Jerome Delvin
District 1
Shon Small
District 2
Will McKay
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, January 12, 2021

9:00 AM **Call to Order**
Approval of Minutes
- ❖ **December 22, 2020**
- ❖ **December 29, 2020 ~ Special Meeting**

Review Agenda
Consent Agenda

Animal Control
a. Rescinding Resolution No. 2020-810, Agreement w/Vista Veterinary Hospital, Correcting the Termination Date

Capital Projects
b. Line Item Transfer, Fund No. 0305-101, Dept. No. 000

Commissioners
c. Contract w/CI Support for Local Document Destruction Services
d. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 138
e. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123

Coroner
f. Agreement w/Snohomish County Medical Examiner's Office for Forensic Pathology Services

Corrections

g. Line Item Transfer, Fund No. 0000-101, Dept. 120
h. Line Item Transfer, Fund No. 0000-101, Dept. 120
i. Revising the Benton County Inmate Benevolence Fund; Rescinding Resolution 2019-770
j. Agreement w/Ideal Option for Medicated Assisted Treatment for Opioid Treatment Networks

Facilities

k. Payment to Banlin Construction for Unpaid Sales Tax for Emergency Locker Room Access
l. Line Item Transfer, Fund No. 00001-101, Dept. 110

Fairgrounds

m. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Resources

n. Line Item Transfer, Fund No. 0000-101, Dept. 105
o. Line Item Transfer, Fund No. 0000-101, Dept. 124
p. Line Item Transfer, Fund No. 0000-101, Dept. 127
q. Line Item Transfer, Fund No. 0109-101, Dept. 000
r. Line Item Transfer, Fund No. 0124-101, Dept. 000
s. Contract w/ProClaim, Inc for Unemployment Third Party Administrator Services
t. Contract w/Penser North America for Worker's Compensation Claims Management Services
u. Amendment II, Agreement w/Teamsters Local 839, Representing Bailiff Employees
v. Re-Adoption of the Voluntary Early Retirement Plan

Human Services

w. Line Item Transfer, Fund No. 0108-101, Depts. 551, 560 & 568

Information Technology

x. Purchase of One Fujitsu Scanner for OPD From Amazon.Com
y. Purchase of One Docking Station w/90W Power Supply for Sheriff Patrol From Dell
z. Purchase of One-Year AutoCAD Software Subscription Renewal from SHI International
aa. Purchase of Three Laptops, Three Docking Stations & Two Monitors for OPD From Dell
bb. One-Year Eden Software Maintenance & Support Plan Renewal From Tyler Technologies

Juvenile

cc. Line Item Transfer, Fund No. 0115-101, Dept. 171
dd. Line Item Transfer, Fund No. 0115-101, Dept. 171

Office of Public Defense

ee. Agreement w/WA State Office of Public Defense for Grant Funding

Parks

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

Pest Board

gg. Line Item Transfer, Fund No. 0150-101, Dept. 000

Planning

hh. Line Item Transfer, Fund No. 0000-101, Dept. 116

Prosecuting Attorney

ii. Line Item Transfer, Fund No. 0000-101, Dept. 117

Public Safety

jj. Line Item Transfer, Fund No. 0148-101, Dept. 123 to 138

Public Works

kk. Adoption of ER&R Department Shop Rate
ll. Contract w/Continental Door Company for On-Call Garage Door Maintenance & Repair
mm Line Item Transfer, Fund No. 0155-101, Dept. 000
nn. Franchise to Washington State University to Place An Irrigation System & Facilities in

County Road Rights of Way
oo. Agreement w/City of Richland to Seal Coat Roads
pp. Authorization for Bid Process for 2021 Bituminous Surface Treatment Area 5 & Edge Repair

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

Public Hearing

Right of Way Vacation of County Right-of-Way Abutting SR 397 ~ C Woods

Altered Plat of Steeplechase, Phase 2 – SA 2020-002 ~ M Cooke

Scheduled Business

2021 Historic Preservation Grant Applications ~ S Palmus

2021 Benton County Legislative Agenda ~ S Palmus

Financial Software Upgrade ~ D Calhoun

Board Discussion Regarding the Governor's Current Proclamation ~ Commissioner McKay

Board Assignments of the Board of County Commissioners for 2021 ~ Commissioners

Other Business

Executive Session

County's Position/Strategy for a Union Grievance ~ S Hallstrom

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, December 22, 2020, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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

Absent: Chairman James Beaver

Benton County Employees Present During All or a Portion of the Meeting: Matt Rasmussen, Deputy County Administrator; Robert Heard, IT Manager; Robert Blain, Operations/Capital Programs; HR Manager Lexi Wingfield; Scott Souza, Chief of Corrections; Risk Manager Adam Morasch.

Approval of Minutes

The Minutes of December 15, 2020 were approved.

Review Agenda

Jerrod MacPherson requested the following changes to the agenda:

- Pull the discussion on PERC Notice to Employee Compliance
- Contract with Dept. of Corrections
- Corrections Dept. Layoffs – Vacation and Sick Leave Cash Out
- MOU – Teamsters – Kelly Time
- Response to Cities – Jail Use Agreement
- Interagency Agreement with Washington State University Extension
- Continuation of Ad Campaign with Visit Tri-Cities

Commissioner Small requested the following discussions be added to the agenda:

- Resolution – Authorizing Unused Sick Leave – VEBA Trust Account
- Amendment to Voluntary Early Retirement Policy

Consent Agenda

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

Assessor

a. Line Item Transfer, Fund No. 0129-101, Dept. 000

Capital Projects

b. Line Item Transfer, Fund No. 0305-101, Dept. 000

Commissioners

c. Appointment of Dean Dennis to the Kennewick Irrigation District Board
d. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 107
e. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 101
f. Line Item Transfer, Fund No. 0000-101, Dept. 139

