aggravate them to a disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY.

Because geotechnical/environmental engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against consultants. To help prevent this problem, consultants have developed a number of clauses for use in their contracts, reports, and other documents. These responsibility clauses are not exculpatory clauses designed to transfer the consultant's liabilities to other parties; rather, they are definitive clauses that identify where the consultant's responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.

The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland

IMPORTANT INFORMATION**DRAFT**

Critical Areas Habitat Review

PREPARED FOR:

Ttap Construction
1313 North Young Street, Suite C
Kennewick, WA 99336

PROJECT:

Parcel 120882000004000
Benton County, Washington
H-2020-03

PREPARED BY:

Theresa R. Dusek
Natural Resources Ecologist

DATE: July 20, 2020

Table of Contents

Section	Page
1.0 Introduction.....	1
1.1 Site Location and Description.....	1
2.0 Document Review.....	1
2.1 Soil Survey Benton County Map	2
2.2 DNR and Fish and Wildlife Database Reviews.....	3
2.3 Benton County Map Review	4
3.0 Methods and Existing Conditions	4
3.1 Methods	4
3.2 Topography	4
3.3 Vegetation.....	5
3.4 Wildlife.....	7
4.0 Regulatory Requirements.....	8
5.0 Closure.....	9
6.0 References	10

Appendix

Photographs

1.0 INTRODUCTION

The purpose of this study is to review the 155-acre parcel and the surrounding area for critical areas including wetland, waters of the state, and fish and wildlife conservation areas specifically shrub-steppe habitat. We did not We review the site for evidence of current and past use of protected species including burrowing owls (*Athene cunicularia*), **Townsend’s Ground** Squirrels (*Uroditellus townsendii*), and raptors by looking for species presence, burrows, and nest sites. The 155-acre parcel is considered the study areas (site). We understand that you are proposing to purchase and subdivide the property into lots for development with single family residences.

1.1 Site Location and Description

The site which includes the 155-acre property is located on parcel 120882000004000 in Benton County, Washington (Section 20, T8N, R28E., W.M.) (Figure 1).

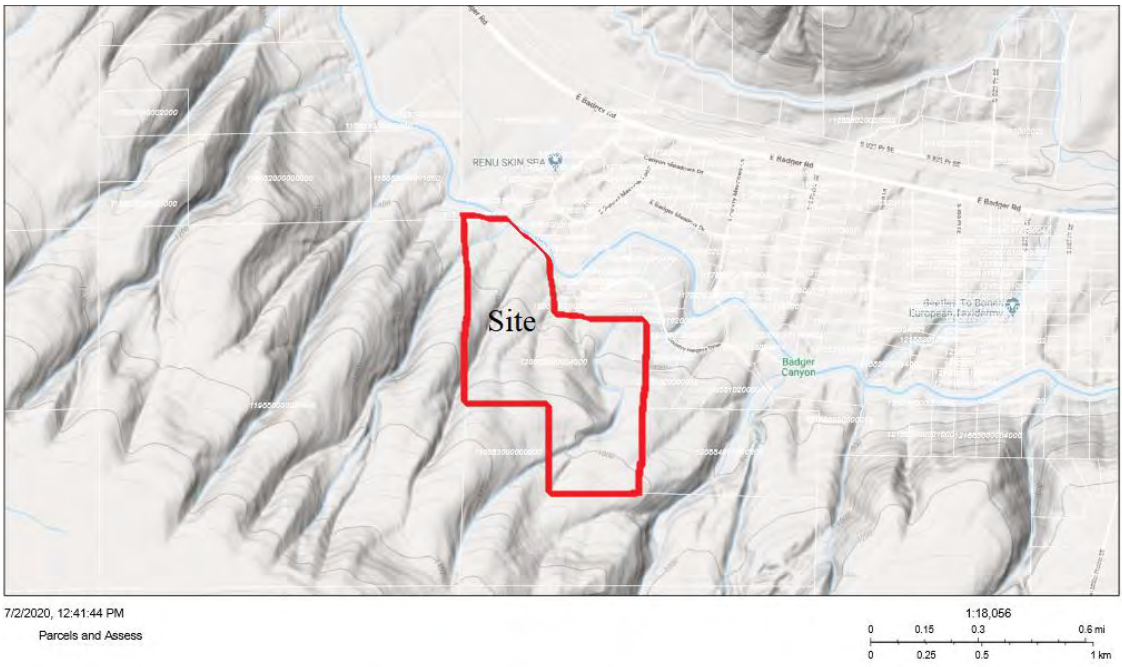


Figure 1: Vicinity and Site Map

Overall, the site and surrounding area contain northeast trending downslopes in the Horse Heaven Hills north of South Badger Canyon. Most of the site is dominated with highly impacted sagebrush shrub-steppe on silt loam soils without a cryptobiotic crust. Wetland, riparian areas, and streams are not located on or within 300 feet of the site. The Kennewick Main Irrigation Canal is located north of the western north property boundary. The remainder of the area north of the site contains single family residences. West of the site is undeveloped land like the site. East of the site are single family residences and undeveloped land. The southeast corner of the site and offsite area to the south had a fire in 2017. Figure 3 depicts the fire impact area. Badger Creek is located approximately 500 feet south of the site.

2.0 DOCUMENT REVIEW

A review of readily available documents was conducted to characterize the site and prior to the site visit.

2.1 Soil Survey Benton County Map

The Web *Soil Survey of Benton County Area, Washington* was reviewed to determine the general nature of soils on the subject site. The site is mapped as containing Ellisforde silt loam (Efb) (0-5% slope), Kiona very stoney silt loam (KnF) (30-65% slope), and Warden silt loam (WdAB, WdE3, and WdF) (0-5%, 15-30%, and 30-65% slopes). The site soils are well drained and none are hydric (wetland) soils.

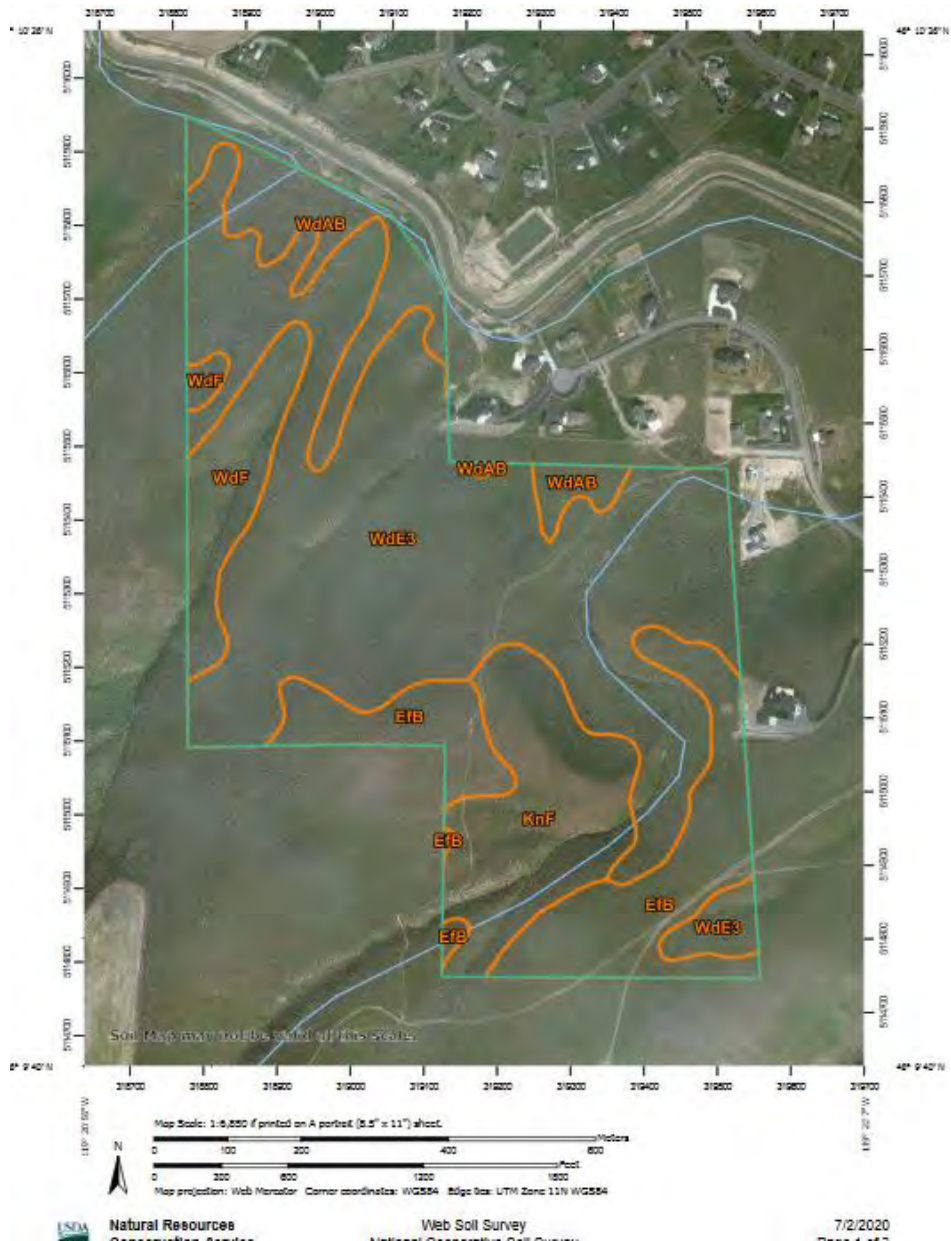


Figure 2: Soil Survey Map

2.2 DNR and Fish and Wildlife Database Reviews

According to the Washington State DNR, Natural Heritage Information System website, there are no known rare plant or rare nonvascular species occurrences on or near the site. Per the database request it was determined that *Artemisia tridentata* ssp. *wyomingensis* / *Pseudoroegneria spicata* Shrub Herbaceous Vegetation ecosystems is mapped in the specific township range and sections of the proposed project site (Section 20, Township 8 North, Range 28 East, W.M.). This plant association ecosystem is listed as S-3 vulnerable. S-3 systems are not rare or threatened systems.

According to the Washington State Department of Fish and Wildlife (WDFW) Priority Habitat and Species Database, the site is within a large polygon mapped as shrub-steppe habitat with mixed cliffs and talus, and **Townsend's ground squirrel habitat**, a state Candidate species. The larger polygon is documented breeding habitat used by raptors including Ferruginous hawk (*Buteo regalis*) a state Threatened species, prairie falcon (*Falco mexicanus*), and burrowing owls a state Candidate species. The nearest mapped burrowing owl habitat point is across the irrigation canal to the northeast approximately a half mile. Shrub-steppe, cliffs and talus are priority habitat per WDFW.

Review of the WDFW Forest Practices Application Review System (FPARS) Mapping Tool identified three unknown channel types on the site (Figure 3). Badger Creek that is approximately 500 feet south of the site has a spring approximately one-mile upstream per WDFW websites.

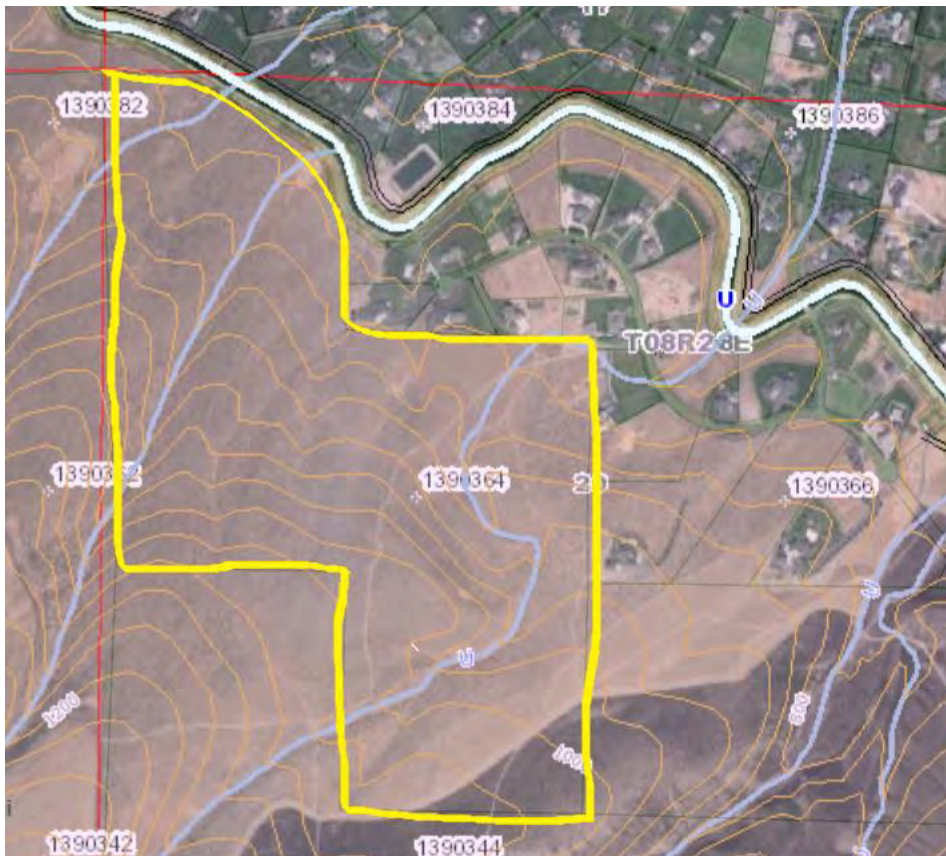


Figure 3: WDFW FPAR Map (<https://fpamt.dnr.wa.gov/default.aspx#>)

2.3 Benton County Map Review

The sites existing land cover is mapped as Agricultural Rangeland, comprehensive plan designation is Rural Remote, and zoning designation is RL-5. The Wetland Rivers and Streams Map indicates that there are three minor drainages on the site in the same locations as the WDFW FPAR Map and no wetlands on or within 500 feet of the site.

3.0 METHODS AND EXISTING CONDITIONS

3.1 Methods

We completed a site visits between July 7th and 12th, 2020 to evaluate the site and surrounding area. Weather was between the 60 and 80s during the site visits. A rain squall that lasted about 20 minutes occurred during one of our site visits. The site visits started at dawn three of the days, and late afternoon to until dusk on the remaining days. The visits included two trained biologists walking northwest to southeast trending transects parallel to topography across the site roughly 100 to 200 feet apart, and three north-south transects perpendicular to topography in the dry canyons. The steep vegetated slope near the center of the site was too steep to walk; therefore, we used binoculars to review this area over several days. Three 10- by 50-meter plots were used to measure species and areal cover of vegetation in each of the vegetation habitat types presented in Section 3.3 of this report. Visual, binocular, and auditory review occurred while walking the transects. Dominant vegetation, wildlife species and evidence of species including scat and burrows were noted during the site review. This survey was conducted in middle of summer and many vegetation species were completely desiccated and not identifiable; therefore, additional vegetation species are present.

Species that are mapped by Washington Department of Fish and Wildlife that may use the site include **Townsend's ground squirrels**, and potentially Ferruginous hawk, prairie falcon and burrowing owls. Species specific survey for ground squirrels did not occur since they are underground 8 months of the year or more and would not be active outside of spring and early summer. Review of the site did occur for potential burrows showing evidence of current and past use of the site by burrowing species. Any burrows documented would need further evaluation to determine species occupation during the appropriate time of the year or set the area aside as a conservation habitat.

The site was reviewed for wetlands and waters of the state in accordance with *U.S. Army Corps of Engineers Wetland Delineation Manual (1987)* and the *Arid West Regional Supplement to the 1987 Wetland Delineation Manual* and state and local requirements for streams.

Photographs of the existing conditions during my site visit are in Appendix B.

3.2 Topography

The topography on the site generally slopes down from the southwest to the northeast from 1040 to 720 feet in elevation (Figure 4). Dirt roads, off road vehicle trails and cattle trails crisscross the site and the steepest slope on the site is in the south-central portion of the site.



Figure 4: Benton County Topography Map
 (<https://bentonco.maps.arcgis.com/apps/webappviewer/index.html?id=428dcedbce17467b841844e8908bf3e7>)

3.3 Vegetation

Vegetation at the site is shrub-steppe of varying quality (see Figure 5).

1. Highly Impacted Shrub-steppe (HISS): Sagebrush (*Artemisia tridentata*) 40% to 60% aerial cover with an understory dominated by cheatgrass (*Bromus tectorum*) 60% aerial cover and bluebunch wheatgrass (*Pseudoroegneria spicata*) 20% aerial cover (see Appendix, Photographs 1 and 2). No intact cryobiotic crust and less than 5% aerial cover of forbs.
2. Highly impacted Grassland (HIGL): Bluebunch wheatgrass 30 to 60% aerial cover, cheatgrass 40 to 60% aerial cover and sagebrush 0% to 5% aerial cover (see Appendix, Photograph 1). No intact cryobiotic crust and 5% to 10% aerial cover of forbs. The fire burned areas on the site and south of the site contained the higher bluebunch wheatgrass cover, lower cheat grass cover and higher cover of forbs.

- Intact Shrub-steppe (ISS): Sagebrush 40% aerial cover, bluebunch wheatgrass 50% aerial cover and cheatgrass 20% areal cover. Intact cryobiotic crust and 5% to 10% aerial cover of forbs (see Appendix, Photograph 3). Seven wildlife burrows were observed in this habitat (see Appendix, Photograph 4). Roughly 0.6 acres.

The HISS and ISS plant communities were documented to contain Big sagebrush and some Big Wyoming sagebrush. A list of species observed on the site is in Table 1. The southern 6.5 acres of the site burned in a 2017 fire. Vegetation in the fire areas was impacted by creation of firebreaks and burning. Roughly 10 acres of the site is currently dirt roads and cleared areas, the site has been grazed by cattle and has been impacted by off road vehicles on a regular basis. and cut off from other habitat by the irrigation canal, roads, development, and agricultural uses upslope from the site (see Figure 6).

Offsite the shrub-steppe continues to the northwest and is then significantly narrowed by active agricultural land and development. Directly north of the site is the Kennewick Main Canal with dense residential development across the canal and residential development directly adjacent to the site near Homestead Road. South of the site is grasslands without a shrub component. Southwest of the site the shrub-steppe continues up the dry canyons and then has active agricultural land.