Corrections

g. Contract w/Summit Food Service for Food Services
h. First Contract Amendment w/Lourdes Hospital for Mental Health Services
i. Agreement w/Mister Car Wash for Washing of Fleet Vehicles; Amending Resolution 2018-720
j. Contract w/WA State Health Care Authority for Opioid Treatment Networks @ the Jail

District Court

k. Contract w/Washington Collectors Tri-Cities for Collection of Unpaid Court Assessments
l. Second Amended Contract w/NCourt LLC for Online Payment Services

Human Resources

m. Establishing a Special Programs Coordinator Classification Description
n. Establishing a Salary Grade for a Special Programs Coordinator
o. Agreement w/Teamsters Local 839, Representing Corrections Officers
p. Amendment 1 to Agreement w/Teamsters Local 839 Representing Juvenile Detention
q. Amendment 1 to Agreement w/Benton-Franklin Juvenile Court Guild, Representing Court Employees
r. Settlement Agreement w/AFSCME, Representing Appraisers & B Crawford
s. Settlement Agreement w/AFSCME, Representing Appraisers & C Hughes

Human Services

t. Ratifying First Amendment w/Goodwill Industries for Eviction Rent Assistance

Information Technology

u. Contract w/CompuNet for Renewal of Cisco Smartnet & FirePower Support & Maintenance
v. Purchase of One HP DesignJet HD Pro MFP Printer from Southern Computer Warehouse for Public Safety Services Building
w. 3-Year Subscription VMWare Virtualization Software From CompuNet

Juvenile

x. Adopting Benton County Flat Monthly Payments for Operations & Facilities Budget
y. Adopting Franklin County Flat Monthly Payments for Operations & Facilities Budget

Office of Public Defense

z. Amending Superior Court Public Defense Services Contract w/Michelle Alexander
aa. Amending Superior Court Public Defense Services Contract w/Justin Andrews
bb. Amending Superior Court Public Defense Services Contract w/Nicholas Blount
cc. Amending Agreement w/Columbia Private Investigation for Public Defense Investigation Services
dd. Amending Agreement w/Premier Investigations for Public Defense Investigation Services
ee. District & Juvenile Courts Public Defense Contract w/Gravis Law

ff. Amending Agreement w/GT Investigations for Public Defense Investigation Services
gg. Benton County Public Defense Services Contract Amendment w/Summer Rife
hh. Amending Superior Court Public Defense Services w/Scott Rodgers

Public Safety

ii. First Agreement Amendment w/Forge Youth Mentoring for Mentoring Services
jj. First Amended Agreement w/Kiona-Benton City School District for Crime Prevention Services
kk. First Amended Contract w/Benton-Franklin Health District for Nurse Family Partnership Program

Public Works

ll. Northwest Pipeline Franchise for Natural Gas Transmission System in County Road Right of Way
mm Second Amendment to Contract w/HDR Engineering for Retrofit of Existing Structure to Moderate Risk Waste Facility
nn. Contract w/Jack's Superior Auto Body for Automobile Body Repair
oo. Purchase of Bulk Diesel Fuel From Christensen
pp. Consultation Agreement w/PBS Engineering & Environmental for 20521 On-Call Services
qq. Contract w/Mel's Inter-City Collision for As Needed Towing Services
rr. Contract w/Mel's Inter-City Collision for As Needed Automobile Body Repair Services

Risk Management

ss. Second Amended Contract w/Parker Corporate Services for Security Services
tt. Contract w/Tri Cities Monitoring for Security Services
uu. Contract w/Pacific MicroRem for X-Ray & Metal Detector Machines Services

Sheriff

vv. Solicitation of Bids for Procurement of Pistols & Accessories, CB 20-37

Public Comment

None.

Change Order No. 2 - V K Powell Construction

Robert Blain presented a change order with V K Powell Construction, including five modifications for unanticipated items in the amount of $5,620.00 plus WSST.

MOTION: Commissioner Delvin moved to approve the resolution approving Contract Change Order No. 2 with V K Powell Construction LLC for the Courthouse Upgrades project increasing the contract by $5,620.00 plus WSST for a new contract amount not to exceed $897,954 plus WSST. Commissioner Small seconded and upon vote, the motion carried.

Change Order No. 5 – Banlin Construction for Administration Building

Robert Blain presented a change order with Banlin Construction for the Administration Building, in the amount of $10,978.80 plus WSST with no increase in contract time.

MOTION: Commissioner Delvin moved to approve the resolution approving Change Order No. 5 with Banlin Construction LLC for the new administration building project increasing the contract by $10,978.00 plus WSST for a new contract amount not to exceed $13,587,174 plus WSST. Commissioner Small seconded and upon vote, the motion carried.

Corrections Department Position Changes Due to Reduction In Force

Chief Scott Souza and Adam Morasch, Risk Manager discussed alternatives to help reduce the number of positions that would be laid off as follows:

- Restarting the work crew program with a 100% county utilization. The current vacant work crew deputy position would be filled with an existing corrections officer, to reduce one employee being laid off to take that position.
- One position will be moved to the Inmate Benevolence Fund to allow that employee to remain with the County for one additional year, to get through the worst of the COVID-19 pandemic.
- The security supervisor, currently within the Corrections Budget, would be moved to Risk Management, allowing Corrections to retain one additional corrections officer.

MOTION: Commissioner Delvin moved to approve the line item transfers as follows:

- Within Inmate Benevolence Fund number 0116101 for a new custody officer position
- Within Insurance Management Fund number 0504101 for a new security officer supervisor position
- Within Current Expense Fund 0000101, Dept. 120 Corrections, to change a security supervisor to a custody officer.

Commissioner Small seconded and upon vote, the motion carried.

Other Business

Interagency Contract with Department of Corrections

Scott Souza presented a Contract with the Washington State Department of Corrections. He said Governor Inslee's proclamation 20-80 – DOC Prison Commitments would temporarily suspend the transfer of newly sentenced felons from county jails to Department of Corrections and this new contract established a temporary per diem rate during this suspension and contract term.

Commissioner Delvin asked if this was a temporary fix until January 8 and Chief Souza indicated that was correct and they had reached out to start negotiating a new contract.

MOTION: Commissioner Delvin moved to approve the attached Interagency Contract between Benton County and Department of Corrections for Proclamation 20-80 – Prison Commitments for a rate further outlined in the Interagency Contract between Benton County and Department of Corrections. Commissioner Small seconded and upon vote, the motion carried.

Vacation and Sick Leave Cash Out – Employees Being Laid Off in Corrections

Lexi Wingfield and Scott Souza presented a resolution to allow employees being laid off to be able to cash out vacation and sick leave, regardless of length of service. This resolution would not be precedent setting and would allow all vacation accrued to be cashed out and 25% of the employees unused sick leave not to exceed $3,000.00 for the employees being laid off effective January 1, 2021.

MOTION: Commissioner Delvin moved to approve the resolution in the matter of vacation and sick leave cash out for employees being laid off in the Corrections Department effective January 1, 2021 as presented. Commissioner Small seconded and upon vote, the motion carried.

Memorandum of Understanding – Teamsters Local 839 and Local 760 – 2021 Kelly Time

Scott Souza and Lexi Wingfield presented a Resolution authorizing a Memorandum of Understanding to change the way Kelly time is used in 2021. The unions would be voting on the matter and they anticipated the agreement would be approved. The resolution authorized the Chairman to sign, pending approval by the unions.

MOTION: Commissioner Delvin moved to approve the resolution as presented to sign the MOU regarding Kelly time and authorize the Chairman to sign, pending approval by the unions. Commissioner Small seconded and upon vote, the motion carried.

Unused Sick Leave at Voluntary Retirement - VEBA

Commissioner Small requested the Board authorize unused sick leave be paid into an employee's VEBA Trust Account at his voluntary retirement in lieu of being paid for the sick leave and saving the County from paying payroll taxes on this amount.

MOTION: Commissioner Small moved to approve the resolution authorizing the unused sick leave at voluntary retirement be paid into Steve Caughey's VEBA Trust Account as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Early Retirement Incentive – Amend Policy

Commissioner Small requested the new Early Retirement Incentive policy eligibility be changed from 25 years to 20 years. Commissioner Delvin said he did not have a problem with that change. Ms. Wingfield said the program would be open through January 29 and she would submit the amendment for the Board's approval at the next meeting in January and would let eligible employees know they could apply.

Response to Cities – Jail Use Agreement

Mr. MacPherson presented a letter in response to the Cities received on December 10 regarding the proposed jail use agreement.

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

Interagency Agreement with WSU Extension

Matt Rasmussen presented the Interagency Agreement with Washington State University Extension. He said that Benton County appropriated certain funds to assist the WSU Extension program and the agreement needed to be executed prior to the beginning of the new budget.

MOTION: Commissioner Small moved to approve the Interagency Agreement between Washington State University Extension and Benton County as presented. Commissioner Delvin seconded and upon vote, the motion carried.

COVID-19 - Ad Campaign Continuation

Mr. MacPherson and Mr. Rasmussen discussed continuing the ad campaign with Visit Tri-Cities. Benton County contributed $430,000 to an advertising campaign to Visit Tri-Cities who worked collaboratively with the Health District and put out a lot of good information to the community. The agreement ended on December 15 and given the current circumstances, they felt it was important to keep this campaign and messaging going to keep the numbers down and provide information about the vaccine rollouts.

They estimated the cost at $150,000 and Visit Tri-Cities was working with larger area employers to try and offset some of these costs, but if it were split between Benton and Franklin Counties, with no private contributions, Benton County's cost would be $100,000. Mr. Rasmussen said they had money available in the contingency fund to contribute to this campaign and there could potentially be additional funding coming from the State with the new relief package.

The Board indicated it was agreeable to the proposal, and requested they reach out to the cities to see if they were willing to participate and to go forward with funding from the 2019-2020 budget.

MOTION: Commissioner Small moved to approve paying up to $100,000 for the continuation of the ad campaign as presented. Commissioner Delvin seconded and upon vote, the motion carried.

Commissioner Small also requested Shyanne Palmus put out some information to the public regarding this issue.

Meeting Cancellations

Mr. MacPherson reminded the Board the meetings of December 29, 2020 and January 5, 2021 were cancelled, and the Board would meet again on January 12, 2021.