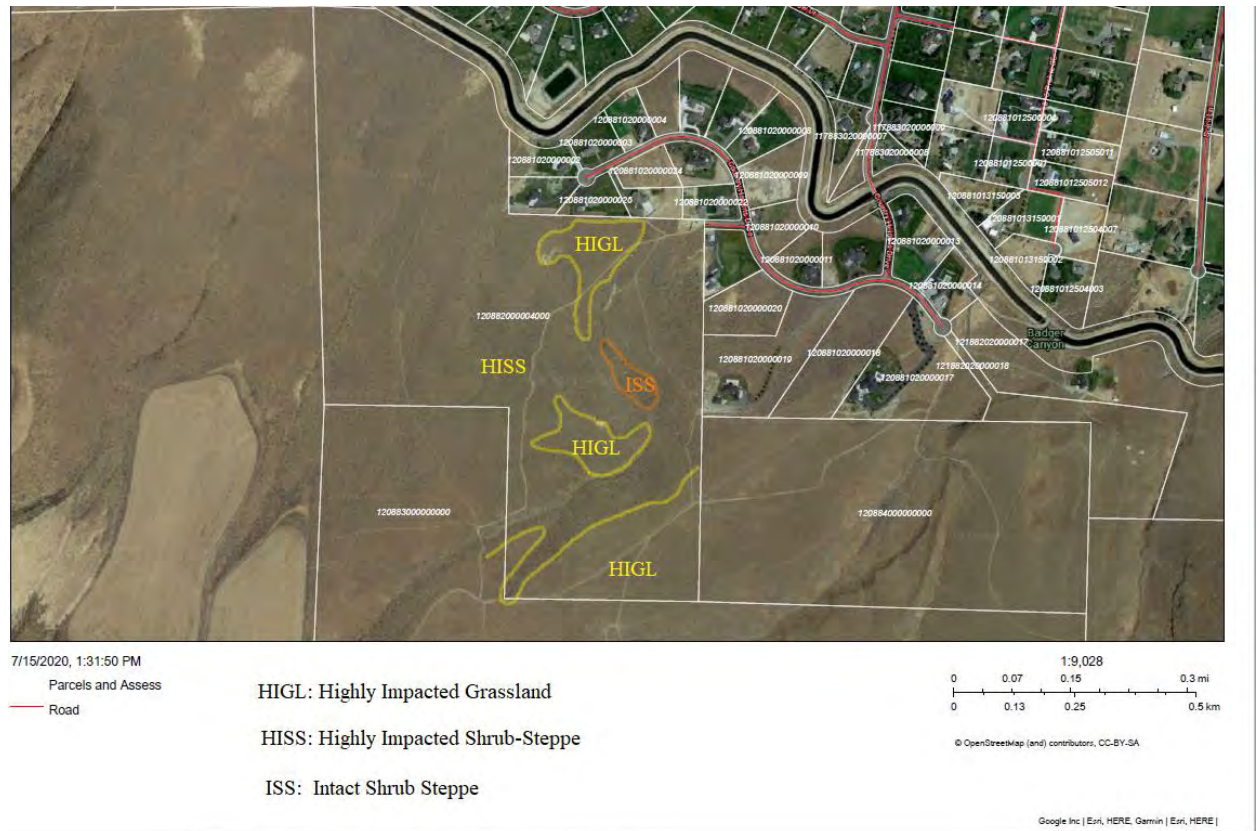


Figure 5: Shrub-steppe areas onsite.



Figure 6: Site and Surrounding Area.

Table 1: Vegetation Identified Onsite During the Habitat Assessment	
Big Sagebrush	<i>Artemisia tridentate spp.</i>
Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>
Buckwheat Milkvetch	<i>Astragalus caricinus</i>
Balsamroot	<i>Balsamorhiza sp.</i>
Common Yarrow	<i>Achillea millefolium</i>
Cusick's Bluegrass	<i>Poa cusickii</i>
Needle-and-thread	<i>Hesperostipa comate</i>
Sagebrush False Dandelion	<i>Nothocalais troximoides</i>
Silky Lupine	<i>Lupinus servicea</i>
Threadleaf Fleabane	<i>Erigeron filifolius</i>
Note: This survey was conducted in middle of summer and many vegetation species were completely desiccated and not identifiable.	

3.4 Wildlife

During review of the site common crow (*Corvus brachyrhynchos*), California quail (*Callipepla californica*), mourning dove (*Zenaidura macroura*), eleven mule deer (*Odocoileus hemionus*), and several passerine birds were observed on the site. Raptors were noted flying high over the site but none were observed with hunting or nesting behaviors on the site. In addition, a coyote (*Canis latrans*) was observed with binoculars walking across the western portion of the site near dawn. Coyote and rabbit scat were also observed onsite. The site has been used as rangeland

for cattle as cow dung was observed in nearly all areas of the site. We observed people riding motor bikes and other off-road vehicles as well as horses on the site. The area near the Homestead Road access to the site and areas south of that location are used for skeet shooting. Small burrows approximately one inch in size, likely used by snakes, voles, or mice, were observed on the site. Seven burrows were observed onsite in the Intact Scrub-steppe area, as marked on Figure 6, **that could be used by burrowing owl or Townsend's ground squirrels** (see Appendix, Photograph 4). Four of the burrows were inactive based on grasses growing out of the burrows, cobwebs, and debris in the burrow entrances. The remaining three appeared to be active although animals were not observed in or near the burrows. An owl feather was observed onsite in the active burrow area but it could have blown onto the site.

4.0 REGULATORY REQUIREMENTS

According to Benton County Code (BCC) 15.14 Fish and Wildlife Conservation Areas stream do not include ponds deliberately designed and created from dry sites such as canals, detention facilities, wastewater treatment facilities, farm ponds, temporary construction ponds (of less than three years duration) and landscape amenities. Per BCC 15.14.10(c) fish and wildlife habitat conservation areas do not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of, and are maintained by, a port district or an irrigation district or company. Therefore, the Kennewick Main Canal is not a stream or a fish and wildlife conservation areas. The three areas mapped on the site by WDFW as unknown channels were determined to be dry canyons. Evidence of recent water was not observed and vegetation in the dry canyons was the same as vegetation outside the dry canyons. Wetlands, streams, and springs were not observed on the site.

The Priority Habitat and Species Database mapped the site within a larger polygon as shrub-steppe habitat with mixed cliffs and talus, and **Townsend's ground squirrel habitat, a state Candidate species**. The larger polygon is documented breeding habitat used by raptors including Ferruginous hawk (*Buteo regalis*) a state Threatened species, prairie falcon (*Falco mexicanus*), and burrowing owls a state Candidate species. In addition, a burrowing owl habitat point is mapped within a half mile of the site across the irrigation canal. Cliffs are defined as near vertical areas over 25 feet tall. The geotechnical report and topographic survey of the site will define steeper slopes on the site which will be avoided during subdivision and development of the parcel. Talus associated with steep slopes was not observed on the site although the western portion of the southern onsite dry canyon did have rock rubble in the base of the canyon.

The site contains a mosaic of native and nonnative vegetation associated with upland grassland and sagebrush shrub-steppe vegetation communities. Shrub-steppe habitat is located onsite is highly degraded and cut off from other habitats to the north and east. The exception is the shrub-steppe habitat mapped as Intact Shrub-steppe on Figure 5. Burrows of appropriate size **for use by burrowing owl or Townsend's ground squirrels were** observed in the Intact Shrub-steppe habitat. Use of the site by coyote and humans on off road vehicles and horses along with cattle grazing may be the reason burrow of appropriate size **for Townsend's ground squirrels and burrowing owls** were not observed on the remainder of the site. State or federal endangered, threatened, or sensitive wildlife species were not observed on or adjacent to the site. Shrub-steppe habitat located on the site is classified by WDFW as a priority habitat and regulated by Benton County Code 15.14.

BCC 15.14 regulates fish and wildlife conservation areas and defines and regulates land use activities that can impact fish and wildlife habitats. We have not seen a site layout for subdivision of the 155-acre parcel; however, it is zoned as RL-5. Given the RL-5 designation we anticipate that the smallest lots on the site would be 5 acres. Water availability will also limit

development of the entire site. In addition, steep slopes would be avoided with development. The most intact shrub-steppe habitat associated with the burrows should be avoided and a corridor across the site connecting with contiguous offsite native shrub-steppe and grassland habitats should be defined. The cumulative effects of development of this parcel are expected to be negligible from a habitat and functions perspective if the following occur.

1. The site development is managed in associated with the Benton County code for geologic hazard areas where steep slopes remain.
2. The intact shrub-steppe habitat is not impacted.
3. An onsite habitat corridor that connects to offsite habitats to the northwest and south-southwest is proposed.
4. The site is sub-divide with 5-acre lots outside of the geologic hazard areas and intact shrub-steppe habitat.

The Highly Impacted Grasslands have native vegetation but are lacking shrub cover due to past fire and grazing. Planting sagebrush into these areas to restore the shrub layer may be an appropriate mitigation for unavoidable impacts associated with removal of shrub-steppe habitat if required by the regulating agencies.

5.0 CLOSURE

The findings and conclusions documented in this report have been prepared for specific application to this site. They have been developed in a manner consistent with that level of care and skill normally exercised by members of the environmental science profession currently practicing under similar conditions in the area. Our work was also performed in accordance with the terms and conditions set forth in our proposal. The conclusions and recommendations presented in this report are professional opinions based on an interpretation of information currently available to us, and are made within the operation scope, budget, and schedule of this project. No warranty, expressed or implied, is made.



Theresa R. Dusek
Natural Resource Ecologist

6.0 REFERENCES

- Anchor QAE, Oneza & Associates. 2018. Benton County Comprehensive Plan as amended by Resolution # 2020-062, Ordinance #620 Effective Date: January 14, 2020.
- Azerrad, J. M., K. A. Davens, M. F. Livingston, M. S. Teske, H. L. Ferguson, and J. L. Davis. **2011. Management recommendations for Washington's priority habitats: managing shrub-steppe in developing landscapes.** Washington Department of Fish and Wildlife, Olympia, Washington.
- Benson, J. E., R.T. Tveten, M. G. Asher and P.W. Dunwiddie. 2011. Shrub-Steppe and Grassland Restoration Manual for the Columbia River Basin.
- Benton County. 2020. Benton County Code up to date through Ordinance 622 as of March 20, 2020.
- Benton County. 2020. GIS maps.
<https://bentonco.maps.arcgis.com/apps/MapSeries/index.html?appid=85029c8fdb784e1eb0bf08479d0cd595>
- DNR Washington Natural Heritage Program Environmental Laboratory. 2020. Data Base Request and email response July 9. <http://www.dnr.wa.gov/natural-heritage-program>.
1987. U.S. Army Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87-1, U.S. Army Waterways Experiment Station. Vicksburg, Mississippi.
- Hitchcock, C. and Cronquist, Arthur. 1973. Flora of the Pacific Northwest. University of Washington Press. Seattle, Washington.
- United States Department of Agriculture, NRCS. 2020.
[Websoilsurvey.nrcs.usda.gov/app/websoilsurvey.aspx](http://websoilsurvey.nrcs.usda.gov/app/websoilsurvey.aspx).
- U.S. Army Corps of Engineers. 2008. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0), ed . J. S. Wakeley, R. W. Lichvar, and C. V. Noble. ERDC/EL TR-08-28. Vicksburg, MS: U.S. Army Engineer Research and Development Center.
- Washington State Department of Fish and Wildlife. 2020. Forest Practices Application Review System (FPARS) Mapping Tool. <https://fpamt.dnr.wa.gov/default.aspx#>.
- Washington State Department of Fish and Wildlife. 2020.
<http://apps.wdfw.wa.gov/phsontheweb/>.
- Washington State Department of Fish and Wildlife. 2008. Priority Habitat and Species List Updated February 2020.
- Washington State Department of Natural Resources. 2020. Washington Natural Heritage Information, Sections that Contain All-Natural Heritage Features. Database request and response http://www.dnr.wa.gov/Publications/amp_nh_trs.pdf.

Appendix

Photographs



Photograph 1: View east from Homestead Road access. Highly impacted grassland in the foreground and Highly impacted shrub-step in background. High composition of cheatgrass in the understory, low cover of forbs and no intact cryobiotic crust.



Photograph 2: View north from dirt road west of Homestead Road access across shallow canyon depicting typical shrub-steppe habitat onsite.



Photograph 3: View south in intact shrub-steppe habitat. Higher sagebrush and bunchgrass cover, and intact cryobiotic crust. Note that the basalt layer closer to the surface where a depression was observed. Intact shrub-steppe habitat where burrows were observed was a deeper loamy soil.



Photograph 4: Active wildlife burrow.

WATER WELL REPORT

STATE OF WASHINGTON

Notice of Intent W 114984

UNIQUE WELL I D # AFH-918

Water Right Permit No _____

(1) OWNER Name Clint Roberts Address 248 Riverwood

(2) LOCATION OF WELL County Benton NW 1/4 SW 1/4 Sec 20 T 8 NR 29 WM M

(2a) STREET ADDRESS OF WELL (or nearest address) _____
TAX PARCEL NO _____

(3) PROPOSED USE Domestic Industrial Municipal Other
 Irrigation Test Well
 DeWater

(4) TYPE OF WORK. Owner's number of well (if more than one) _____
 New Well Method Dug Bored
 Deepened Cable Driven
 Reconditioned Rotary Jetted
 Decommission

(5) DIMENSIONS Diameter of well 6 inches
Drilled 465 feet Depth of completed well 465 ft

(6) CONSTRUCTION DETAILS
Casing installed
 Welded 6 Diam from +1 ft to 215 ft
 Liner installed 4 Diam from -10 ft to 465 ft
 Threaded _____ Diam from _____ ft to _____ ft

Perforations Yes No
Type of perforator used Saw
SIZE of perforations 1/4 in by 6 in
80 perforations from 445 ft to 465 ft

Screens Yes No K-Pac Location 360
Manufacturer's Name _____
Type _____ Model No _____
Diam _____ Slot Size _____ from _____ ft to _____ ft
Diam _____ Slot Size _____ from _____ ft to _____ ft

Gravel/Filter packed Yes No Size of gravel/sand _____
Material placed from _____ ft to _____ ft

Surface seal Yes No To what depth? 40 ft
Material used in seal Bentonite
Did any strata contain unusable water? Yes No
Type of water? _____ Depth of strata _____
Method of sealing strata off _____

(7) PUMP Manufacturer's Name _____
Type _____ H P _____

(8) WATER LEVELS Land surface elevation above mean sea level _____ ft
Static level 376 ft below top of well Date _____
Artesian pressure _____ lbs per square inch Date _____
Artesian water is controlled by _____
(Cap, valve etc)

(9) WELL TESTS Drawdown is amount water level is lowered below static level
Was a pump test made? Yes No If yes, by whom? _____
Yield _____ gal./min with _____ ft drawdown after _____ hrs
Yield _____ gal./min with _____ ft drawdown after _____ hrs
Yield _____ gal./min with _____ ft drawdown after _____ hrs
Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)
Time Water Level Time Water Level Time Water Level
Date of test _____
Bailer test _____ gal./min with _____ ft drawdown after _____ hrs
Airtest 25 gal./min with 465 ft drawdown after _____ hrs
Artesian flow _____ g p m Date _____
Temperature of water _____ Was a chemical analysis made? Yes No

(10) WELL LOG or DECOMMISSIONING PROCEDURE DESCRIPTION
Formation Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information Indicate all water encountered

MATERIAL	FROM	TO
Ash	0	60
Ash + Brown clay	60	180
Gray clay	180	210
Brown Basalt	210	235
Hard Gray Basalt	235	317
Brown Silt	317	331
Gray Basalt	331	336
Brown + Gray clay	336	340
Brown Sand + Silt	340	351
Gray clay	351	360
Gray clay + Gray Basalt	360	362
Gray Basalt	362	447
Gray Basalt - Broken	447	465
Mineral Water		
Bearing Apr. <u>25</u> Gpm		

Work Started 5/10/04 Completed 5/10/04

WELL CONSTRUCTION CERTIFICATION

I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards Materials used and the information reported above are true to my best knowledge and belief
Type or Print Name Peter Eskew License No 0483
(Licensed Driller/Engineer)
Trainee Name _____ License No _____
Drilling Company Sh. George Drilling
(Signed) P. Eskew License No 0483
(Licensed Driller/Engineer)
Address 201 5045 AVE W. Richland
Contractor's Registration No 661-04-715 Date 5/10/04

(USE ADDITIONAL SHEETS IF NECESSARY)

Ecology is an Equal Opportunity and Affirmative Action employer For special accommodation needs, contact the Water Resources Program at (360) 407-6600 The TDD number is (360) 407-6006

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

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

SEPA ENVIRONMENTAL CHECKLIST

File No. EA 2020-023
See also SUB 2020-007

RECEIVED

AUG 05 2020

Benton Co. Planning Dept.

A. BACKGROUND

1. Name of proposed project, if applicable: Country Heights Acres

2. Name of applicant: TTAP Construction, LLC

3. Address and phone number of applicant and contact person: Tyler Tapani, (509) 579-6172
1313 N. Young St, Suite C, Kennewick, WA 99336

4. Date checklist prepared: 8/4/2020

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): One phase. Begin construction 11/2020.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
The proposed lots will be sold to home builders to construct home in the future.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. A preliminary hydrology report has been prepared. A geotechnical report and Critical areas Habitat Review report have been prepared.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. Yes, a subdivision application for the Benton Franklin Health District is in for review.

10. List any government approvals or permits that will be needed for your proposal, if known. _____
A Construction Stormwater General Permit through the Department of Ecology will be required.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
The proposal is to create a 14 lot residential subdivision. The site currently contains one parcel, approximately 155 acres in size. Homestead Road will be extended with associated improvements to serve the subdivision. Public roads accessing the lots would cover approximately 4.12 acres. The project is compliant with the current County zoning of RL-5. Lots will be served with septic and well.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. The site is located just south of Country Meadow Acres and the KID Main Canal.

The Benton County parcel number is APN 120882000004000.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

Flat Rolling Hilly **Steep Slopes** Mountainous

Other _____

b. What is the steepest slope on the site (approximate percent slope)? 40% slope.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Warden silt loam, Kiona very stony silt loam, and Ellisforde silt loam.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
The steep slopes appear stable and minimal sluffing has taken place on-site.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Grading will occur to extend Homestead Rd.
Approximately 17,600 CY of soil will be excavated with a net cut of 6300 CY. No export or import.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Wind and stormwater erosion could occur as a result of clearing and construction activity but will be minimalized with the use of BMPs, such as silt fencing, construction entrance and watering.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? Approximately 2% (4.12 AC) will be impervious surfaces.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: _____
Standard erosion control and BMP methods will be used, such as catch basin protection, silt fencing, and stabilized construction entrances. Dust during construction will be controlled by the use of a water truck as necessary.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. During construction, dust and exhaust may occur. The final project will have vehicular traffic which will contribute to vehicle emissions.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. None known.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: Dust control measures will be implemented in accordance with recommendations by the Department of Ecology and the Benton County Clean Air Authority. Measures include but are not limited to watering, lowering speed limit of construction vehicles, dust control with a watering truck and reducing the amount of dust-generating activities on windy days.

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. No natural surface water bodies are adjacent or in the immediate vicinity of the site. There is an irrigation canal north of the property.
- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. The project construction will be further than 200 feet from the canal at the north of the property.
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. None.
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. No.
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. No.
- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. No.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. Groundwater will be withdrawn from future wells that will be installed to serve the proposed residential lots.
- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. waster material from septic systems and collected storm water will be discharged into the ground. There will be 14 residential lots created, and most likely 14 homes discharging from septic systems.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. New impervious surface from the access road will generate increased stormwater runoff. The stormwater

will be infiltrated on-site

2) Could waste materials enter ground or surface waters? If so, generally describe. _____

No, there is approximately 40' of separation from the surface to the ground water and local domestic wells are approximately 140' to the first aquifer.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

The proposal will include CMP culverts to maintain the natural drainage channels and minimize the alteration of drainage patterns on-site. Drainage easements will be granted along the path of the drainage channels.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts,

if any: Generated runoff will be infiltrated into underlying soils or flow to on-site infiltration facilities.