Payroll

Check Date: 12/15/2020

Payroll Draw Checks
Warrant # 242947
Direct Deposit #: 158521-158683
Total all funds: $115,559.35

Payroll Draw Deductions/Transfers
Taxes #: 101201212
Total all funds: $33,780.46

Accounts Payable

Check Date: 12/11/2020

P-Cards: #1220
Total all funds: $327,335.24

Check Date: 12/15/2020

Warrant #: 212805-212808
Total all funds: $320,991.55

Resolutions

2020-993: Line Item Transfer, Fund No. 0129-101, Dept. 000
2020-994: Line Item Transfer, Fund No. 0305-101, Dept. 000
2020-995: Appointment of Dean Dennis to the Kennewick Irrigation District Board
2020-996: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 107
2020-997: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 101
2020-998: Line Item Transfer, Fund No. 0000-101, Dept. 139
2020-999: Contract w/Summit Food Service for Food Services
2020-1000: First Contract Amendment w/Lourdes Hospital for Mental Health Services
2020-1001: Agreement w/Mister Car Wash for Washing of Fleet Vehicles; Amending Resolution 2018-720
2020-1002: Contract w/WA State Health Care Authority-Opioid Treatment Networks - Jail
2020-1003: Contract w/Washington Collectors Tri-Cities for Collection of Unpaid Court Assessments
2020-1004: Second Amended Contract w/NCourt LLC for Online Payment Services
2020-1005: Establishing a Special Programs Coordinator Classification Description
2020-1006: Establishing a Salary Grade for a Special Programs Coordinator
2020-1007: Agreement w/Teamsters Local 839, Representing Corrections Officers
2020-1008: Amendment I to Agreement w/Teamsters Local 839 Representing Juvenile Detention

2020-1009: Amendment I to Agreement w/Benton-Franklin Juvenile Court Guild, Representing Court Employees
2020-1010: Settlement Agreement w/AFSCME, Representing Appraisers & B Crawford
2020-1011: Settlement Agreement w/AFSCME, Representing Appraisers & C Hughes
2020-1012: Ratifying First Amendment w/Goodwill Industries for Eviction Rent Assistance
2020-1013: Contract w/CompuNet for Renewal of Cisco Smartnet & FirePower Support & Maintenance
2020-1014: Purchase of One HP DesignJet HD Pro MFP Printer from Southern Computer Warehouse for Public Safety Services Building
2020-1015: 3-Year Subscription VMWare Virtualization Software From CompuNet
2020-1016: Adopting Benton County Flat Monthly Payments for Operations & Facilities Budget
2020-1017: Adopting Franklin County Flat Monthly Payments for Operations & Facilities Budget
2020-1018: Amending Superior Court Public Defense Services Contract w/Michelle Alexander
2020-1019: Amending Superior Court Public Defense Services Contract w/Justin Andrews
2020-1020: Amending Superior Court Public Defense Services Contract w/Nicholas Blount
2020-1021: Amending Agreement w/Columbia Private Investigation for Public Defense Investigation Services
2020-1022: Amending Agreement w/Premier Investigations for Public Defense Investigation Services
2020-1023: District & Juvenile Courts Public Defense Contract w/Gravis Law
2020-1024: Amending Agreement w/GT Investigations for Public Defense Investigation Services
2020-1025: Benton County Public Defense Services Contract Amendment w/Summer Rife
2020-1026: Amending Superior Court Public Defense Services w/Scott Rodgers
2020-1027: First Agreement Amendment w/Forge Youth Mentoring for Mentoring Services
2020-1028: First Amended Agreement w/Kiona-Benton City School District for Crime Prevention Services
2020-1029: First Amended Contract w/Benton-Franklin Health District for Nurse Family Partnership Program
2020-1030: Northwest Pipeline Franchise for Natural Gas Transmission System in County Road Right of Way
2020-1031: Second Amendment to Contract w/HDR Engineering for Retrofit of Existing Structure to Moderate Risk Waste Facility
2020-1032: Contract w/Jack's Superior Auto Body for Automobile Body Repair
2020-1033: Purchase of Bulk Diesel Fuel From Christensen
2020-1034: Consultation Agreement w/PBS Engineering & Environmental for 20521 On-Call Services
2020-1035: Contract w/Mel's Inter-City Collision for As Needed Towing Services
2020-1036: Contract w/Mel's Inter-City Collision for As Needed Automobile Body Repair Services
2020-1037: Second Amended Contract w/Parker Corporate Services for Security Services
2020-1038: Contract w/Tri Cities Monitoring for Security Services
2020-1039: Contract w/Pacific MicroRem for X-Ray & Metal Detector Machines Services
2020-1040: Solicitation of Bids for Procurement of Pistols & Accessories, CB 20-37

2020-1041: Approving Contract Change Order No. 2 with V K Powell Construction LLC
2020-1042: Approving Contract Change Order No. 5 with Banlin Construction
2020-1043: Transfer of Funds within Inmate Benevolence Fund 0116-101
2020-1044: Transfer of Funds within Insurance Management Fund 0504-101
2020-1045: Transfer of Funds within Current Expense Fund 0000-101, Dept. 120
2020-1046: Interagency Contract Between Benton County and Dept. of Corrections – DOC Prison Commitments
2020-1047: Vacation and Sick Cash Out for Employees Being Laid Off – Corrections Dept.
2020-1048: Authorizing MOU Between Benton County and Teamsters – Kelly Time
2020-1049: Authorizing Unused Sick Leave at Voluntary Retirement into Employee's VEBA
2020-1050: Authorizing Interagency Agreement between Washington State University Extension and Benton County

There being no further business before the Board, the meeting adjourned at approximately 9:58 a.m.

_____ _____

Clerk of the Board Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Special Board Meeting
Tuesday, December 29, 2020, 10:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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

Absent: Chairman James Beaver

Benton County Employees Present During All or a Portion of the Meeting: HR Manager Lexi Wingfield; Alex Garcia, IT.

Discussion and Possible Decision – Memorandum of Understanding with Teamsters Local 839, Representing Corrections Officers and Correction Clerical Employees – Regarding Sick and Vacation Leave Cash Out for Employees Subject to Reduction in Work Force Terminations

Lexi Wingfield presented the Memorandum of Understanding between Benton County and Teamsters Local 839 to allow employees being termed January 1, 2021 to cash out sick and vacation as previously discussed. The agreement was approved to form by the PA's office and signed by the union.

Ms. Wingfield reiterated this was not precedent setting, nor did it change language in the current contracts, and was very specific to this situation.

MOTION: Commissioner Delvin moved to approve the Memorandum of Understanding Between Benton County and Teamsters Local 839 Representing Corrections Officers and Clerical Employees as presented and allow the Clerk of the Board to use their electronic signature. Commissioner Small seconded and upon vote, the motion carried.

Resolution No. 2020-1051: MOU – Benton County and Teamsters Local 839 Representing Corrections Officers and Correction Clerical Employees

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

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021 **Memo Date:** December 17, 2020
Subject:	Rescind Res. No. 2020-810 and adopt a new Resolution correcting the termination date
Presenter:	
Prepared By:	Greg Wendt
Reviewed By:	Greg Wendt

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

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

Summary / Background Information

The Board of Benton County Commissioners on November 10, 2020 signed Resolution No. 2020-810 approving a contract between Benton County and Vista Veterinary Hospital Inc., P.C. Since that date, an error in the termination date in Resolution No. 2020-810 of the above-mentioned contract was discovered and Staff desires to correct said error.

Staff requests the Board of County Commissioners rescinds Resolution No. 2020-810 and approves the attached resolution regarding a contract between Benton County and Vista Veterinary Hospital not to exceed $15,000 and that said approved contract shall commence January 1, 2021 and shall terminate on December 31, 2021.

Fiscal Impact

Amount not to exceed $15,000 to be paid out of Current Expense (0000-101) Department 137 Animal Control's Budget. No supplement required.

Recommendation

Pass the resolution to correct the error.

Suggested Motion

Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RESCINDING RESOLUTION NO. 2020-810 REGARDING A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND VISTA VETERINARY HOSPITAL INC., P.C. DOING BUSINESS AS VISTA VETERINARY HOSPITAL FOR "AS NEEDED" SPAY AND NEUTERING SERVICES FOR THE ANIMALS HOUSED IN THE BENTON COUNTY ANIMAL CONTROL FACILITY TO CORRECT THE TERMINATION DATE

WHEREAS, The Board of Benton County Commissioners on November 10, 2020 signed Resolution No. 2020-810 approving a contract between Benton County and Vista Veterinary Hospital Inc., P.C.; and,

WHEREAS, an error in the termination date in Resolution No. 2020-810 of the above-mentioned contract was discovered and the Board of Benton County Commissioners desires to correct said error, NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby rescinds Resolution No. 2020-810 and approves this resolution regarding a contract between Benton County and Vista Veterinary Hospital not to exceed $15,000 and that said approved contract shall commence January 1, 2021 and shall terminate on December 31, 2021.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

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

Attest_____
Clerk of the Board

GW/djh

Canine Control, PLN

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND 0305-101, 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 12th day of January, 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D Calhoun

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr: 000

Fund Name: Capital Projects

Fund Nbr: 0305101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	6,000,000
TOTAL			$6,000,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.130	6201	Building	6,000,000
TOTAL			$6,000,000

Explanation:

To appropriate funding for New Administration Building in 2021/2022 budget

Prepared by: Debbie Calhoun

Date: 12-Jan-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Approval of a service contract with CI Information Management for document destruction services
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	R. Blain

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

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

Summary / Background Information

A majority of the County departments need document destruction services on a recurring basis. For at least the last 4 years the County has had a contract with CI Information Management. Staff researched what other document destruction companies service our area and found only one other – Shred It, out of Spokane. Quotes were solicited from both companies and the base quotes are as follows:

	64-gallon container	Additional 64-gallon containers
Shred-It, Spokane, WA	$45.00/each	$20.00/each
CI Information Management, Kennewick, WA	$24.00/each	$18.00/each

The departments that have used CI in the past have been pleased with the services they provide.

Fiscal Impact

Amount: Not to exceed $75,000.00

Fund: Various funds – all County departments are allowed to use the contract

Recommendation

The Director of Operations and Capital Programs recommends approval of the contract for document destruction services to CI Information Management in an amount not to exceed $75,000.00.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND CI SUPPORT, LLC DBA CI INFORMATION MANAGEMENT FOR LOCAL DOCUMENT DESTRUCTION SERVICES FOR ALL BENTON COUNTY DEPARTMENTS

WHEREAS, a majority of the departments in Benton County need document destruction services on a recurring basis; and

WHEREAS, staff solicited quotes from the two vendors that we could find that service this area and the base quotes are as follows:

	64-gallon container	Additional 64-gallon containers
Shred-It, Spokane, WA	$45.00/each	$20.00/each
CI Information Management, Kennewick, WA	$24.00/each	$18.00/each

WHEREAS, CI Support, LLC dba CI Information Management was the lowest quote; and most departments using them currently as their primary document destruction company are pleased with the services they provide; and

WHEREAS, the Director of Operations and Capital Programs recommends approval of the contract to CI Support, LLC dba CI Information Management; **NOW, THEREFORE,**

BE IT RESOLVED the Board of County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and approves the contract for document destruction services for all Benton County Departments to CI Support, LLC dba CI Information Management for a contract amount not to exceed $75,000.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED the contract shall begin January 1, 2021 and shall expire on December 31, 2022.

Dated this 12th day of January, 2021.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works S. Christen

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 **CI SUPPORT, LLC dba** CI INFORMATION MANAGEMENT, a corporation organized under the laws of the State of Washington with its principal offices at 900 South Dayton, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – CI Information Management's Proposal.