4. **Plants**

a. Check the types of vegetation found on the site:

Deciduous tree (*alder, maple, aspen, other*)

Evergreen tree (*fir, cedar, pine, other*)

Shrubs

Grass

Pasture

Crop or grain

Orchards, vineyards or other permanent crops

Wet soil plants (*cattail, buttercup, bullrush, skunk cabbage, other*)

Water plants (*water lily, eelgrass, milfoil, other*)

Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? Shrubs and grass will be removed with grading/construction of the public road. Grading will be completed according to the geotech report and intact shrub steppe will be preserved according to the habitat study.

c. List threatened and endangered species known to be on or near the site. _____

None known per the Washington Department of Natural Resources. (DNR)

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

No landscaping is proposed for this project. The project grading will preserve on-site intact native vegetation according to the habitat report. The individual homes will have landscaping with each building permit.

e. List all noxious weeds and invasive species known to be on or near the site. _____

None known.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other. _____
Common crow, California quail, mourning dove, eleven mule deer, and several passerine birds were observed on the site.

b. List any threatened and endangered species known to be on or near the site. _____
According to WDFW mapping, the Ferruginous hawk can be found in the same township as this project site (WA T8N) and is considered threatened.

c. Is the site part of a migration route? If so, explain. _____
Yes, the Columbia Basin is part of a migration route for a number of fowl.

d. Proposed measures to preserve or enhance wildlife, if any: _____
None proposed.

e. List any invasive animal species known to be on or near the site. _____
None known.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. _____
Electricity will be used for lighting and heating residential lots.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. _____
No.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: _____
Project will be in compliance with the current State of Washington energy codes.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. _____
No.

1) Describe any known or possible contamination at the site from present or past uses. _____
None known.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. _____
This includes underground hazardous liquid and gas transmission pipelines located within the project

area and in the vicinity. None known.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Fuel for construction vehicles will be used on-site during construction of the access road.

4) Describe special emergency services that might be required. _____

Typical emergency services provided by the County will be used for this site when proposed lots are developed.

5) Proposed measures to reduce or control environmental health hazards, if any: _____

None at this time.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? _____

Any existing noises at this site are not expected to affect the project.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Construction noises during working hours only while construction is taking place. Traffic

noise will be generated by residents when proposed lots are developed.

3) Proposed measures to reduce or control noise impacts, if any: Noise impacts from construction activities and ongoing operations are expected to be minimal. All operations will be conducted in a manner compliant with Washington State Maximum Environmental Noise Levels (Chapter 173-60-040 WAC).

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Currently the site is undeveloped land. Future development will not affect current land uses on nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? No.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting?
If so, how: No.

c. Describe any structures on the site. None.

d. Will any structures be demolished? If so, what? N/A

e. What is the current zoning classification of the site? Rural Residential Lands 5 Acre District

f. What is the current comprehensive plan designation of the site? Agriculture - Rangelands

g. If applicable, what is the current shoreline master program designation of the site? N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
Yes, the property is located in a critical area for Shrub Step and Wildlife Conservation as well as steep slopes. A habitat study has been performed by a licensed biologist. A geotechnical engineer has prepared a Steep Slope critical area report.

i. Approximately how many people would reside or work in the completed project? 42
will reside in the developed lots assuming a family size of 3 on each of the 14 lots.

j. Approximately how many people would the completed project displace? None.

k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: The project will be permitted through the local jurisdictions with all applicable zoning ordinances.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. None are provided with this project. Lots will be developed in the future.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. None.

c. Proposed measures to reduce or control housing impacts, if any: None.

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? No structures are proposed with this project.
- b. What views in the immediate vicinity would be altered or obstructed? None.
- c. Proposed measures to reduce or control aesthetic impacts, if any: All materials will be in accordance with local ordinances. A majority of the site will be retained as natural and undeveloped.

11. Light and Glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Any proposed street lighting for the proposed extension of Homestead Rd during dark hours of the day.
- b. Could light or glare from the finished project be a safety hazard or interfere with views? No.
- c. What existing off-site sources of light or glare may affect your proposal? None known.
- d. Proposed measures to reduce or control light and glare impacts, if any: All lighting will be in accordance with local codes.

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? Off-road vehicles are often used in the surrounding open spaces as reported in the completed habitat study.
- b. Would the proposed project displace any existing recreational uses? If so, describe. No.
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. No.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Per the WISAARD system of the Department of Archaeology and Historic Preservation, the site is located in the bounds of the Confederated Tribes of the Warm Springs. There were however, no artifacts or evidence of native use or occupation found in the site walk of the habitat study that was performed.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. The WISAARD system of the DAHP and a site walk for a habitat study were methods that were used.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. Upon any discovery of potential or known archaeological resources at the subject property prior to or during future on-site construction, the developer, contractor, and/or any other parties involved in construction shall immediately cease all on-site construction, and shall act to protect the potential or known historical and cultural resources area from outside intrusion, and shall notify Benton County.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. The proposed lots will be accessed through extension of Homestead Rd, south of E Badger Rd.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? The site is not served by public transit. The nearest transit stop is located approximately 5 miles north east.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? The project will not add or eliminate any parking stalls.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). The proposal includes extension/improvements of a public road, Homestead Road, to serve the proposed lots.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. No.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? Approximately 14 AM trips and 134 ADT according to ITE Trip Generator Manual, land use code 210.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. No.

h. Proposed measures to reduce or control transportation impacts, if any: The project will pay impact fees as determined by Benton County and provide street improvements as required by WSDOT.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. Yes, the lots will need public services such as fire and police protection. The future residents will need public services such as health care and schools.

b. Proposed measures to reduce or control direct impacts on public services, if any. The project will pay impact fees if required and future residents will provide additional tax revenue for the County.

16. Utilities

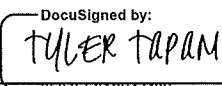
a. Circle utilities currently available at the site:

electricity natural gas water refuse service telephone sanitary sewer system
other _____ Private well for water service and septic for sewer service.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
Electricity - Benton PUD
Internet - Zply

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

DocuSigned by:

Signature: _____
Name of Signee TYLER TAPANI
Position and Agency/Organization TTap Construction
Date Submitted: 8/5/2020

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(IT IS NOT NECESSARY to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The project will increase discharge of stormwater to the ground through the increase in impervious area and higher stormwater run-off volume and flow. Future residents will add traffic and therefore vehicle emissions to the air. No toxic or hazardous substances or production of noise will be produced on-site.

a. Proposed measures to avoid or reduce such increases are: The stormwater will be controlled through infiltration facilities that are sized to accommodate the increased stormwater run off volumes and flow. No measures are proposed to reduce vehicle emissions.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? Effects of development of this parcel are expected to be negligible if recommendations outlined in the performed habitat study are followed. There will be no effect to marine life.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: The shrub-steppe habitat will not be removed and an on-site habitat corridor is proposed to connect to offsite habitats to the northwest and southwest.

3. How would the proposal be likely to deplete energy or natural resources? The homes will require power and water.

a. Proposed measures to protect or conserve energy and natural resources are: Future residents will be limited in irrigation use and homes will be built to the current energy codes to conserve energy and natural resources.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands? The proposal is not likely to affect environmentally sensitive areas.

a. Proposed measures to protect such resources or to avoid or reduce impacts are: proposed measures include limiting irrigation practices to prevent soil instability. As mentioned above, the shrub-steppe habitat will not be removed.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The proposal is compliant with existing land use designations.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: N/A

6. How would the proposal be likely to increase demands on transportation or public services and utilities?
The proposal will increase demand on County public services such as schools, libraries, pools, streets, police, fire, etc. by
increasing the population.

a. Proposed measures to reduce or respond to such demand(s) are: The development will increase tax revenue for the County.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. No known conflict exists.

ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the City can identify a project's potential impacts (if any) on salmonids that have been listed as "threatened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environment in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide additional information. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

- Are ESA listed salmonids currently present in the watershed in which your project will be?
 Yes No
 Please Describe.

- Has there ever been an ESA listed salmonid stock present in this watershed?
 Yes No
 Please Describe.

NOTE: Kennewick is located in the upper Mid-Columbia watershed. Salmonids are present in the watershed - questions no. 1 and no. 2 already answered "yes". Questions A-1 and A-2 are also answered.

PROJECT SPECIFIC: The questions in this section are specific to the project and vicinity.

A1. Name of watershed: Upper Mid-Columbia

A2. Name of nearest waterbody: Columbia River

A3. What is the distance from this project to the nearest body of water?

The Columbia River is 7.5 miles north east of the site.

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

There is county, residential, commercial, and open space between the Columbia River and the site.

A5. What percentage of the project will be impervious surface (including pavement & roof area)?

Approximately 2% of the site will be covered in impervious surfaces.

FISH MIGRATION: The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of

a. Surface water? Yes _____ No Amount Name of surface water body

b. Ground water? Yes No _____ Amount From Where Pasco Gravel Unit Depth of well 500 ft

B2. Will any water be rerouted? Yes _____ No If yes, will this require a channel change?

B3. Will there be retention ponds? Yes No _____ If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body? This will be an infiltration pond with all runoff infiltrating on-site.

If to a surface water discharge, please give the name of the waterbody.

B4. Will this project require the building of new roads? (Increased road mileage may affect the timing of water reaching a stream and may, thus, impact fish habitat.) Yes, Homestead Rd will be extended from the existing road stub off Country Heights Drive.

B5. Are culverts proposed as part of this project? Yes No _____

B6. Are stormwater drywells proposed as part of this project? Yes _____ No

B7. Will topography changes affect the duration/direction of runoff flows? Yes _____ No

If yes describe the changes.

B8. Will the project involve any reduction of a floodway or floodplain by filling or other partial blockage of flows? Yes _____ No

If yes, how will the loss of flood storage be mitigated by your project?

WATER QUALITY: The following questions will help determine if this project could adversely impact water quality. Degraded water quality can affect listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Will your project either reduce or increase shade along or over a waterbody?
Yes _____ No (Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.)

C2. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?
Yes _____ No

C3. Will turbidity (dissolved or partially dissolved sediment load) be increased because of construction of the project or during operation of the project? (In-water or near water work will often increase turbidity.)
Yes _____ No

C4. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots?
Yes No _____

Please Describe.

Homestead Road may be salted/plowed during the winter for snow removal.

Vegetation: The following questions are designed to determine if the project will affect riparian vegetation, which can impact listed species.

D1. Will the project involve the removal of any vegetation from the stream banks?
YES NO

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

D2. If any vegetation is removed, do you plan to re-plant? YES NO

If yes, what types of plants will you use?

E. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand the City is relying on them to make its decision.

Signature _____  _____ Date 8/5/2020

ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the City can identify a project's potential impacts (if any) on salmonids that have been listed as "threatened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environment in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide additional information. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

1. Are ESA listed salmonids currently present in the watershed in which your project will be?

Yes No

Please Describe.

2. Has there ever been an ESA listed salmonid stock present in this watershed?

Yes No

Please Describe.

NOTE: Kennewick is located in the upper Mid-Columbia watershed. Salmonids are present in the watershed - questions no. 1 and no. 2 already answered "yes". Questions A-1 and A-2 are also answered.

PROJECT SPECIFIC: The questions in this section are specific to the project and vicinity.

A1. Name of watershed: Upper Mid-Columbia

A2. Name of nearest waterbody: Columbia River

A3. What is the distance from this project to the nearest body of water?

The Columbia River is 7.5 miles north east of the site.

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

There is county, residential, commercial, and open space between the Columbia River and the site.

A5. What percentage of the project will be impervious surface (including pavement & roof area)?

Approximately 2% of the site will be covered in impervious surfaces.

FISH MIGRATION: The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of

a. Surface water? Yes _____ No

Amount

Name of surface water body

b. Ground water? Yes No _____

Amount

From Where Pasco Gravel Unit

Depth of well 500 ft

B2. Will any water be rerouted? Yes _____ No

If yes, will this require a channel change?

B3. Will there be retention ponds? Yes No _____

If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

This will be an infiltration pond with all runoff infiltrating on-site.

If to a surface water discharge, please give the name of the waterbody.

B4. Will this project require the building of new roads? (Increased road mileage may affect the timing of water reaching a stream and may, thus, impact fish habitat.)

Yes, Homestead Rd will be extended from the existing road stub off Country Heights Drive.

B5. Are culverts proposed as part of this project? Yes No _____

B6. Are stormwater drywells proposed as part of this project? Yes _____ No

B7. Will topography changes affect the duration/direction of runoff flows? Yes _____ No

If yes describe the changes.

B8. Will the project involve any reduction of a floodway or floodplain by filling or other partial blockage of flows? Yes _____ No

If yes, how will the loss of flood storage be mitigated by your project?

WATER QUALITY: The following questions will help determine if this project could adversely impact water quality. Degraded water quality can affect listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Will your project either reduce or increase shade along or over a waterbody?
Yes _____ No (Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.)

C2. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?
Yes _____ No

C3. Will turbidity (dissolved or partially dissolved sediment load) be increased because of construction of the project or during operation of the project? (In-water or near water work will often increase turbidity.)
Yes _____ No

C4. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots?
Yes No _____

Please Describe.

Homestead Road may be salted/plowed during the winter for snow removal.

Vegetation: The following questions are designed to determine if the project will affect riparian vegetation, which can impact listed species.

D1. Will the project involve the removal of any vegetation from the stream banks?

YES NO

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

D2. If any vegetation is removed, do you plan to re-plant? YES NO

If yes, what types of plants will you use?

E. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand the City is relying on them to make its decision.

Signature _____  _____ Date 8/5/2020



Notice of Application - Optional DNS Process

PCM 1.11

Benton County has received a permit application for the following project:

Date of permit application: **August 5, 2020**
Date of determination of completeness: **August 12, 2020**
Date of Notice of Application: **August 12, 2020**
Comment due date: **14 days from publication of this notice**
Date of Publication of Notice of Application: **August 19, 2020**

Agency Contact: Greg Wendt, Benton County Planning Manager,
greg.wendt@co.benton.wa.us (509) 786-5612

Agency File Number: EA 2020-023/SUB 2020-007

Project Description: An application for the preliminary plat of Country Acres, a subdivision of 160.25 acres into fourteen (14) lots, with an average lot size of 11.17 acres and smallest lot size of 5.14 acres. The zoning designation for the property is Rural Lands Five Acre (RL-5) Zone.

Project Location: The site is located south the KID canal, at the intersection of Country Heights Drive and Homestead Road, to be accessed at the end of Homestead Road in Section 20, Township 8 North, Range 28 East, W.M. Parcel 120882000004000.

Project Applicant: Tyler Tapani, 1313 N Young Street, Suite C, Kennewick, WA 99336

SEPA Environmental Review: The Benton County Planning Department has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS). The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. Comments must be submitted 14 days from date of publication to the Benton County Planning Department, P.O. Box 910 Prosser, WA 99350. Any information submitted to Benton County is subject to the 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.

Preliminary Development Regulations and Existing Environmental Documents: To evaluate the impacts of the proposed project, the following may be used for mitigation, consistency, and the development of findings and conclusions:

Benton County, including BCC Title 15 CAO, BCC Title 6.35 SEPA, Benton County Comprehensive Plan, Benton County Subdivision Code, Benton County Zoning Code, Benton County Fire Code, Benton County Public Works Road Requirements and Department of Ecology, Department of Fish and Wildlife, SEPA Environmental Checklist, dated August 5, 2020; and other required agency evaluations, approvals, permits, and mitigation as necessary.

Required Permits:

Preliminary Plat approval, Final Plat approval and recording.

Required Studies:

SEPA Checklist, Dated August 5, 2020

Preliminary Stormwater Drainage Report, Dated August 4, 2020

Critical Area Habitat Review, Dated July 20, 2020

Geotechnical Engineering Report, Dated July 29, 2020

The Benton County Planning Department will review said application and a public hearing will be scheduled at a later date. When the public hearing is scheduled, property owners within 300 feet of the boundaries of the project site will receive a public hearing notice.

Dated at Prosser, Washington on this 12th day of August 2020.



Greg Wendt, Planning Manager
Benton County Planning Department



PCM 1.12

MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Proponent:

Tyler Tapani
1313 N Young Street, Suite C
Kennewick, WA 99336

File No. EA 2020-023

Project Description: An application for the preliminary plat of Country Acres, a subdivision of 160.25 acres into fourteen (14) lots, with an average lot size of 11.17 acres and smallest lot size of 5.14 acres. The zoning designation for the property is Rural Lands Five Acre (RL-5) Zone.

Project Location: The site is located south of Badger Road, south of the KID canal, near the south end of Country Meadow Lane, to be accessed at the end of Homestead Road in Section 20, Township 8 North, Range 28 East, W.M. Parcel 120882000004000.

Jurisdiction: Benton County, Washington.

Lead Agency: Benton County Planning Department.

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(3), provided that the following measures are taken to mitigate potential adverse impacts. Substantive authority to require mitigation is derived from WAC 197-11-660 and Benton County Code, Chapter 6.35.120. The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This MDNS is issued under WAC 197-11-355; no additional comments are being requested.

Conditions/Mitigating Measures: See Attached.

Appeals: You may appeal this determination to the Benton County Planning Department at Post Office Box 910, Prosser, WA 99350. Appeals of mitigated determinations of non-significance must be made to the local authority that will hold an open record hearing on the related project permit applications, if such an open record hearing is required. This appeal must be made by filing a written notice of appeal with the responsible official within fourteen (14) days from the date of the threshold determination. You should be prepared to make specific factual objections. Contact the Planning Department to read or ask about the procedures for SEPA appeals.

SEPA Responsible Official: Greg Wendt
Position/Title: Planning Manager
Address: P.O. Box 910, Prosser WA 99350

Date: **September 16, 2020**



Greg Wendt, Planning Manager

DISTRIBUTION:

Applicant
Ben Franklin Transit
Benton Clean Air
Benton County Emergency Services
Benton County Fire Marshal
Benton County Parks
Benton County Public Works
Benton Franklin Health Department
Washington State Department of Ecology
Washington State Department of Health
Washington State Department of Transportation

Fire District #1
News Media
Wash. St. Department of Natural Resources
Wash. St. Department of Fish and Wildlife
Bureau of Reclamation
Bureau of Land Management
Yakama Nation
Futurewise
Dept. of Archaeology & Historic Preservation
Tom Price-Environmental Review Inc.

CONDITIONS/MITIGATION MEASURES

File No.: EA 2020-023

Applicant: Tapani - Country Acres

Tyler Tapani
1313 N Young Street, Suite C
Kennewick, WA 99336

Documents and Regulations:

The environment threshold determination and conditions are based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and
9. SEPA Environmental Checklist-dated August 5, 2020.

Findings:

1. Location:
 - a. The site is located south of Badger Road, south of the KID canal, near the south end of Country Meadow Lane, to be accessed at the end of Homestead Road in Section 20, Township 8 North, Range 28 East, W.M. Parcel 120882000004000.
2. Benton County, BCC Title 11, Zoning:
 - a. The zoning designation for the project area is Rural Lands Five Acre (RL-5) Zone. This zoning district has a minimum lot size of 5 acres; and
 - b. A single-family home is an allowed use in the RL-5 Zoning District;
3. Benton County, BCC Title 9, Subdivisions:
 - a. Applicant has applied for preliminary plat consideration in accordance with BCC 9.05 Preliminary Plats.
4. Benton County Comprehensive Plan:
 - a. The property is designated Rural Remote in the Benton County Comprehensive Plan.