In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Contract and any exhibits to this Contract, the terms and conditions of this Contract shall prevail.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR agrees to provide local document destruction services to all participating COUNTY facilities as set forth in Exhibit A which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

f. The COUNTY does not guarantee utilization of this Contract. The County may award contracts to other vendors for similar services. Actual utilization will be based on availability, proximity of vendor facilities, pricing, or any other factors deemed important to 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:	Justin Cardenas, Shred Division Mgr.
Address:	900 South Dayton
	P.O. Box 7346
	Kennewick, WA 99336
Phone:	509-586-6090
Email:	justinmc@cishred.com

b. For COUNTY:

Name:	Paul Schut, Procurement & Contract Coordinator
Address:	7122 W. Okanogan Pl., Bldg. A
	Kennewick, WA 99336
Phone:	509-786-5600
Email:	procurement@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, which is attached hereto and incorporated herein by.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Seventy-Five Thousand Dollars ($75,000.00), including W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

a. MUTUAL INDEMNITY. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

b. A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

c. In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

d. In any and all claims against CONTRACTOR or its officers, officials, employees, or agents by any employee of COUNTY, 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 Section 7 of this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for COUNTY 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 COUNTY expressly waives any immunity COUNTY might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington.

e. In any and all claims against COUNTY or its officers, officials, employees, or agents by any employee of CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 7 of this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that CONTRACTOR expressly waives any immunity CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington.

f. SURVIVAL OF INDEMNITY OBLIGATIONS. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Contract.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions**:

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

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

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

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

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

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

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

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or

cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

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

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving 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.

28. LIMIT OF LIABILITY

Both parties' maximum liability under this Contract for any and all claims brought by either party involving data breaches shall not exceed the aggregate amounts paid by the COUNTY with respect to services provided under the Contract during the twelve (12) months preceding the event which gives rise to the claim. In no event shall either party be liable for any consequential, incidental, special, punitive or similar types of damages brought by either party associated with any data breach claim, regardless of whether the action is brought in tort, contract or any other theory.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated:_____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest:_____
Clerk of the Board

Approved as to Form

_____
Ryan Lukson, Civil Deputy Prosecuting Attorney

Dated: 01/05/2021

FOR: CI SUPPORT, LLC dba CI INFORMATION MANAGEMENT

_____
Signature

Shred Division Manager
Title:

Justin Cardenas
Print Name

Exhibit A
Service & Pricing

Prepared by: CI Information Management	Date: 12/17/2020
Justin Cardenas Shred Division Manager service@cishred.com Ph. (509)586-6090 x1600	900 South Dayton PO Box 7346 Kennewick, WA 99336 Fax: 509-585-1443

Prepared for: Benton County	Location
Paul Schut Procurement/Contract Coordinator Paul.Schut@co.benton.wa.us	7122 W Okanogan Pl Kennewick WA 99336 509-783-1451 Ext. 3880

Service Description	Frequency	Cost
Secure Container Recurring Destruction Service	Varies By Location	$24 per Container
Purge Service of 5 or More 64 Gallon Containers	As Needed	$18 per Container

All services to incur an additional Fuel & Environmental surcharge of 18%.

DESCRIPTION OF SERVICES.

- CI Information Management (The Contractor) shall furnish containers to Benton County (The County) for the exclusive purpose of depositing into such bins confidential wastepaper, and other materials The Contractor agrees to accept for shredding ("Shred Materials").
- The Contractor will provide the services for the secure destruction of media or materials that is reasonably in accordance with The Contractor's written and published guidelines, provided that The County acknowledges that The Contractor may dispose of the Shred Materials by shredding, puncturing, incinerating or any other means that are generally accepted in the industry for disposing of similar materials ("Services"). References herein to "shredding" shall be understood to include all such methods of disposal.
- The County acknowledges that The County's Shred Materials may be commingled with shred materials of others and that The County's Shred Materials may be recycled after they are shredded.
- The Services may be performed as part of a regular schedule, as set forth below on pg. 3 of this Exhibit A, or pursuant to specific requests from The County.
- The County agrees to provide The Contractor with a minimum of thirty (30) days advance written notice of any material change in The County's service requirements or volumes.

SUBCONTRACTORS

Contractor shall be entitled to utilize the services of NAID Certified subcontractors selected by Contractor upon written notice to County. Contractor will require that all of the subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement agree and are bound to all of the terms and conditions of the Contract.

Subcontractors Utilized	Services
Commodity Resource and Environmental	Destruction and Recycle of X-rays, Micro Media & Other Electronic Media

CI Information Management is a division of Columbia Industries (CI). By utilizing CI Information Management services, your dollars support Columbia Industries, a mission-based organization committed to supporting and empowering individuals with disabilities and other challenges in order to help them achieve personal success and community engagement. Columbia Industries is a nonprofit organization established in 1963.

Please call us at 509-586-6090 if you have any questions. Thank you for allowing us to provide you this quote.

Additional Services & Terms

Additional Service Charges	Description	Cost
Other common services that incur charges may include, but are not limited to, the following.		
Hard Drive Destruction	Serialization and Destruction of Hard Drives, Solid State Drives & Mobile Devices	$6 per Hard Drive
Device Dismantling Service	Disassembly of Hard Drives or enclosures larger than 6" W x 2" H or removal of batteries from mobile devices. Drives must be removed from the computer.	$4 per Hard Drive
Misc. Tech Destruction	Destruction of Misc. Tech Items via Disintegration	$1.50 per Pound
MicroMedia Destruction	Destruction of MicroFilm/MicroFiche Items via Disintegration	$3.00 per Pound
X-Ray Recycle (Subcontracted)	Destruction and Recycling of X-rays	$1.50 per Pound
64 Gallon Temporary/Purge Container Delivery	Temporary Container Placements for Project or Short Term Needs	$25 per Container
Stair Only Access Charge	Only Applicable for Document Destruction Services	$15 per Container
Mailed Invoice Surcharge	All invoices are made available online or via email at no cost.	$3 per Invoice Mailed

ADDITIONAL TERMS

- The County acknowledges that it is aware of its obligation to properly dispose of "consumer information", "personally identifiable information" and any other information the disposal of which is regulated by any laws or regulations governing disposal of information, including, without limitation, those commonly known as "FACTA," "GLBA", "HIPAA" and "HITECH" or similar state and federal laws ("Privacy Laws").
- The County is solely responsible for reviewing Privacy Laws to determine if shredding is adequate under the Privacy Laws to which the Shred Material may be subject. The Contractor makes no representation, warranty, certification, or agreement as to the compliance of shredding or the services with Privacy Laws.
- The County agrees that all bins, consoles and other items supplied by The Contractor for use by The County in connection with the services are the property of The Contractor. If The County fails to return all such items in working condition at the completion of the services or if any such items are damaged or lost, The County agrees to reimburse The Contractor for their replacement cost.
- The County warrants that it is the owner, legal custodian, Data Controller or otherwise has the right to deliver for shredding any and all materials The County provides The Contractor hereunder. The County acknowledges transfer of custody and authorizes the destruction of any material given to or gathered by a representative of The Contractor.
- The County acknowledges that it has irrevocably authorized The Contractor to dispose of the Shred Materials by shredding and that Shred Materials cannot be returned to The County or the Data Subject. Any Data Subject Inquiries or other requests regarding material collected for destruction will be responded to as such.
- The County shall not deliver to The Contractor pursuant to this Agreement anything other than Shred Materials, including without limitation any of the following:
  - non-paper products, including cardboard, metal, plastic or other office refuse
  - any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials
  - any negotiable instruments

CI Information Management is a division of Columbia Industries (CI). By utilizing CI Information Management services, your dollars support Columbia Industries, a mission-based organization committed to supporting and empowering individuals with disabilities and other challenges in order to help them achieve personal success and community engagement. Columbia Industries is a nonprofit organization established in 1963.

Please call us at 509-586-6090 if you have any questions. Thank you for allowing us to provide you this quote.

Current Services

SERVICE AT THE TIME OF THE AGREEMENT
Contractor agrees to provide the following services to the County. Changes to service locations, schedules or quantities may be made in writing with the contract representative.

Quantity	Frequency	Location
1-64 & 1-32 Gallon Containers	Every 4 Weeks	5600 W Canal, Kennewick (BC Auditor)
1-64 Gallon Container	Every 4 Weeks	620 Market St, Prosser (BC Auditor)
1-64 Gallon Container	Every 12 Weeks	620 Market St, Prosser (BC Commissioner)
1-64 Gallon Container	On-Call	1500 S Oak St Bldg. #20, Kennewick (BC Fairgrounds)
1-64 Gallon Container	Every 4 Weeks	7102 W Okanogan Pl STE 201, Kennewick (BC Human Services)
1-64 Gallon Containers	Every 4 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC HR)
3-64 Gallon Containers	Every 2 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC Prosecutor)
1-20 Gallon Container	Every 4 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC Prosecutor, Child Services)
7-64 Gallon Containers	Every 2 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC Sheriff)
9-64 Gallon Containers & 4-64 Temp Gallon Containers	Every 2 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC Corrections)
1-64 Gallon Container	Every 12 Weeks	620 Market St, Prosser (BC Sheriff)
1-64 Gallon Container	Every 12 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC Public Defense)
2-64 Gallon Container	Every 2 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC Clerk)
1-32 Gallon Container	Every 4 Weeks	5600 W Canal Dr, Kennewick (BC Clerk, Juvenile)
1-64 Gallon Container	Every 4 Weeks	620 Market St, Prosser (BC Clerk)
4-64 Gallon Container	Every 2 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC District Court)
1-64 Gallon Container	Every 4 Weeks	620 Market St, Prosser (BC District Court)
1-64 Gallon Container	Every 4 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (BC District Probation)
1-64 Gallon Container	On-Call	102206 E Wiser Pkwy, Kennewick (BC Building Dept)
1-64 Gallon Container	On-Call	1002 Dudley Ave, Prosser (BC Planning Dept)
1-64 Gallon Container	Every 8 Weeks	102206 E Wiser Pkwy, Kennewick (BC Road Dept)
5-64 Gallon Container	Every 4 Weeks	5606 W Canal Pl STE 106, Kennewick (BF Counties Juvenile)
2-64 Gallon Container	Every 2 Weeks	7122 W Okanogan Pl Bldg. A, Kennewick (Superior Court Administration)
Document Purge Service	As Needed	5600 W Canal Dr STE E, Kennewick (BC Assessor)
Document Purge Service	As Needed	620 Market St, Prosser (BC Assessor)
Document Purge Service	As Needed	7110 W Okanogan Pl Bldg A, Kennewick (BC Coroner)
Document Purge Service	As Needed	14303 N Hinzerling Rd (BC Treasurer Purge Location)
Document Purge Service	As Needed	620 Market St, Prosser (BC Central Services)
Document Purge Service	As Needed	7122 W Okanogan Pl (BC Facilities)
Document Purge Service	As Needed	620 Market St, Prosser (BC IT)
Document Purge Service	As Needed	14303 N Hinzerling Rd (BC Auditor Purge Location)
Document Purge Service	As Needed	7110 W Okanogan Pl (BC Auditor Purge Location)

CI Information Management is a division of Columbia Industries (CI). By utilizing CI Information Management services, your dollars support Columbia Industries, a mission-based organization committed to supporting and empowering individuals with disabilities and other challenges in order to help them achieve personal success and community engagement. Columbia Industries is a nonprofit organization established in 1963.