5. Benton County, BCC Title 15, Critical Area Ordinance:
 - a. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, the site consists of both geologically hazardous areas and is a priority habitat and species area.
 - b. Wetlands: None identified.
 - c. Critical Aquifer Recharge Area: None identified.
 - d. Fish and Wildlife Habitat Conservation Area: Yes. Property is identified in the southern portion of the Badger Canyon corridor which is a priority habitat and species area as designated by Washington State Department of Fish and Wildlife.
 - e. Frequently Flooded Areas: None identified.
 - f. Geologically Hazardous Areas: Yes. Property is located in an area of 15 percent or greater slope and includes erosion hazard soil types.
6. The applicant is proposing a preliminary plat with 14 residential lots;
7. The applicant submitted the following materials for the SEPA review process:
 - a. SEPA Checklist, Dated August 5, 2020;
 - b. Preliminary Stormwater Drainage Report, Dated August 4, 2020;
 - c. Critical Area Habitat Review, Dated July 20, 2020; and
 - d. Geotechnical Engineering Report, Dated July 29, 2020.
8. During the SEPA comment period, the State of Washington Department of Archaeology & Historic Preservation commented (see letter dated August 18, 2020) that the project site has the potential to contain archaeological resources and they requested that the applicant conduct a professional archaeological survey of the project area prior to ground disturbing activities.
9. During the SEPA comment period, the State of Washington Department of Fish and Wildlife commented (see letter dated August 24, 2020) that the project site is located within the Badger Canyon corridor area and recommended that any future residential development on Lots 1 and 2 shall be sited as near as possible to Homestead Road and that site preparation only include the area needed for the home footprint. Additionally, WDFW recommends that fire-wise elements are incorporated including xeriscaping, seasonal grazing, and limited fencing due to the fire prone landscape of the project area.
10. During the SEPA comment period, the Kennewick Irrigation District commented (see letter dated September 1, 2020) that that the property is identified as being partially within the KID boundaries.
11. During the SEPA comment period, Benton County Public Works commented (see comments dated September 9, 2020 and August 21, 2020) on requirements for road construction, stormwater, signage, survey monuments and drainage easements.

Conditions:

The applicant must complete and comply with the following mitigating conditions for this Mitigated Determination of Non-Significance (MDNS).

1. Benton County Planning Department. Meet and comply with Planning Department requirements for all activities at the site, including:
 - (a) Meet and comply with BCC Title 9, Subdivisions, including preliminary and final plat requirements, if approved.
 - (b) All development at the site shall meet and comply with:
 - (i) SEPA Checklist, Dated August 5, 2020;
 - (ii) Preliminary Stormwater Drainage Report, Dated August 4, 2020;
 - (iii) Critical Area Habitat Review, Dated July 20, 2020;
 - (iv) Geotechnical Engineering Report, Dated July 29, 2020; and
 - (v) Critical Area Habitat Review, Dated July 20, 2020.
 - (c) The Planning Department requires the following notes to be placed on the final plat for orchard setbacks, water supply determinations, and dust control:
 - (i) "Per BCC 11.11A.090(6) - Setback Requirements - All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership. Please contact the Benton County Planning Department for further information."
 - (ii) "All lots within this development are collectively limited to NO more than 5,000 gallons a day of groundwater withdrawal for domestic use from the individual exempt wells; and
 - (iii) "The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer."
 - (iv) "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".

If you have questions, please contact the Benton County Planning Department at 509-786-5612

2. **Benton Clean Air Agency.** Prior to any excavations or construction at the site, the applicant shall meet and comply with the permitting requirements and standards of the Benton Clean Air Agency.
3. **Washington State Department of Ecology.** Meet and comply with Ecology requirements for all activities at the site;
4. **Benton Franklin Health District.** Meet and comply with Health District requirements for all activities at the site;
5. **State of Washington Department of Archaeology & Historic Preservation.** DAHP commented (see letter dated August 18, 2020) that the project site has the potential to contain archaeological resources and with this they have requested that the applicant conduct a professional archaeological survey of the project area prior to ground disturbing activities. If you have questions, please email DAHP at sydney.hanson@dahp.wa.gov;
6. **State of Washington Department of Fish and Wildlife.** WDFW commented (see letter dated August 24, 2020) that the project site is located within a fire prone and priority habitat and species area which will need to be addressed by the applicant. If you have questions, please email WDFW at michael.ritter@dfw.wa.gov;
7. **Kennewick Irrigation District.** KID commented (see letter dated August 24, 2020) that the property is identified as being partially within the KID boundaries. If you have questions, please email KID at BBroberg@kid.org;
8. **Benton County Public Works.** Benton County Public Works commented (see comments dated September 9, 2020 and August 21, 2020) on requirements for road construction, stormwater, signage, survey monuments and drainage easements which will need to be addressed by the applicant. If you have questions, please email Public Works at Cristina.Woods@co.benton.wa.us.



August 4, 2020

Tyler Tapani
TTap Construction
1313 N Young St
Kennewick, WA 99336

RE: Preliminary Review of Country Acres Parcel # 1-2088-200-0004-000, Benton County.

Dear Mr. Tapani:

This department completed a preliminary plat review on July 28th 2020 of the above referenced plat proposal. This department has reviewed the above referenced plat in accordance with our current land development policies and requirements for new subdivisions. Our findings are listed below:

1. There 14 lots ranging from 5.06 acre to 70.13 acres.
2. The proposed land use is for single-family dwellings.
3. Soils encountered throughout the proposed plat area are Type 5 (silt loam).
4. Slopes are variable throughout the plat.
5. Proposed domestic water supply is single-family wells.

Findings indicate the above referenced plat generally meets our requirements for plats utilizing onsite sewage disposal systems and single-family wells, provided:

1. Each lot must be configured to allow a 100 foot radius water supply protection zone to fit within the lot lines

Or

A 100 foot protection zone must be established around each proposed well site.

2. All lots shall have a minimum of 1 acre in size and contain a minimum of 20,000 square feet of usable land area.
3. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

4. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.
5. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.
6. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.
7. The following statement is placed on the plat:

"This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."
8. All areas with slope greater than 20% must be noted on the plat as well as these areas not being suitable for on onsite sewage disposal system.

This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit.

Your application will be held in an active state until June 22nd, 2020, at which time the submittal will be deemed null and void should this proposal not be developed by that time.

If you have any questions, please contact me at the Health Department at (509)460-4335.

Sincerely,



Rebecca Warrington
Environmental Health Specialist I

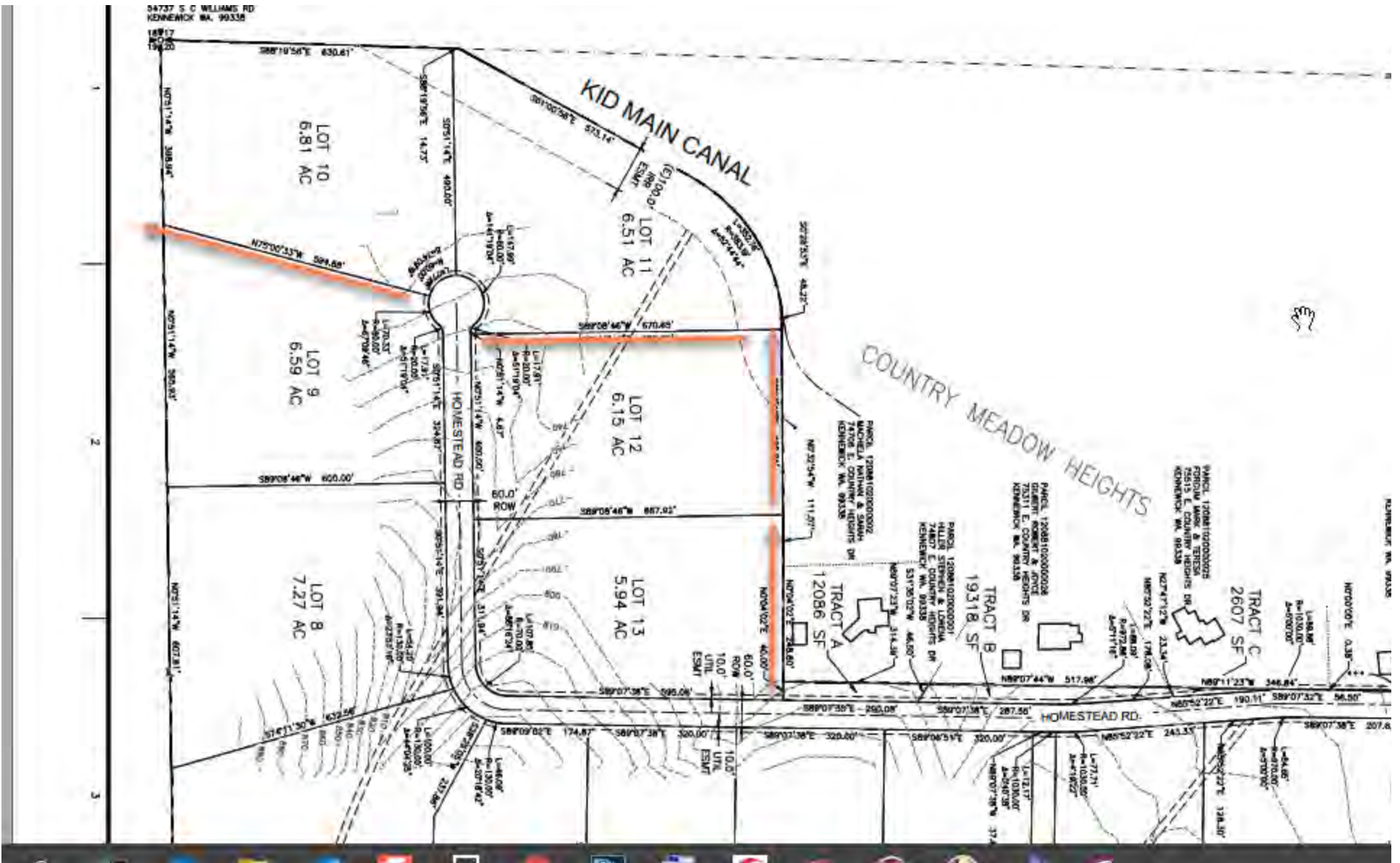
CC: Rogers Surveying Inc.; Benton County Planning Department

Donna Hutchinson

From: Shanna Everson <eversons@bentonpud.org>
Sent: Thursday, August 13, 2020 4:29 PM
To: Planning Department
Subject: [EXTERNAL] RE: [E] Agency Review for Country Acres Subdivision - SUB 2020-007

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.

WE need an additional 10' utility easement in the marked area please if possible.



Thanks,

Shanna Everson
 Distribution Design Tech 1
 509-585-5367



From: Planning Department <Planning.Department@co.benton.wa.us>

Sent: Thursday, August 13, 2020 9:22 AM

To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Tina Archey <archeyt@bentonpud.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; admin@mosquitocontrol.org; Clark Posey <Clark.Posey@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; Kathy Mann <Kathy.Mann@co.benton.wa.us>; Segregations <segregations@co.benton.wa.us>; Natural Resources Conservation Service (seth.hulett@or.nacdnet.net) <seth.hulett@or.nacdnet.net>; Natural Resources Conservation Service (claire.tachella@wa.usda.gov) <claire.tachella@wa.usda.gov>; Chad Brooks <brooksc@bentonpud.org>; Mike Irving <irvingm@bentonpud.org>; Shanna Everson <eversons@bentonpud.org>; Tina Glines <glinest@bentonpud.org>

Subject: [E] Agency Review for Country Acres Subdivision - SUB 2020-007

Please see the attached file for Agency review and comment for the preliminary plat of Country Acres File No. SUB 2020-007. Please send your comments to this email address by August 27, 2020. Within the document is a form you can use for your comments. If you have any questions please let our office know.



Donna Hutchinson
Office Assistant IV
Benton County Planning Dept.
P.O. Box 910
Prosser WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

****Please Note**** As of December 10th our office which was located at 1002 Dudley Ave, Prosser has closed. Our **two new locations** are below:

- **Prosser**: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
- **Kennewick**: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

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



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

August 18, 2020

Greg Wendt
Planning Manager
Benton County
1002 Dudley Avenue, PO Box 910
Prosser, WA 99350

In future correspondence please refer to:
Project Tracking Code: 2020-08-05226
Property: Benton County_Country Acres Subdivision Project (SUB 2020-007)
Re: Survey Requested

Dear Greg Wendt:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. Our professional opinion is that the proposed project area has the potential to contain archaeological resources such as rock cairns. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted prior to ground disturbing activities. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.

If any federal funds or permits are associated with this proposal, Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations, 36 CFR 800, must be followed. This is a separate process from both the NEPA and SEPA environmental review processes and requires formal government-to-government consultation with the affected Tribes and the SHPO. Also, we appreciate receiving any correspondence or comments from concerned tribes or other parties concerning cultural resource issues that you receive.

These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

Thank you for the opportunity to comment on this project and we look forward to receiving the survey report. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Should you have any questions, please feel free to contact me.



Sincerely,

A handwritten signature in blue ink that reads "Sydney Hanson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sydney Hanson
Transportation Archaeologist
(360) 586-3082
Sydney.Hanson@dahp.wa.gov





TO: PLANNING DEPARTMENT

FROM: CRISTINA WOODS

DATE:8/21/2020

SUBJECT: PRELIMINARY PLAT – SUB 2020-007 COUNTRY ACRES

Please add the following as conditions of final approval for the above reference plat:

1. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington
2. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer
3. All roads within this plat shall have a paved width of 24 feet with a minimum 1-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed
4. The pavement return radius at all intersections shall be a minimum of 35 feet
5. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.
6. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.
7. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans
8. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement

Preliminary Plat – Country Acres

August 21, 2020

Page 2

9. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington

Add the following notes to the face of the final plat

1. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
2. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access
3. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way
4. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations



August 24, 2020

PCM 1.17

Fire Marshal Comments for: Country Acres Subdivision, # SUB 2020-007

The following information and requirements are from the Benton County Fire Marshal and are to be used regarding your proposed driveway's and or private road accessing off of a new County Road, named Homestead RD, consisting of a 14-lot subdivision with a total acreage of 160.25 acres.

Access will be individual driveways, and a road approach permit from the Public Works Department would be required for all lots accessing off a new County Road (Homestead RD). And additionally, for any private driveways constructed that are over 200' (feet) or more in length, an approved turn-a-round for Emergency Services Vehicles is required at the end of every driveway **that's exceeds 200' (feet)**. (See below). Access to lots will be individual driveways off Homestead RD. Per Benton County Code a road approach permit may also be required by the Public Works Department (509) 786-5611, ask for Christina Woods for details. **If the driveway exceeds 300' (Feet) in length, a 10' X 30' (foot) pullout is required, every 300' (feet)**

Benton County Code 3.18.045 MINIMUM ROAD REQUIREMENTS. ("Private Road" means a road, driveway or any form of access easement in excess of two hundred (200) feet in length that is not dedicated to and maintained by Benton County.)

(a) Except as otherwise provided in this chapter, the minimum acceptable improved surface for a private road shall be twenty feet in width that is graded and with two inches of compacted recycled concrete asphalt or two inches of base course crushed surfacing in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation, as now in effect or hereafter amended.

(b) The minimum improved surface of a private road may be twelve feet in width surfaced with the materials set forth in subsection (a) above, but only if the private road serves six or fewer dwelling units (a duplex constitutes two dwelling units) and turnouts ten feet wide and thirty feet in length, surfaced in the same manner as the remainder of the private road, are placed every three hundred feet from a public road.

(c) If a private road has any curves or turns, the required improved width of any such private road shall be as determined and set forth in writing by the Fire Marshal to a width deemed necessary to allow the appropriate firefighting equipment to safely navigate such curves or turns. If no such written determination is requested of and made by the Fire Marshal, then a private road with curves or turns must be improved to a width of twenty feet in accordance with the standards set forth in subsection (a) above.

(d) All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven feet in length from bumper to bumper to completely turn around.

(e) All private roads shall be constructed to applicable standards set forth above and all conditions of approval of an encroachment permit shall be satisfied prior to any certificate of occupancy being issued for that parcel.

(f) Bridges and Culverts. All private roads over any drainage, river, creek, etc. shall be traversed by a private bridge or culvert capable of supporting at least sixty thousand (60,000) pounds or such higher weight as deemed necessary and designated in writing by the Fire Marshal. Private bridges over twenty (20) feet long are not allowed. Private bridges and culverts shall be designed to handle a 25-year storm event; provided, if located in an area designated as a 100-year flood plain, then the design must meet the 100-year flood event. A letter stating that the private bridge or culvert design meets the requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and, for private bridges, every two (2) years thereafter.

(g) Access - Gradients.

(1) For all developments accessed by private road, access shall be by at least one private road with a maximum gradient of twelve (12) percent or less; provided, such maximum gradient may be exceeded under either of the following circumstances:

(i) A maximum gradient of no more than fifteen (15) percent shall be permissible if the private road is surfaced with two (2) inches or more of asphalt or concrete; or

(ii) Subject to the written approval of the Fire Marshal, a maximum gradient of fifteen (15) percent may be allowed for less than two hundred (200) feet if such gradient is followed by a gradient of zero (0) percent for a period of six hundred (600) feet and adequately satisfies the vertical curve alignment necessary for the appropriate firefighting equipment. This design may be repeated as needed.

(2) Notwithstanding subsection (1) above, the maximum gradient of a private road providing access to a dwelling unit shall not exceed twelve (12) percent at any point within two hundred (200) feet of an intersection of such private road with another private road or with a public road.

(3) If requested, as-built drawings of each completed private road shall be submitted. The as-built drawing shall bear the stamp of a Washington State Registered Civil Engineer.

3.04.046 SPECIAL FIRE PROTECTION.

I. The use of cedar shakes or shingles or materials with similar flame spread characteristics for roof construction is prohibited. Class C rated shakes or shingles may be used for existing roof repairs that do not exceed 50% of the existing roof within a twelve-month period, and additions to structures with existing wood shingle or shake roofs.

II. Non-combustible siding and soffit material is required on the downhill side of structures within thirty feet of a 15% or greater grade.

III. All structures within thirty feet of the property line shall have non-combustible siding, soffits, or skirting on the side adjacent to an undeveloped area of natural vegetation that is in excess of five contiguous acres:

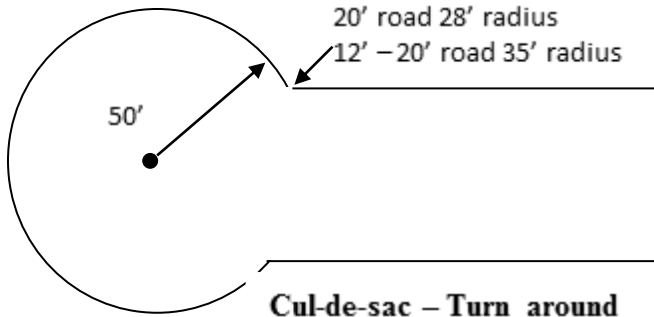
EXCEPTION: Interior lots of platted parcels and development phases whose streets are accessible, and the water system is operational.

- Gravel surfaces shall meet the Base Course Standard
- Professionals recommend gravel to be three inches thick.
- **At three inches, a cubic yard will cover 108 sq. ft. (20' x 5.4')** **At two inches, a cubic yard will cover 162 sq. ft. (20'x 8')** A truck and trailer carries 21.5 cubic yards.

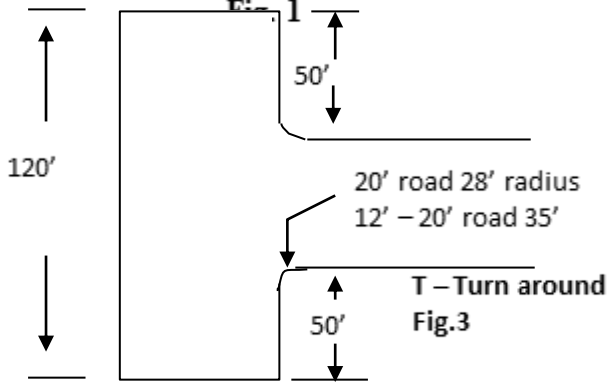
If you should have additional questions, please feel free to contact me.

Thank you,

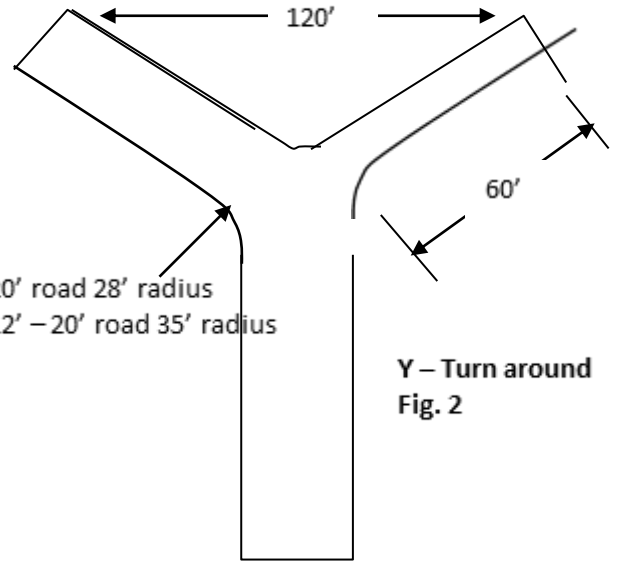
Clark A. Posey
Benton County Fire Marshal



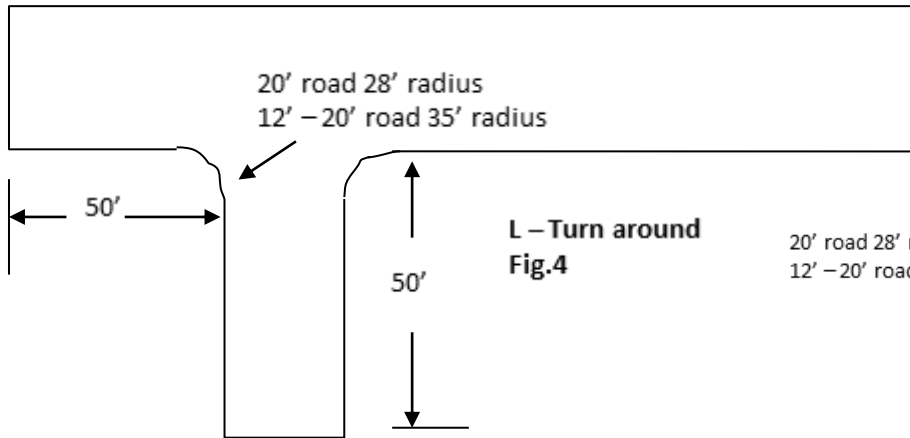
Cul-de-sac – Turn around



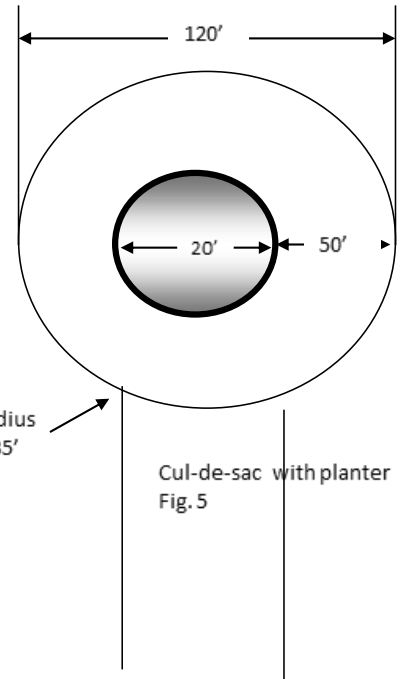
T – Turn around
Fig.3



Y – Turn around
Fig. 2

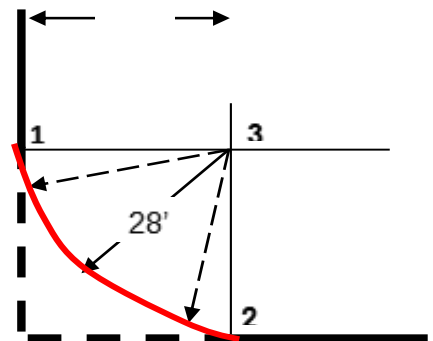


L – Turn around
Fig.4



Cul-de-sac with planter
Fig.5

One of the problems that confront most of us, is how to construct a radius. Perhaps the following may be of assistance. From the corner, measure 28' in both directions. From points 1 and 2, measure 28'. Drive a large nail into the ground (point 3) and hook a string.





PCM 1.18

State of Washington
Department of Fish and Wildlife
Habitat Program
2620 North Commercial Avenue, Pasco, WA 99301
Phone: (509) 543-3319, E-mail, Michael.Ritter@dfw.wa.gov

MWR-04-20

August 24, 2020

Greg Wendt
Planning Manager
Benton County Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

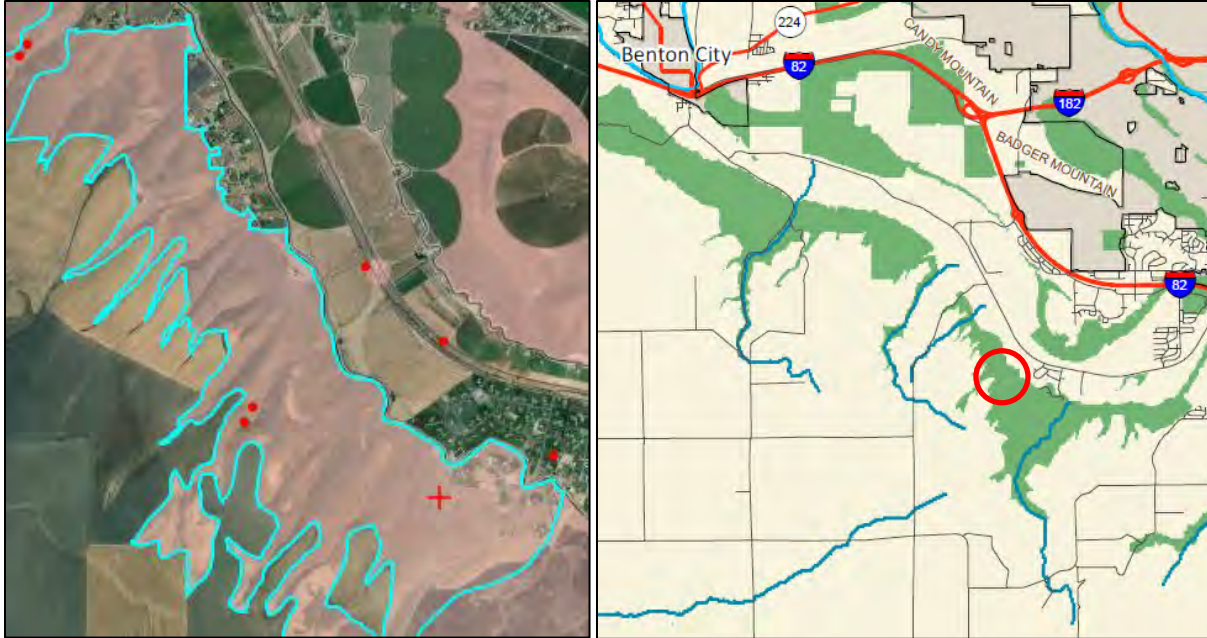
Subject: Agency File Number: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

Dear Mr. MacPherson,

The Washington Department of Fish & Wildlife (WDFW) has reviewed the SEPA documents and the Critical Areas Habitat Review for the preliminary plat of the 155-acre Benton County Parcel 120882000004000 into 14 lots. Thirteen of the lots, ranging in size from 5.15 – 10.22 acres, are located in the northern half of the parcel, and the fourteenth lot covers 71.35 acres and comprises the entire southern half. The SEPA clearly identifies that a road will be developed to access the thirteen lots and that the lots are for residential development. As such, we consider this a single action (i.e. the conversion and loss of WDFW Priority Habitat and Benton County Critical Areas) that should be evaluated under one SEPA. We offer the following comments and recommendations for your consideration.

The proposed preliminary plat is within the much larger Badger Canyon corridor / connected landscape and its importance for shrub steppe and dependent wildlife is not unique to the WDFW Priority Habitat and Species (PHS) database. This area has also been identified in other multi-stakeholder and state-wide analyses. Both the *Washington Connected Landscapes Project: Analysis of the Columbia Plateau Ecoregion* (2012) and *The Arid Lands Initiative – Shared Priorities for Conservation at a Landscape Scale* (2012) highlight the importance of this and similar corridors / connected landscapes in the Columbia Basin and state-wide. These habitats are important in maintaining the ecological integrity and viability of native habitats and species statewide.

The subject parcel is part of a larger WDFW Priority Habitat (left, red cross) and within a Benton County Critical Area (right, red circle).



While this SEPA is only for a preliminary plat, we recommend that as an initial aid in habitat conservation strategies that encompass the entire 155-acre site, that the project review the *Management recommendations for Washington's priority habitats: managing shrub-steppe in developing landscapes* (WDFW 2011), and *Site-specific management: how to avoid and minimize impacts of development to shrub-steppe* (WDFW 2011). These documents provide useful information and solutions, such as clustering development into least sensitive areas and various incentives, to maintain the ecological integrity and connectivity of shrub-steppe habitat.

We agree with the recommendations on page 9 of the Critical Areas Habitat Review, but are concerned that lots 1 and 2, as drawn, impact the Intact Shrub Steppe area identified in the Critical Areas Habitat Review and may need to have the southern boundary redrawn. Additionally, we recommend that any future residential development be as near as possible to the proposed Homestead Road and that site preparation only include what is needed for the home footprint. Since the area will be irrigation water limited and that the future residential development is in a fire-prone landscape, we recommend that the following elements be included with the site permit so that all residences are familiar with creating a “fire-wise” community.

- Xeriscaping – use native vegetation (grasses and shrubs) for landscaping.
- Seasonal grazing
 - Spring green-up is best time (April-June)
 - Reduce vegetation (fuels) as an aid in fire protection
 - Promote native vegetation (mainly grasses)
 - Limited fencing
 - Fences accumulate wind driven weeds (tumble weeds) and can become a significant fire hazard
 - Fences for livestock should be the minimum to contain/control animals. Temporary single strand electrical fence that is seasonally installed/removed is preferred.

Finally, we look forward to discussions with the developer regarding mitigation for the loss of PHS and Critical Area habitat functions and values and wildlife that are likely to occur on this parcel.

Thank you for the opportunity to provide these comments. Please contact me with any questions at Michael.ritter@dfw.wa.gov or at 509-543-3319.

Sincerely,

A handwritten signature in black ink that reads "Michael Ritter". The signature is written in a cursive, slightly slanted style.

Michael Ritter
Habitat Biologist

References

Azerrad, J. M., K. A. Divens, M. F. Livingston, M. S. Teske, H. L. Ferguson, and J. L. Davis. 2011. Management recommendations for Washington's priority habitats: managing shrub-steppe in developing landscapes. Washington Department of Fish and Wildlife, Olympia, Washington. <https://wdfw.wa.gov/publications/01333/>

Azerrad, J. M., K. A. Divens, M. F. Livingston, M. S. Teske, H. L. Ferguson, and J. L. Davis. 2011. Management recommendations for Washington's priority habitats: managing shrub-steppe in developing landscapes. Washington Department of Fish and Wildlife, Olympia, Washington. <https://wdfw.wa.gov/publications/01333/>

Washington Wildlife Habitat Connectivity Working Group (WHCWG). 2012. Washington Connected Landscapes Project: Analysis of the Columbia Plateau Ecoregion. Washington's Department of Fish and Wildlife, and Department of Transportation, Olympia, WA. http://www.waconnected.org/wp-content/themes/whcwg/docs/WHCWG_ColumbiaPlateauEcoregion_2012.pdf

Washington Wildlife Habitat Connectivity Working Group (WHCWG). 2012. Washington Connected Landscapes Project: Analysis of the Columbia Plateau Ecoregion. Washington's Department of Fish and Wildlife, and Department of Transportation, Olympia, WA. https://waconnected.org/wpcontent/themes/whcwg/docs/WHCWG_ColumbiaPlateauEcoregion_ExecSummary_2012.pdf

Donna Hutchinson

From: Greg Wendt
Sent: Saturday, August 22, 2020 8:46 AM
To: Michelle Cooke; Donna Hutchinson
Subject: Fwd: [EXTERNAL] Comments on proposed Country Acres Developmnt

Sent from my iPhone

Begin forwarded message:

From: Rob Yarbrough <robbyarbrough@msn.com>
Date: August 22, 2020 at 8:32:53 AM PDT
To: Greg Wendt <Greg.Wendt@co.benton.wa.us>
Subject: [EXTERNAL] Comments on proposed Country Acres Developmnt

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.

I have two primary concerns

1. The adverse effect of 14 additional wells on the groundwater level. In the past several years several nearby homeowners had to drill deeper wells to get an adequate water supply. The development will only make matters worse.
2. Increased fire danger during development. The entire site is dried grass and sagebrush. After the developer punched in a dirt road into the area, we have noted increased ATV and dirt bike riders in the area. They constitute a nuisance and increased danger of fire. The developer should secure or at least post (and enforce) no trespassing signs during construction.



South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 27, 2020

Benton County Planning Department
P.O. Box 910
Prosser, WA 99350

Attn: Michelle Cooke, Principal Planner

Re: SUB 2020-007/EA 2020-023 – Country Acres Preliminary Plat
I-82 Exit 109 (Badger Rd) vicinity

We have reviewed the proposed subdivision and have the following comment.

The subject property is not adjacent to Interstate 82 (I-82); however, we anticipate that majority of vehicle trips generated by the development of the newly created parcels will primarily utilize the I-82 Exit 109 interchange. Consistent with other projects in the area, we recommend the county require the proponent to contribute towards the planned interchange improvements in proportion to their impact.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding this letter, please contact Jacob Prilucik at (360) 480-0866.

Sincerely,

A handwritten signature in cursive script that reads 'Paul Gonseth'.

Paul Gonseth, P.E.
Planning Engineer

PG:jjp

cc: SR 82, File #7
Kara Shute, Area 3 Maintenance Superintendent



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 West Alder Street • Union Gap, Washington 98903-0009 • (509) 575-2490

August 28, 2020

Greg Wendt
Benton County Planning
PO Box 910
Prosser, WA 99350

Re: EA 2020-023, SUB 2020-007

Dear Greg Wendt:

Thank you for the opportunity to comment during the optional determination of nonsignificance process for the Country Acres 14 lot subdivision, proposed by TTAP Construction, LLC. We have reviewed the documents and have the following comments.

WATER RESOURCES

In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, industrial purposes, stock watering or for the irrigation of up to one-half acre of lawn and garden per project are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

If you have any questions or would like to respond to these Water Resources comments, please contact **Christopher Kossik** at 509-454-7872 or email at christopher.kossik@ecy.wa.gov.

Sincerely,

A handwritten signature in blue ink that reads "Gwen Clear".

Gwen Clear
Environmental Review Coordinator
Central Regional Office
509-575-2012
crosepa@ecy.wa.gov

Donna Hutchinson

From: Segregations
Sent: Thursday, August 27, 2020 4:58 PM
To: Planning Department
Subject: RE: Agency Review for Country Acres Subdivision - SUB 2020-007



Donna,

This one looks good.

Judy

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, August 13, 2020 9:22 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Tina Archey <archeyt@bentonpud.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; admin@mosquitocontrol.org; Clark Posey <Clark.Posey@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; Kathy Mann <Kathy.Mann@co.benton.wa.us>; Segregations <segregations@co.benton.wa.us>; Natural Resources Conservation Service (seth.hulett@or.nacdnet.net) <seth.hulett@or.nacdnet.net>; Natural Resources Conservation Service (claire.tachella@wa.usda.gov) <claire.tachella@wa.usda.gov>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: Agency Review for Country Acres Subdivision - SUB 2020-007

Please see the attached file for Agency review and comment for the preliminary plat of Country Acres File No. SUB 2020-007. Please send your comments to this email address by August 27, 2020. Within the document is a form you can use for your comments. If you have any questions please let our office know.



Donna Hutchinson
Office Assistant IV
Benton County Planning Dept.
P.O. Box 910
Prosser WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

****Please Note**** As of December 10th our office which was located at 1002 Dudley Ave, Prosser has closed. Our **two new locations** are below:

- **Prosser**: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.

- **Kennewick**: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

August 29, 20120

To: Benton County Planning Department

From: Robert Gilbert

Subject: Comments on Agency File Number: A 2020-023/SUB 2020-007 (Country Acres)

Comments were solicited in the Notice of Application within 14 days from date of publication to the Benton County Planning Department. Date of publication of Notice of Application: August 19, 2020.

1. What is the end state and intended use for Tracts A, B, and C?
2. Type of road construction was not specified. Recommend asphalt consistent with adjacent developments. This facilitates a higher standard development and improves dust control.
3. A drainage easement was shown in the plat for Country Meadow Heights that originates through proposed Country Acres lots 3 and 4. It entered the lot of Robert and Joyce Gilbert and then traveled through the lot of Stephen and Lorena Hiller (See Attachment 1). What is the status and treatment of this drainage path?
4. Given limited water supplies in the area, how will dust control be managed during road, utility and home construction? Soils in the area are very mobile once disturbed.

Thank you for the opportunity to comment and ask questions.


Robert Gilbert

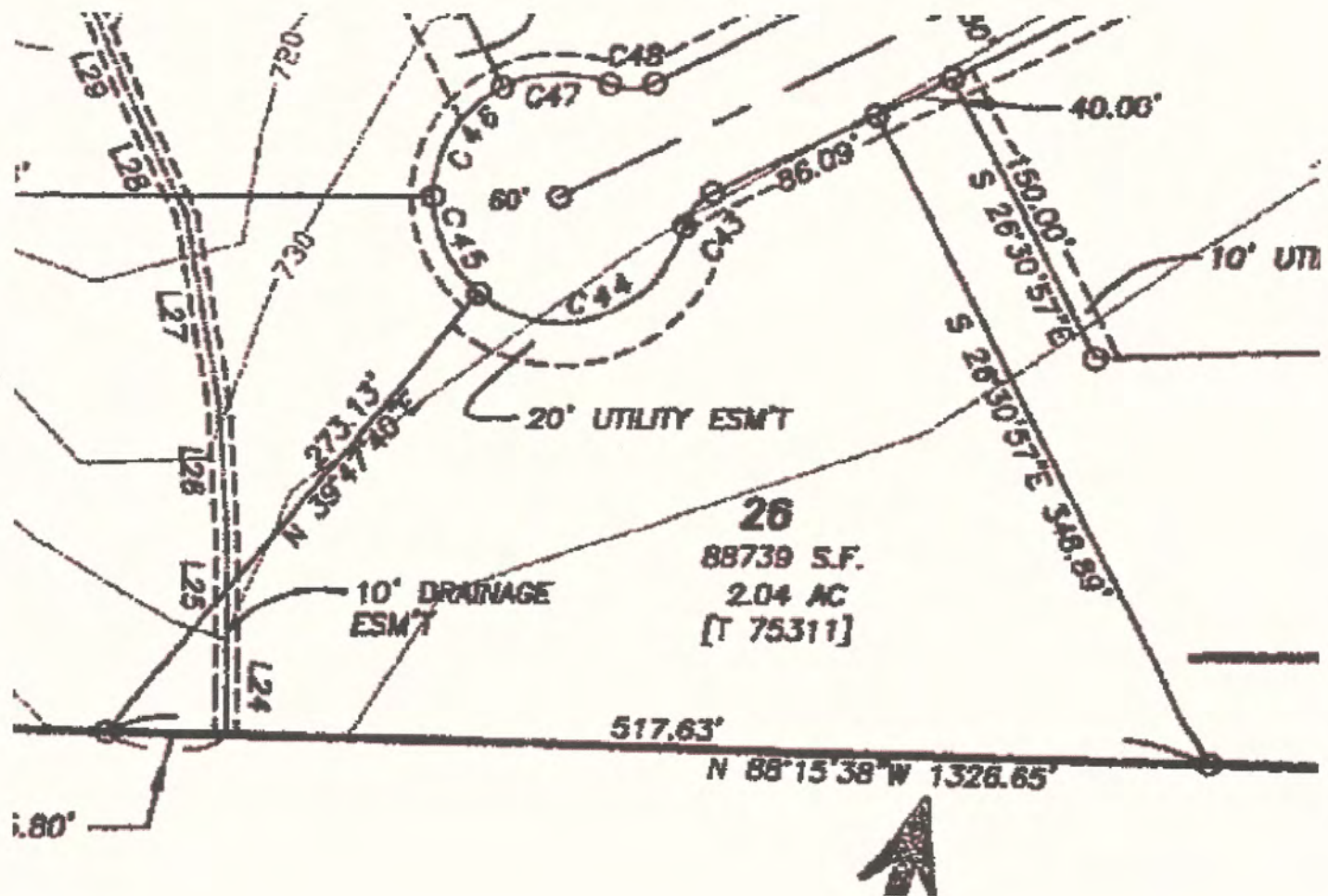
75311 Country Heights Dr.

Kennewick WA 99338

509-619-2458

Attachment: Part of County Meadow Heights Plat

ATTACHMENT





2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

September 1, 2020

Greg Wendt
Benton County Planning Department
P.O. Box 910
Prosser, WA 99350

Subject: Review Comments for EA 2020-023

Dear Mr. Wendt:

This letter provides Kennewick Irrigation District (KID) review comments for EA 2020-023 submitted by Tyler Tapani (“Applicant”)¹ to divide 160.25 acres into 14 lots. The property is generally located at Homestead Rd, Kennewick, WA 99338 in the West Half of Section 20, Township 08 North, Range 28 East, W.M.

- Parcel: 1-0489-200-0003-000

The property identified on the proposed plat is partially located within the KID boundaries. The property within this plat is not classified as irrigable land. Accordingly, KID provides the following comments to be included as required condition of approval by the legislative authority under RCW 58.17.310(2):

- 1) *KID asserts rights to recapture artificially stored groundwater within KID Boundaries, particularly within the Pasco Gravel units’ groundwater aquifer. **KID opposes the use of domestic wells drilled within the Badger Coulee shallow aquifer.** KID is confident that its position regarding the artificially stored groundwater in the perched aquifer is supported by the facts and the law. A RH2 Engineering report titled, “Badger Coulee Recapture of Artificially-stored Project Water Report”, clearly states that the Pasco Gravels is artificially stored water which KID asserts rights to recapture.*
- 2) *The plat shall include the following irrigation easements consistent with KID requirements:*
 - a. *On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage or access easements of each lot. An irrigation easement may*

¹ Reference to the “Applicant” throughout this comment letter shall refer to the property owner and/or developer of the proposed plat.

be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."

In addition, pursuant to RCW 58.17.310 (1), KID would like to inform the County of the following information regarding the proposed preliminary plat upon the structural integrity, including lateral support, of KID's facilities, other risk exposures, and the safety of the public and irrigation district, and related conditions of approval that KID deems to be necessary as a result:

- 3) *Conditions Related to Design, Grading and Construction:*
 - a. *Pursuant to RCW 58.17.310 (1), the KID would like to inform Benton County that failure to mitigate the introduction of excessive water into the soils above the canal may result in a canal embankment breach or failure. Should an embankment breach occur near this development, there is potential for public safety to be at risk. The USBR holds title to the Main Canal Division III Canal below the proposed subdivision and any slope stability issues could potentially result in a canal embankment breach and subsequent loss of life and property*
 - b. *There exists KID/United States Bureau of Reclamation (USBR) Right-of-Way (ROW) along the northern property line. The Applicant must show this ROW on the preliminary plat. A copy of the ROW maps are available upon request. The proximity of the proposed residential development to the KID ROW increases the risk of harm to KID facilities and exposes residents to risk of injury. In order to mitigate these risks, the KID requires the following:*
 - i. *No permanent structures within the USBR ROW.*
 - ii. *A note on the face of the plat that states: "No grading may be performed or any permanent structure built within KID right of way without an approved permit from the Kennewick Irrigation District and/or the United States Bureau of Reclamation, when applicable."*
 - iii. *For each phase of the project, include a note on the face of the Final Plat stating as follows: "This property is located within the boundaries of the Kennewick Irrigation District and in the immediate vicinity of irrigation infrastructure. Please refer to www.kid.org for further information."*
 - iv. *USBR Right-of-Way signage to be installed by the Applicant along the ROW that have been approved by the KID prior to final plat approval of each phase abutting the ROW.*
 - c. *The Project must include the following design feature:*
 - i. *Stormwater systems for the Project shall be designed to retain, at minimum, a 100-year storm event above the Main Canal Division III Canal and to minimize the introduction of water into the soils up-gradient of the canal.*
 - ii. *KID review and approval of all stormwater plans are required prior to pre-plat approval.*

- d. Applicant must submit, for engineering review and approval by KID/USBR, engineering plans detailing construction/grading for each phase of the Project above to KID easements and ROWs.*
- 4) For each phase of the Project, KID/USBR review and approval of grading and construction plans is required to allow KID to assure all reasonable measures to protect any easements and ROWs. Such review and approval will be coordinated as part of the County's review and Preliminary Plat approval process.*
- 5) The Applicant shall include the potential failure of KID system components in its public offering statement for the plat pursuant to RCW 58.19.055(1)(r), which requires a public offering statement to include "[a] list of any physical hazards known to the developer which particularly affect the development or the immediate vicinity in which the developer is located and which are not readily ascertainable by the purchaser"*
- 6) The Applicant shall post signs in appropriate areas with KID's easements and ROW's identifying KID's facilities (with locations and design approved by KID).*
- 7) The Applicant shall provide fencing for the protection of KID facilities, which shall include but not be limited to adjacent KID/USBR ROW, with fencing locations and design approved by KID.*
- 8) Please include the following irrigation title block:*
- a. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER THE EXISTING OPERATING RULES AND REGULATIONS OF THIS DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS BINDING SITE PLAN ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENT-S OF RCW 58.17.310.*
- 9) All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of one week prior to a regularly scheduled Board Meeting in order to be considered at that meeting. This change can potentially extend the approval process by a minimum of one week.*

If you have any questions regarding these comments, please contact me at the address/phone number listed above.

Sincerely,

Blaine Broberg

Blaine Broberg, EIT
Staff Engineer

C: LB\correspondence\File: [Country Acres, 20-08-28]

Donna Hutchinson

From: Greg Wendt
Sent: Wednesday, September 9, 2020 3:06 PM
To: Michelle Cooke; Donna Hutchinson
Subject: FW: Country Acres Hydrology report

From: Cristina Woods <Cristina.Woods@co.benton.wa.us>
Sent: Wednesday, September 9, 2020 2:58 PM
To: Nathan Machiela <nathan@knutzenengineering.com>
Cc: Paul Knutzen <paul@knutzenengineering.com>; Greg Wendt <Greg.Wendt@co.benton.wa.us>; Douglas D'Hondt <Douglas.DHondt@co.benton.wa.us>
Subject: Country Acres Hydrology report

Good afternoon Nathan

We have reviewed the submitted hydrology report for County Acres and have a few concerns.

After a site visit there are some concerns that the current reconfiguring of the land may cause issues with drainage.

We would like to see the historic drainage denoted in the plans. The drainage easements on the neighboring plats also need to be shown.

One of the sheets in the construction plans should to be an overall view of the subdivision showing all drainage easements and how they tie into existing easements.

If rerouting of existing natural drainage easements is going to be required, we would also like to see plans for this.

Why is it assumed that all water will evaporate or infiltrate completely for this subdivision? What is that decision based on?

Thank you

Cristina I. Woods

*Engineering Tech III
Benton County Public Works
102206 Wiser Parkway
Kennewick WA99338
509-786-5611*

Donna Hutchinson

From: Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>
Sent: Friday, September 11, 2020 10:34 AM
To: Donna Hutchinson
Cc: Nathan Machiela; Michelle Cooke; Greg Wendt; Tyler Tapani
Subject: RE: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

Thank you for the opportunity to provide additional comments. Our understanding is that the SEPA action is only for the preliminary plat and that mitigation will be required. However, we have not formalized that process yet with the developer and the county. We have provided our recommendations for lots 1 and 2 in order to avoid the intact shrub steppe, building residences closer to the proposed Homestead road to reduce fragmentation of the landscape with minimal disturbance of existing habitat, and offered fire-wise considerations.

Michael Ritter

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Friday, September 11, 2020 9:41 AM
To: Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>
Cc: Nathan Machiela <nathan@knutzenengineering.com>; Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Greg Wendt <Greg.Wendt@co.benton.wa.us>; Tyler Tapani <tyler.tapani@gmail.com>
Subject: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

Michael,

We are needed to make a determination on the SEPA Checklist for this subdivision early next week and we're wondering if you have any revised comments based on your meeting with Tyler Tapani on Sept. 2nd. Could you please send us any revised comments or let us know that you have no further comments by Sept. 15th. Thank You.



Donna Hutchinson
Office Assistant IV
Benton County Planning Dept.
P.O. Box 910
Prosser WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

****Please Note**** As of December 10th our office which was located at 1002 Dudley Ave, Prosser has closed. Our **two new locations** are below:
- **Prosser:** We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.
- **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Donna Hutchinson
Sent: Friday, September 4, 2020 8:54 AM
To: Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>
Cc: Nathan Machiela <nathan@knutzenengineering.com>; Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Greg Wendt <Greg.Wendt@co.benton.wa.us>; Tyler Tapani <tyler.tapani@gmail.com>
Subject: Agency File Number: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

Dear Michael,

I have been asked by Greg Wendt to email you regarding your meeting with Tyler Tapani on the preliminary plat of Country Acres. We are wanting to know if based on that meeting you were planning on revising your comments regarding the Environmental Checklist for the subdivision. The comment period for the Notice of Application ended on September 2nd and we are in the process of reviewing all comments in order to make a determination on the SEPA Checklist. Please let our office know as soon as possible if you have any revised or further comments on this application so that we may move forward with our determination. Thank You.



Donna Hutchinson
Office Assistant IV
Benton County Planning Dept.
P.O. Box 910
Prosser WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

****Please Note**** As of December 10th our office which was located at 1002 Dudley Ave, Prosser has closed. Our **two new locations** are below:

- **Prosser:** We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350.

- **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

From: Tyler Tapani <tyler.tapani@gmail.com>
Sent: Monday, August 24, 2020 5:49 PM
To: Greg Wendt <Greg.Wendt@co.benton.wa.us>
Cc: Nathan Machiela <nathan@knutzenengineering.com>; Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Subject: Re: [EXTERNAL] Agency File Number: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

Thanks Greg. Mike and I are meeting onsite Wednesday morning at 9. Thank you Tyler

Sent from my iPhone

On Aug 24, 2020, at 5:19 PM, Greg Wendt <Greg.Wendt@co.benton.wa.us> wrote:

Tyler- will want to meet and discuss this with Mike Ritter.

Thanks!

Greg

Sent from my iPhone

Begin forwarded message:

From: Greg Wendt <Greg.Wendt@co.benton.wa.us>
Date: August 24, 2020 at 5:15:59 PM PDT
To: Michelle Cooke <Michelle.Cooke@co.benton.wa.us>, Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Subject: Fwd: [EXTERNAL] Agency File Number: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

Sent from my iPhone

Begin forwarded message:

From: "Ritter, Michael W (DFW)" <Michael.Ritter@dfw.wa.gov>
Date: August 24, 2020 at 4:50:42 PM PDT
To: Greg Wendt <Greg.Wendt@co.benton.wa.us>
Subject: [EXTERNAL] Agency File Number: EA 2020-023/SUB 2020-007. Preliminary Plat of Country Acres, Benton County Parcel 120882000004000.

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.

Greg,
Hope all is going well.

WDFW comments are attached.

Thank you,
Mike

Michael Ritter
Fish and Wildlife Area Habitat Biologist
Statewide Technical Lead: Wind and Solar
Washington Department of Fish and Wildlife
2620 N. Commercial Ave
Pasco, WA 99301
509-543-3319 (office)
509-380-3028 (cell)

<MWR-04-20 Homestead Road.pdf>



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

October 2, 2020

Greg Wendt
Planning Manager
Benton County
Courthouse, 1st Floor
620 Market Street
Prosser, WA

In future correspondence please refer to:
Project Tracking Code: 2020-08-05226
Property: Benton County_Country Acres Subdivision Project (SUB 2020-007)
Re: Concur with Survey

Dear Greg Wendt:

Thank you for contacting the State Historic Preservation Officer (SHPO) and the Department of Archaeology and Historic Preservation (DAHP) with documentation regarding the above referenced project. In response, we concur with the results and recommendations made in the survey report. We appreciate receiving any correspondence or comments from concerned tribes and other parties that you receive as you consult for this project.

These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Please note that should the project scope of work and/or location change significantly, please contact DAHP for further review.

Thank you for the opportunity to review and comment. Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Transportation Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020		
Subject:	Change Order No. 4 to the Banlin contract for the New Administration Building		
Presenter:	Robert Blain		
Prepared By:	S. Christen		
Reviewed By:	R. Blain		
PA Review, Approval to Form:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:		
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion	
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution	
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance	
	<input type="checkbox"/> Sign Letter/Document	<input checked="" type="checkbox"/> Execute Contract	

Summary / Background Information

On January 28, 2020 the Board of County Commissioners approved Resolution 2020-101 and executed a contract with Banlin Construction, LLC for the New Administration Building project in the amount of \$12,547,345.30.00 plus WSST. The Board previously approved Change Orders No. 1, 2 and 3 for an additional \$927,593.26 plus WSST, bringing the total contract to \$13,474,938.56 plus WSST and increasing the contract time by 49 days for a total of 499 calendar days.

Additional unforeseen items have been identified to complete the project.

Three modifications are included in Change Order No. 4.

The first change consists of modifying the existing irrigation to connect to the new system, add new landscaping to existing islands, change grass in swales to rock mulch, and move an electrical panel and meter. This change was partially initiated by the County in order to more efficiently operate the irrigation systems on the campus. The cost for this change is \$95,451.98 plus WSST and will increase the contract time by 7 days.

The second change consists of thickening the north wall, east of Grid F. This change was necessary as the framing above the wall required the thicker concrete section. The cost for this change is \$3,540.41 plus WSST.

The third change is a revision to the door hardware. The specified hardware is not compatible with the locksets. The cost for this change is \$2,264.34.

All these changes are combined into Change Order No. 4 with a total cost of \$101,256.73 plus WSST and increasing the contract time by 7 calendar days.

Fiscal Impact

Amount: \$101,256.73 plus WSST

Fund: Capital Projects Fund

Recommendation

Approve the Chairman to sign Change Order No. 4.

Suggested Motion

Approve the Chairman to sign Change Order No. 4 with Banlin Construction, LLC for the New Administration Building project increasing the contract by \$101,256.73 plus WSST for a new contract amount not to exceed \$13,576,195.29 plus WSST and increasing the contract time by 7 days for a total of 506 calendar days.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT CHANGE ORDER NO. 4 WITH BANLIN CONSTRUCTION, LLC FOR THE NEW ADMINISTRATION BUILDING PROJECT

WHEREAS, on January 28, 2020 the Board of County Commissioners approved Resolution 2020-101 and executed a contract with Banlin Construction, LLC for the New Administration Building project in the amount of \$12,547,345.30 plus WSST; and

WHEREAS, the Board approved Change Orders No. 1, 2 and 3 for an additional \$927,593.26 plus WSST and increased the contract time by 49 days; and

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

WHEREAS, the Director of Operations and Capital Programs has negotiated a fair and reasonable price for Change Order No. 4 in a total amount of \$101,256.73 plus WSST and an increase in contract time of 7 days; 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. 4 with Banlin Construction, LLC for the New Administration Building project and authorizes the Chairman of the Board to sign Change Order No. 4, attached hereto, to the contract executed by Resolution 2020-101; and

BE IT FURTHER RESOLVED, the contract time will increase 7 days for a total of 506 calendar days; and

BE IT FURTHER RESOLVED, the total contract amount will increase \$101,256.73 plus WSST, to be paid to Banlin Construction, LLC for a new contract amount not to exceed \$13,576,195.29 plus WSST.

Dated this 27th day of October 2020.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CHANGE ORDER NO. 4

Project:	Administration Building	Date:	10/15/2020
Owner:	Benton County Board of Commissioners 620 Market Street Prosser, WA 99350	Contractor:	Banlin Construction
		Architect/Engineer:	MMEC Architecture & Interiors

The Contract Documents are hereby amended as summarized below:

CP #10 Irrigation Meter Revisions (add 7 calendar days)	\$95,451.98
CP #17 North Wall, east of Grid F	\$3,540.41
CP #19 Door Hardware changes	\$2,264.34
TOTAL	\$101,256.73

Contract Summary

	<u>Contract Sum</u>	<u>Contract Time</u>
Original Contract Sum/Time was:	\$ 12,547,345.30	450 cal days
Net Change by previously authorized Change Orders:	\$ 927,593.26	35 cal days
Revised Contract Sum/Time prior to this Change Order:	\$ 13,474,938.56	49 cal days
Contract Sum/Time to be modified by this Change Order:	\$ 101,256.73	7 cal days
New Contract Sum/Time will be:	\$ 13,576,195.29	506 cal days

NOT VALID UNTIL SIGNED BY ARCHITECT, CONTRACTOR AND OWNER:

Recommended: (Architect) MMEC Architecture & Interiors By: <u>Heidi Pierce</u> Print: Heidi Pierce Date: 10/15/2020	Accepted: (Contractor) Banlin Construction By: <u>Riley O.</u> Print: Riley Ollero Date: 10/16/202	Authorized: (Owner) Benton County By: _____ Print: _____ Date: _____
--	---	---



BANLIN Construction

CHANGE PROPOSAL (CP) NO: 10 REV3

TO: MMEC Architecture
1 North Monroe ST, Suite 200
Spokane, WA 99201

PROJECT NAME: Benon County Admin Bldg.

ATTN: Heidi Pierce

CONTRACT #:
PROJECT NO: 2020-01
DATE: 9/3/2020
VIA: Email
FROM: Riley Ollero


CP DESCRIPTION

Landscape changes as detailed in proposal breakdown. Electrical changes as detailed in issued COP scope of work, excluding new lamps for existing parking lot light poles.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	10 REV3
The total additional cost for this COP	\$110,357.98
The total credit for this COP	-\$14,906.00
COP Grand Total	\$95,451.98
This Change Proposal is good through:	
The schedule effect of this change is:	7 Calendar Days
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: Riley Ollero; Project Engineer

09/03/2020

DATE

APPROVED BY: Heidi Pierce, MMEC 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 #: 10 REV3

DATE: 9/3/2020

Project: Benton County Admin BLDG

Job No: 2020_01

Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER
	0			0

Description: **Credit given by Banlin and/or subcontractors**

Schedule Effect: **7 Calendar Days**

Cost Code	Description	Quantity	Unit	Rate	Total Labor	Material Cost	Subcontract Proposal	Other Cost	Total
	Sunscape	1	LS		\$ -		\$ (14,906.00)		\$ (14,906.00)
									\$ -
									\$ -
TOTALS					\$ -	\$ -	\$ (14,906.00)	\$ -	\$ (14,906.00)



BCAB C.O. #2 ASI #1.1

~~#1) L1.01 / L2.01 : SSI will install basalt rock, weed fabric, 6x6 curbing and will remove the sod and irrigation as specified on the plans.~~

~~Cost for new work \$16,650.00 (Labor- \$7,800.00, Machine- \$2,950.00, Material -\$5,900.00)~~

~~Credit for original work \$5,300.00~~

~~Total after credit \$11,350.00 (This Portion is deleted from the scope of work)~~

#2) L1.03 / L2.03 : SSI will install basalt rock, weed fabric, change irrigation to drip as specified on the plans.

Cost for new work \$9,450.00 (Labor- \$3,220.00, Machine -\$1,695.00, Material -\$4,535.00)

Credit for original work \$2,600.00 (Labor- \$1,485.00, Machine- 470.00, Material- \$645.00)

Total after credit \$6,850.00

#3) L1.04 / L2.04 : SSI will install basalt rock, weed fabric, new plants, Irrigation and will remove irrigation & sod as specified on the plans.

Cost for new work \$50,550.00 (Labor- \$26,998.00, Machine- \$6,185.00, Material- \$17,367.00)

Credit for original work \$2,100.00 (Labor- \$1,015.00, Machine- \$285.00, Material- \$800.00)

Total after credit \$48,450.00

#5) L1.05 : SSI will install a new irrigation controller, then go through the existing irrigation to the old parking lot islands and connect to the new system once operational as specified on the plans.

Cost for Controllers- \$21,615.00 (Labor- \$3,315.00, Material- \$18,300.00)

Credit- \$10,206.00 (Labor- 1,560.00, Material- \$8,646.00) New Total \$11,409.00

Cost for existing Parking Lot irrigation Repairs- \$16,500.00

(Labor \$9,400.00, Machine \$5,600.00, Material \$1,500.00)

Grand Total \$83,209.00



CHANGE ORDER PROPOSAL

From: Sierra Electric, Inc. Change Request No: 5
To: Banlin Construction Date of Proposal: 8/12/2020
Job No. 20-022 Job Name: Benton County Justice Center Administration Building
Attention: Riley Ollero
Work To Be Done: Per COP 010 remove electrical panel in employee parking

Labor Hours: 8.24 \$ 46.05 Per Hour \$ 379.45
Supervision Hours: 1 \$ 47.85 Per Hour \$ 47.85
Labor Burden: 64% x Labor \$ 427.30 \$ 271.55

Total Labor Dollars \$ 698.85

Travel Time & Subsistence: Hrs. x Rate \$ -
Small Tools: x Labor \$ 698.85 \$ -
Material & Supplies: \$ 198.88

Supplier Quotes

Tools & Equipment Rentals:
Estimation, Manager Review & Admin. Costs: 2 @ \$85/hr. \$ 170.00
Additional Safety Cost: 2% of labor cost \$ 13.98
Additional Mileage, Trans. Costs: Freight
Sick and Safe Leave 2.5% of labor cost \$ 17.47

Warranty:

Consumables:

Other Misc:

Sales Tax On Material @ 0 \$ -

This change requires time extension of 1 days. Pricing void/subject to revision after 30 days. The costs represented in this change include only those costs which can be identified at this time. No impact or delay costs are included. Should it be determined that the project is impacted at a later date by multiple changes, delays, or other causes beyond our control, we will submit these costs at that time.

Total Estimated Direct Costs: \$ 1,099.18

Overhead / Profit @ \$ 109.92
Subcontractor Quote(s) \$0.00

Subtotal: \$ 1,209.10

Permits:
Bonds:

Total Change Order: \$ 1,209.10

Submitted by: Josh Murphy Date: 8/12/2020

Title: Project Manager

Benton County Admin Building : COP 010 demo electrical panel

Job Number: CO344-6

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 02 Wire & Cable ---						
2792	#8 THHN CU Stranded Wire	618	301.39 M	186.26	6.25 M	3.86
				--- 02 Wire & Cable Total ---		186.26 3.86
--- 06 Underground/Site ---						
1189	1" PVC Conduit	30	36.92 C	11.08	1.75 C	0.53
2116	1" PVC Coupling	1	39.46 C	0.39	0.04 E	0.04
2128	1" PVC Elbow	1	114.75 C	1.15	0.22 E	0.22
				--- 06 Underground/Site Total ---		12.62 0.79
--- 07 Misc ---						
11635	Demo Meter Socket	1	0.00 E	0.00	1.20 E	1.20
11639	Demo Panelboard 100A	1	0.00 E	0.00	1.20 E	1.20
11664	Demo Small Equipment Rack	1	0.00 E	0.00	0.65 E	0.65
11673	Remove #8 wire (per foot)	200	0.00 E	0.00	0.27 C	0.54
				--- 07 Misc Total ---		0.00 3.59
Job Total						198.88 8.24



BANLIN Construction

CHANGE PROPOSAL (CP) NO:

TO: MMEC Architecture
1 North Monroe ST, Suite 200
Spokane, WA 99201

PROJECT NAME: Benon County Admin Bldg.

ATTN: Heidi Pierce

CONTRACT #:

PROJECT NO: 2020-01

DATE:

VIA: Email

FROM: Riley Ollero

CP DESCRIPTION

Add 4" concrete corbel and associated reinforcement.


This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	000
The total additional cost for this COP	\$3,540.41
The total credit for this COP	\$0.00
COP Grand Total	\$3,540.41
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: Riley Ollero; Project Engineer

07/23/2020
DATE

APPROVED BY: Heidi Pierce, MMEC 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 #: 0 DATE: 7/23/2020

Project: Benton County Admin BLDG
 Job No: 2020_01
 Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: 0 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	\$ 249.50	\$ -				\$ -
	Project Manager	2	Hrs.	\$ 85.00	\$ 170.00				\$ 170.00
	Superintendent	1	Hrs.	\$ 85.00	\$ 85.00				\$ 85.00
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Site Foreman	0	Hrs.	\$ 70.00	\$ -				\$ -
	Carpenter	0	Hrs.	\$ 62.81	\$ -				\$ -
	Labors	0	Hrs.	\$ 55.87	\$ -				\$ -
	Material	0	ls	\$ -		\$ -			\$ -
	Equipment	0	ls	\$ -				\$ -	\$ -
									\$ -
	Subcontractors and Supplies								\$ -
	TruFrame - Concrete / Reinforcement	1	LS	\$ -			\$ 2,250.00		\$ 2,250.00
	Aden - Precast Panels	1	LS	\$ -			\$ 696.04		\$ 696.04
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 255.00	\$ -	\$ 2,946.04	\$ -	\$ 3,201.04

OVERHEAD: Banlin Self Perform Work	5%	\$ 12.75
PROFIT: Banlin Self Perform Work	5%	\$ 12.75
OVERHEAD: Subcontractors	2.5%	\$ 73.65
PROFIT: Subcontractors	2.5%	\$ 73.65
Safety	2.0%	\$ 64.02
Sub Total:		\$ 3,437.86
B&O TAX	0.471%	\$ 16.19
INSURANCE	0.5%	\$ 17.27
BOND	2.0%	\$ 69.08
SUBTOTAL		\$ 3,540.41
WSST - Included on Progress Payment Sheet		
TOTAL FOR CHANGE ORDER		\$ 3,540.41



Framing Contractors
 P.O. Box 1358 Battle Ground, WA. 98604
 Office: 360-667-0344
 Fax: 360-667-0399
 Cell: 360-609-5490
 Email: vadercalvin@gmail.com

Proposal V1.1

Customer ID	Good Thru	Payment Terms	Sales Rep
<i>Banlin</i>	08.21.20	Monthly progress payments	Calvin Vader

CP 17 (BCAB) - Kennewick, WA

Description	Extension
<p align="center">Structural concrete foundation corbel addition, based on Change Proposal 17 documents-</p> <p>INCLUDING:</p> <ol style="list-style-type: none"> All materials and labor to form and pour: wall corbel per CP 17 All concrete, concrete conveyance Rebar reinforcement supply and install Prevailing wages for Benton County, WA effective date of 12/19/2019 <p>NOT INCLUDING:</p> <ol style="list-style-type: none"> Power or water supply, dewatering, access for mixers and pump Surveying, Excavation, Grading, overages due to grade conditions All concrete cutting and demolition Final sealer application Waterproofing/Damp-proofing Project-Specific insurance, bid bond, performance bond, permitting Special curing or protection (cold weather, water cures, etc) unless mentioned above Vapor barrier, damp-proofing, supply and install Fall protection and trench safety by others Special inspection by others Site garbage dumpster, bathrooms, and concrete cleanout area to be provided by others, on site. <p align="center">This proposal is contingent on signed contract and mutually agreeable terms. We will need 10'-20' offset staking at gridlines, and 5' min trench width for footings. Trench safety by others.</p>	<p>Labor: <i>\$1,402.59</i></p> <p>Materials: <i>\$847.41</i></p>
Sales Tax not included	\$2,250.00

Project: Benton County Admin
Date: 07/22/20
COP # 1
General: Banlin Const.
Description: COP - 17



6200 Brinkley Rd.
 Kennewick, WA 99338
 509 783-6700
 509 783-6805 Fax

Classification	Qty.	Units	Price Per Unit	Labor Amount	Material Amount	Equipment Amount	TOTAL
Project Management	2	Hour	\$ 70.00	\$ 140.00			
Supervision	2	Hour	\$ 66.38	\$ 132.76			
PreCast Supplier Safety (2%)	4	Hour	\$ 90.00	\$ 360.00			
Block 8x8x16 sf	0	Each	\$ 2.25		\$ -		
Block 8x4x16 sf	0	Each	\$ 1.98		\$ -		
Block 8x4x16 gf	0	Each	\$ 2.68		\$ -		
Block double slope	0	Each	\$ 5.65		\$ -		
Grout: Bag	0	Each	\$ 4.10		\$ -		
Mortar	0	Yards	\$ 5.25		\$ -		
Rebar (2.6 lbs per block)	0	Lbs	\$ 0.29		\$ -		
Joint Reinforcing	0	Each	\$ 1.41		\$ -		
Wall Ties	0	Each	\$ 1.00		\$ -		
Washing	0	Sq. Ft.	\$ 0.35		\$ -		
Forklift	0	Hour	\$ 16.25			\$ -	
Mixer: 12c.u. Ft.	0	Hour	\$ 10.63			\$ -	
Block/Brick Saw	0	Hour	\$ 7.50			\$ -	
Quickie Saw	0	Hour	\$ 6.75			\$ -	
Roto Hammer	0	Day	\$ 27.00			\$ -	
Grout Pump	0	Hour	\$ 32.88			\$ -	
Scaffold, per frame per day	#of days	#of frames	Rate	\$ 3.00		\$ -	
Markups: (10%, 10%, 10%)				\$ 63.28	\$ -	\$ -	
SUBTOTALS				\$ 696.04	\$ -	\$ -	\$ 696.04

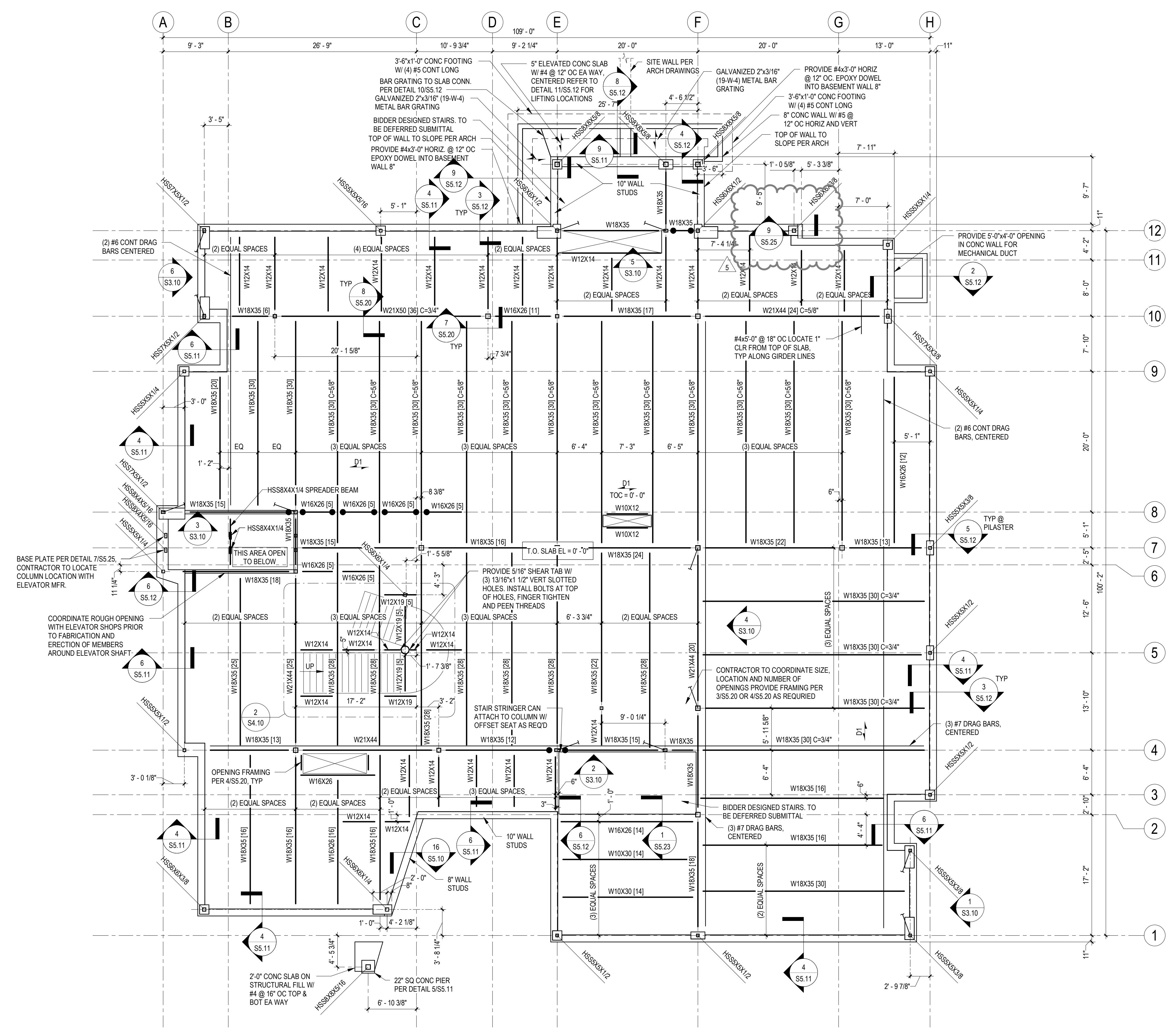
Total \$ **696**



LEVEL 1 FLOOR FRAMING
BENTON COUNTY ADMINISTRATION BUILDING
7122 WEST OKANOGAN PLACE #D
KENNEWICK, WA 99336



- SHEET NOTES**
- SEE SHEET S1.10 FOR GENERAL STRUCTURAL NOTES.
 - SEE SHEET S1.10 AND S1.20 FOR IBC SPECIAL INSPECTION TABLES.
 - FOR TYPICAL FRAMING DETAILS NOT SHOWN ON PLAN REFERENCE SHEET S5.20.
 - COLUMN SIZES AND LOCATIONS ARE SPECIFIED AT BASE OF COLUMN.
 - VERIFY ALL PLAN DIMENSIONS W/ ARCHITECTURAL PLAN PRIOR TO CONSTRUCTION.
 - INDICATES METAL FLOOR DECK SPAN DIRECTION. METAL FLOOR DECK SHALL BE 2" 18 GAGE W2 DECK W/ 3" NORMAL WEIGHT CONCRETE AND 6x6-W2.0xW2.0 WWF (5" TOTAL THICKNESS). SEE DETAIL 1/S5.20 FOR ATTACHMENT.
 - INDICATES LOCATION OF DIAGONAL BRACE GOING UP. SEE SHEET S3.10 FOR ELEVATIONS.
 - INDICATES LOCATION OF DIAGONAL BRACE GOING DOWN. SEE SHEET S3.10 FOR ELEVATIONS.
 - INDICATES NUMBER OF 3/4" WELDED HEADED STUDS. SEE 7/S5.22
 - C = 5/8" INDICATES UPWARDS CAMBER DIMENSION.
 - INDICATES MOMENT CONNECTION.
 - INDICATES DRAG CONNECTION SEE DETAIL 1/S5.20.
 - INDICATES BEAM SPLICE PER 11/S5.21, TYP.
 - TYPICAL EXTERIOR WALL FRAMING AS FOLLOWS, UNLESS NOTED OTHERWISE.
 - 6" EXTERIOR WALL STUDS AT LEVEL 1 & 2 UP TO 14'-0" TO BE 600S162-54 STUDS @ 16" OC.
 - 6" EXTERIOR WALL STUDS AT LEVEL 3 UP TO 14'-0" TO BE 600S162-54 STUDS @ 16" OC. AT LOCATIONS WHERE STUDS ARE SUPPORTING VENEER LEDGER ANGLE STUDS SHALL BE (2) 600S162-54 STUDS @ 16" OC BOXED.
 - 6" EXTERIOR WALL STUDS AT HIGH ROOF AND PARAPET UP TO 11'-0" SHALL BE 600S162-43 STUDS @ 16" OC, LIND
 - 8" EXTERIOR WALL STUDS UP TO 14'-0" TO BE 800S162-43 STUDS @ 16" OC.
 - 10" EXTERIOR WALL STUDS UP TO 24'-0" TO BE 1000S162-54 STUDS @ 16" OC.
 - BRICK VENEER TO BE SUPPORTED ABOVE THE THIRD FLOOR WITH LEDGER ANGLE PER DETAIL 7/S5.30. BOS = 3/4" x 3/4". VERIFY BOS W/ ARCH DRAWINGS.



LEVEL 1 FLOOR FRAMING PLAN
1/8" = 1'-0"



BANLIN Construction

CHANGE PROPOSAL (CP) NO: 019

TO: MMEC Architecture
1 North Monroe ST, Suite 200
Spokane, WA 99201

PROJECT NAME: Benon County Admin Bldg.

ATTN: Heidi Pierce

CONTRACT #:
PROJECT NO: 2020-01
DATE: 10/14/2020
VIA: Email
FROM: Riley Ollero


CP DESCRIPTION

Change hardware per RFI 100 & 101 response.

This Change Proposal, consisting of an estimate, responds to your Request for Proposal No.	019
The total additional cost for this COP	\$2,264.34
The total credit for this COP	\$0.00
COP Grand Total	\$2,264.34
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: Riley Ollero; Project Engineer

10/14/2020
DATE


APPROVED BY: Heidi Pierce, MMEC Architecture

10/14/2020
DATE

APPROVED BY: James Beaver, Benton County

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 #: 19

DATE: 10/14/2020

Project: Benton County Admin BLDG

Job No: 2020_01

Contractor: BANLIN CONSTRUCTION

Reference:	RC Nos	RFI NO	BULLETIN NO	OTHER

Description:

Schedule Effect: **0 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	\$ 249.50	\$ -				\$ -
	Project Manager	2	Hrs.	\$ 85.00	\$ 170.00				\$ 170.00
	Superintendent	1	Hrs.	\$ 85.00	\$ 85.00				\$ 85.00
	Project Engineer/QC	0	Hrs.	\$ 65.00	\$ -				\$ -
	Site Foreman	0	Hrs.	\$ 70.00	\$ -				\$ -
	Carpenter	0	Hrs.	\$ 62.81	\$ -				\$ -
	Labors	0	Hrs.	\$ 55.87	\$ -				\$ -
	Material	0	ls	\$ -		\$ -			\$ -
	Equipment	0	ls	\$ -				\$ -	\$ -
	Subcontractors and Supplies								
	Yadon	1	LS	\$ -			\$ 1,788.00		\$ 1,788.00
		1	LS	\$ -			\$ -		\$ -
		1	LS	\$ -			\$ -		\$ -
				\$ -			\$ -		\$ -
							\$ -		\$ -
TOTALS					\$ 255.00	\$ -	\$ 1,788.00	\$ -	\$ 2,043.00

OVERHEAD: Banlin Self Perform Work	5%	\$	12.75
PROFIT: Banlin Self Perform Work	5%	\$	12.75
OVERHEAD: Subcontractors	2.5%	\$	44.70
PROFIT: Subcontractors	2.5%	\$	44.70
Safety	2.0%	\$	40.86
Sub Total:		\$	2,198.76
B&O TAX	0.471%	\$	10.36
INSURANCE	0.5%	\$	11.05
BOND	2.0%	\$	44.18
SUBTOTAL		\$	2,264.34
WSST - Included on Progress Payment Sheet			
TOTAL FOR CHANGE ORDER		\$	2,264.34

YADON CONSTRUCTION SPECIALTIES, INC.

YAKIMA BRANCH

2009 AHTANUM ROAD
YAKIMA, WA. 98903
PHONE (509)-457-1300
FAX (509)-457-1925

Monday, October 5, 2020

Banlin Construction
Attn: Riley

Re: Benton County Administration Building

Riley,

Please see the following cost impacts for RFI's 100, 101, and 102.

087100 Door Hardware:

RFI 100: **ADD** **\$1,015.00**
(34) Change 7501 electric strikes to 1006CS.

RFI 101: **ADD** **\$773.00**
(4) Change CFM83SLF-HD1 to KDFM83-HD1
(2) Change CFM83SLF-HD1 x SER12 to KDFM83-HD1 x SER12

RFI 102: **DEDUCT** ~~**\$375.00**~~
<1> Delete electric strike from door 104

Exclusions: Refer to original bid letter.

VOID per RFI 102 REV1
Response

Terms: Net 30 days; FOB Yadon
Quote good for 14 days
Material Supply Only

If you have any questions, please call us at 509-457-1300.

Sincerely,

Kyle Anderson, DHT
Assistant General Manager

Request for Information

Project:

Benton County Administration

RFI No.: 100

Subject: Electric Strike Cylinder

Submitted BY:

Contact Name Riley Ollero
Company Name Banlin Construction
Address 320 W. Columbia Dr., Kennewick, WA 99336
Phone O: 509.586.2000 C: 509.537.6090

Date Submitted: 9/28/2020

Respond by Date: 10/5/2020

Cost Estimate: Waiting for Clarification

Time Estimate: Pending Clarification

Potential change in Contract Cost Yes No

Potential change in Contract Time Yes No

Spec Section No.:

Drawing/ Detail Reference:

Information Requested:

Upon ordering materials it has been found that the electric strikes specified in the CP's (HES 7501) will not work with the mortise locksets, they are designed to work with cylindrical locksets only. Please have the architect review and advise ASAP, the HM frames are about to start showing up by the propriate phase and if there's any chance to have the preps changed by the factory then expediency is needed here. HES makes another electric strike (1006CS) that will work with the Sargent 8200 as noted in their catalog as a viable option – however the prep size is slightly larger so please don't sit on this information so I can try and have the factory change the prep.

Referenced Data Attached: Drawings Product Data Samples Tests Reports
 Other: _____

Contractor: Banlin Construction

Date: 9/28/2020

Signed by: Riley Ollero

A/E's REVIEW AND RESPONSE

- Clarification Only Attachments
 Additional Information Required Other

A/E Reponses

Change to the 1006CS electric strikes.

Architect/ Engineer: Heidi Pierce

Signed by: *Heidi Pierce*

Date: 9/29/2020

Request for Information

Project:

Benton County Administration

RFI No.: 101

Subject: Aluminum Frame Hardware

Submitted BY:

Contact Name Riley Ollero
Company Name Banlin Construction
Address 320 W. Columbia Dr., Kennewick, WA 99336
Phone O: 509.586.2000 C: 509.537.6090

Date Submitted: 9/30/2020

Respond by Date: 10/7/2020

Cost Estimate: Waiting for Clarification

Time Estimate: Pending Clarification

Potential change in Contract Cost Yes No

Potential change in Contract Time Yes No

Spec Section No.:

Drawing/ Detail Reference:

Information Requested:

The Pemko CFM83SLF-HD is not compatible with the aluminum storefront doors. Kawneer advised that the Pemko K_FM_HD is compatible with their doors. Please advise how to proceed.

Referenced Data Attached: Drawings Product Data Samples Tests Reports
 Other: _____

Contractor: Banlin Construction

Date: 9/30/2020

Signed by: Riley Ollero

A/E's REVIEW AND RESPONSE

- Clarification Only Attachments
 Additional Information Required Other

A/E Responses

Provide Pemko K-FM83HD hinges.

Architect/ Engineer: Heidi Pierce

Signed by: _____

Heidi Pierce

Date: _____

9/30/2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	October 27, 2020	
Subject:	CARES Act Childcare Assistance Program	
Presenter:	Matt Rasmussen	
Prepared By:	Matt Rasmussen	
Reviewed By:	Jerrod MacPherson	
Type of Agenda Item:	Type of Action Needed:	
<input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only (1 st)	<input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Discussion Only (2 nd)	<input checked="" type="checkbox"/> Pass Resolution
<input checked="" type="checkbox"/> Scheduled Business	<input type="checkbox"/> Decision/Direction	<input type="checkbox"/> Pass Ordinance

Summary / Background Information

As a result of the on going COVID-19 pandemic, there has been a significant reduction in capacity at local childcare providers. This is resulting in a loss of income for these providers which are putting many at risk of closing. The County recognizes that provision of adequate childcare is necessary for our community to reopen its businesses as we recover from the impacts of the pandemic.

Working with Childcare Aware, TRIDEC, the Tri Cities Chamber of Commerce and several large area providers, staff has developed a grant program specifically targeted to childcare providers. Staff discussed the program briefly with the Board on October 6 and received direction to continue with developing it. Since then, we have developed a grant application and advertised that we are accepting applications from area providers. The deadline for applications is October 30, 2020. The final step is to approve the agreement that will be used to issue grants to the successful applicants so the County can issue grants during the month of November.

The County is dedicating up to \$1,300,000 from its CARES act funds for this program.

Fiscal Impact

Amount: Up to \$1,300,000

Fund: CARES act funding

Recommendation

Staff recommends that the Board approve the agreement for the Childcare Assistance Program grant funding. The contract has been reviewed and approved to form by the Prosecuting Attorneys Office.

Suggested Motion

I move to approve a Resolution approving the agreement for the Childcare Assistance Program grant funding and authorize the County Administrator and/or Deputy County Administrator to sign those agreements on behalf of the County.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR
AND THE DEPUTY COUNTY ADMINISTRATOR TO SIGN
“CARES ACT” CHILDCARE SUPPORT PROGRAM GRANT CONTRACTS**

WHEREAS, Benton County implemented the *Coronavirus Aid, Relief, & Economic Relief Act Community Support Program* (“CARES Act Grant Program”) during 2020 to funnel federal funds received through Washington State to struggling businesses and non-profit organizations in Benton County; and,

WHEREAS, as that program developed, an additional need to provide adequate childcare within the community to support citizens returning to work was identified; and,

WHEREAS, a new program with the primary goal to assist as many childcare providers in Benton County as possible with the initial \$1,300,000 allocation was developed. This program could generate more than 120 contract agreements with the various providers in the County; and,

WHEREAS, it would be difficult to move this volume of contracts through the County’s regular contract approval protocol by the state-imposed November 30, 2020 spending deadline based on the Commissioners’ schedule and agenda process; and,

WHEREAS, there is precedent in other areas of County business for Commissioners to transfer contract signature authority to other County officials on a case-by-case basis; **NOW THEREFORE**,

BE IT RESOLVED by the Benton County Board of Commissioners that Jerrod MacPherson, County Administrator, is authorized to approve and sign CARES Act Childcare Support Grant Program contracts as prepared by staff; and,

BE IT FURTHER RESOLVED by the Benton County Board of Commissioners that in the absence of Mr. MacPherson, Matt Rasmussen, Deputy County Administrator, is also authorized to approve and sign CARES Act Childcare Support Grant Program contracts as prepared by staff. This signature authority applies only to the CARES Act Childcare Support Grant Program contracts prepared before November 30, 2020 or before any revised/extended date as authorized by the Washington State Department of Commerce. Any new program will require the granting of new authority by the Board of Commissioners.

Dated this 27th day of October, 2020.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

orig: Commissioners

M. Rasmussen



AGREEMENT BETWEEN BENTON COUNTY AND
FOR TRANSFER AND USE OF BENTON COUNTY
“CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT” CHILDCARE
ASSISTANCE PROGRAM GRANT FUNDING

This Agreement, by and between Benton County, a political subdivision of the State of Washington (hereinafter “County”), and _____, located at _____ (hereinafter “Provider”) – collectively referred to as the “Parties” – shall be effective upon execution by both Parties.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act of 2020 (hereinafter “CARES Act”) was passed by Congress and signed into law by the President on March 27, 2020 to provide funding assistance for state and local governments as a response to the COVID-19 pandemic, and;

WHEREAS, CARES Act federal funds were passed through state governments and dispersed to city and county governments in each state, and in Washington the Department of Commerce was the facilitating agency, and the County executed its agreement for receipt of CARES Act funds with Commerce on June 16, 2020; and,

WHEREAS, the Board of Benton County Commissioners recognize that provision of adequate childcare is critical to County citizens returning to work and continuing economic recovery in the wake of the COVID-19 pandemic; and,

WHEREAS, many childcare providers in Benton County are struggling to keep their doors open as a result of restrictions placed on them to operate during the Safe Start Washington reopening plan; and

WHEREAS, the County is using a portion of its CARES Act funds to support childcare providers located in Benton County through disbursement of cash grants as part of a program the County calls its *Childcare Assistance Program*; and,

WHEREAS, this assistance allows the Provider to maintain an economic presence in Benton County, mitigate economic hardship due to the COVID-19 pandemic and emergency closures, and promote economic stabilization; and,

WHEREAS, the provider may not be reimbursed by multiple funders for the same cost (double-dipping), and this principle also applies to any recipients of CARES Act funding where no duplicate payments or supplanting of other costs is allowed; and,

WHEREAS, the Provider has been awarded a _____ Benton County CARES Act Childcare Assistance Program grant (“Grant Funds”) for the benefit of the Company for allowable expenses. The Company’s application is attached hereto as **Exhibit A**; **NOW THEREFORE**, it is agreed by the Parties hereto that:

I. Statement of Work & Certification

The County shall provide CARES Act assistance to the Provider in the amount of _____ to mitigate the adverse effects to its business as a result of the COVID-19 pandemic, whether caused directly or indirectly by the state of emergency declared on February 29, 2020 by the Governor of Washington, or public safety measures initiated related thereto.

Performance Period: April 1, 2020 to November 30, 2020.

Description of Assistance: The CARES Act assistance shall be used by the Provider solely for eligible business expenses identified as:

- Payment of rent or required monthly loan payments between April 1, 2020 and November 30, 2020. Mortgage payments for personal homes are not eligible.
- Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
- Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business incurred during COVID-19 time period.
- Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.
- Expenses for compliance with COVID-19-related public health measures, including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees. Expenses will be reviewed on a case by case basis by the County.

The Provider certifies it is not being reimbursed by other funders for these same costs (double-dipping):

Sign and Date

The Provider certifies that funds received through this agreement will be used only for eligible business expenses:

Sign and Date

The Provider acknowledges that if funding has been received for the same invoices, bill, etc. from two or more different funding entities, this funding will need to be returned and future funding for the business will be at risk:

Sign and Date

II. Method of Payment and Documentation of Expenses:

The Provider shall forward proof of payment of eligible expenses/invoices for items detailed in the aforementioned approved statement of work as requested by County. Supporting documentation includes but is not limited to images of canceled checks/bank statements, copies of invoices or receipts for rent/mortgage, utilities, and or insurance. Electronic documents (images or PDF files) are highly preferred by the County.

The County will provide payment by check not to exceed the maximum award amount identified in the Benton County CARES Act Childcare Assistance Program announcement. Provider recipient must meet the following eligibility requirements.

- **Licensed childcare provider in Washington State.**
- **Physical location in Benton County.**

- **Valid State and/or local business license as required by law.**
- **Currently open and providing care to at least one child.**
- **Is not debarred from receiving state and/or federal funds.**

III. Record Maintenance and Reporting

The Provider shall maintain complete records relating to the CARES Act assistance for two (2) years, commencing on the date of this signed Agreement. The Provider shall provide the County with such reports and information as the County may reasonably request in order to allow the County to comply with all applicable requirements of the granting authority. Records will remain confidential, used only to meet federal, State, and County requirements, and withheld as applicable from disclosure.

IV. Subrogation and Duplication of Benefits

In consideration of Provider's receipt of CARES Act assistance by this Agreement, the Provider hereby assigns to the County all future rights to reimbursement and all payments received from any grant, subsidized loan, insurance policies of any type, or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or other program, to the extent of proceeds paid to the Provider under this Agreement determined in the sole discretion of the County to be a duplication of benefits.

Upon receiving any duplication of benefit proceeds, the Provider agrees to immediately notify the County. If some or all of the proceeds are determined to be a duplication of benefit, the portion that is a duplication of benefit shall be repaid to the County forthwith.

V. Severability

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

VI. Waiver

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

VII. Event of Default

If the Provider fails to comply with all the requirements set forth herein, said failure to comply shall be deemed an event of default as described below and the Provider shall immediately repay the CARES Act assistance in full. An event of default shall arise under this Agreement upon the occurrence of any one or more of the following:

- The Provider assigns this Agreement and assistance thereof to another party, unless authorized through a signed amendment by all Parties.
- Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement proves to be false in any material respect.
- The Provider uses CARES Act assistance for illegal activities, or for prohibited activities including political activities, inherently religious activities, lobbying, political patronage, and/or nepotism activities.
- The Provider fails to pay and keep current all local taxes, state and federal income taxes and such other taxes as may be owed, notwithstanding any grace period allowed by state and federal governments.
- The Provider closes or ceases to provide childcare services.

VIII. Amendment

A formal amendment to this Agreement shall be required in the event there is an approved material change to the proposed use of funds and Statement of Work. A formal amendment shall be required in the event there is an approved change to the performance period. No amendment shall be binding unless in writing and signed by both parties.

IX. Entire Agreement

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

X. Governing Law

This Agreement shall be governed by, interpreted, applied and enforced in accordance with the laws of the State of Washington.

XI. Electronic Signatures

This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by e-mail or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Provider: _____

Benton County

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Matt Rasmussen

From: Eric Andrews
Sent: Wednesday, October 21, 2020 4:07 PM
To: Matt Rasmussen
Cc: Adam Fyall; Bobbi Romine
Subject: RE: Contract for review

Thank you for making those changes. I approve as to form.

R/

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>
Sent: Wednesday, October 21, 2020 10:10 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Adam Fyall <Adam.Fyall@co.benton.wa.us>; Bobbi Romine <Bobbi.Romine@co.benton.wa.us>
Subject: RE: Contract for review

I believe I've made the necessary changes. Thanks for getting on this so quickly.

We are aware of the audit requirements and are being diligent to make sure we get and keep all supporting documentation for the money we are spending. Anything we see that gives us a bad feeling we'll be rejecting.

Let me know if there is anything else.

Matt

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Wednesday, October 21, 2020 9:45 AM
To: Matt Rasmussen <Matt.Rasmussen@co.benton.wa.us>
Cc: Adam Fyall <Adam.Fyall@co.benton.wa.us>; Bobbi Romine <Bobbi.Romine@co.benton.wa.us>
Subject: RE: Contract for review

Matt,

Thanks for the responses. If someone could narrow the language on the applicable provisions I will review for you today. Also, I am sure you talked to Adam about this already, but one of our big discussions early on was the staff burden for the audit procedures. This money is subject to not just State audit procedures but Federal as well. We need to remain diligent that we pay out for "reimbursements" and need to have accurate record keeping. With Tridec doing it before we were able to burden shift a little bit because they gathered everything up and it was a lump sum grant. Here, it sounds like they may be able to apply several times as we have not put any conditions on that. As