Please call us at 509-586-6090 if you have any questions. Thank you for allowing us to provide you this quote.

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 138

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Adult Drug Cour

Dept Nbr: 115 to Department Number 138

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 138

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$34,671
TOTAL			$34,671

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.215	1542	Adult Drug Court Case Manager	$7,879
512.215	2102	Social Security (FICA)	$603
512.215	2104	Retirement	$1,013
512.215	2119	Paid Family Leave	$4
512.215	9908	Accumulated Leave	$138
TOTAL			$9,637

Explanation:

To appropriate funding for an Adult Drug Court Case Manager position for the 2021-2022 budget (Franklin County's percentage of position increase). Position 1542 changes from Adult Drug Court Secretary to Adult Drug Court Case Manager, Grade 12, Bi County Non Barg, effective January 1, 2021. The position was approved by Franklin County with the adoption of their budget in December and is reimbursable to Benton County.

Prepared by: Linda Ivey

Date: 23-Dec-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 115 TO DEPARTMENT NUMBER 123

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Superior Court

Dept Nbr: 115 to Department Number 123

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 123

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	$34,671	512.215	1681	Bailiff	$21,864
				512.215	2102	Social Security (FICA)	$1,673
				512.215	2103	Medical Insurance	$7,939
				512.215	2104	Retirement	$2,812
				512.215	2119	Paid Family Leave	$383
TOTAL			$34,671	TOTAL			$34,671

Explanation:

To appropriate funding for a Bailiff Position for the 2021-2022 budget (Franklin County's percentage of position). The Bailiff position was approved by Benton County in the PST Fund (Benton County's percentage of position). Franklin County approved the Bailiff position in December. The Bailiff (Franklin County percentage of position) was not included in the Benton County budget at adoption in November, as Franklin County had not adopted their budget yet. The $34,671 is reimbursable to Benton County from Franklin County via Resolution.

Prepared by: Linda Ivey

Date: 21-Dec-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Interlocal Agreement Between the Benton County Coroner and the Snohomish County Medical Examiner's Office for Autopsy Services
Presenter:	
Prepared By:	William Leach
Reviewed By:	

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

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

Summary / Background Information

Over the past several years when an autopsy is needed, and the contracted forensic pathologist has been unavailable due to scheduling conflicts or other reasons, a delay may occur in the performance of the autopsy if an alternate forensic pathologist is not contracted with; and

The Benton County Coroner made arrangements with the Snohomish County Medical Examiner's Office to perform autopsies on behalf of the Benton County Coroner and has utilized them for the past two years for this service, however due to the retirement of the most recent contracted forensic pathologist, and a shortage of traveling forensic pathologists willing to accept additional cases, the Benton County Coroner has been using Snohomish County on a regular basis and wishes to continue to do so at a rate of $1029.00 for a regular full autopsy, and a rate of $1818.00 for a full investigative homicide autopsy or other complex autopsy.

Fiscal Impact

There is no fiscal impact as this is an ordinary expense of the coroner's office.

Recommendation

Enter into this Interlocal Agreement with the Snohomish County Medical Examiner's Office.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY:

IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN THE BENTON COUNTY CORONER AND SNOHOMISH COUNTY MEDICAL EXAMINER'S OFFICE FOR FORENSIC PATHOLOGY SERVICES

WHEREAS, the Benton County Coroner's Office has utilized a contracted forensic pathologist for autopsy services when an autopsy is needed in Benton County; and

WHEREAS, over the past several years, when the contracted forensic pathologist has been unavailable due to scheduling conflicts or other reasons, a delay may have occurred in the performance of the autopsy if an alternate forensic pathologist is not contracted with; and

WHEREAS, the Benton County Coroner has made arrangements with the Snohomish County Medical Examiner's Office to perform autopsies on behalf of the Benton County Coroner, on an as needed basis, at a rate of $1029.00 for a regular full autopsy, and a fee of $1818.00 for a full investigative homicide or other complex autopsy;

WHEREAS, the Benton County Coroner knows the Snohomish County Medical Examiner's Office is a professional and well-respected office in Washington State and the Benton County Coroner has used the services of the Snohomish County Medical Examiner's office previously and wishes to continue using them, and thus recommends the Benton County Commissioners enter into an interlocal agreement for said services;

NOW THEREFORE,

BE IT RESOLVED the Board of County Commissioners, Benton County, Washington hereby agrees to enter into an Interlocal Agreement with Snohomish County Medical Examiner's Office for forensic pathology services for the Benton County Coroner's Office for a service fee of $1029.00 for a regular full autopsy, and a fee of $1818.00 for a full investigative homicide or other complex autopsy;

BE IT FURTHER RESOLVED the Board of County Commissioners is hereby authorized to sign the attached Interlocal Agreement; and

BE IT FURTHER RESOLVED that this shall be effective January 1, 2021 through December 31, 2022.

Dated this _____ day of_____, 2020

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

Copy: Coroner

By: William Leach

INTERGOVERNMENTAL AGREEMENT FOR MEDICAL EXAMINER SERVICES
BETWEEN
SNOHOMISH COUNTY AND BENTON COUNTY

This Intergovernmental Agreement for Medical Examiner Services between Snohomish County and Benton County ("the Agreement"), is made this 3rd day of November 2020, by and between Snohomish County, a political subdivision of the State of Washington ("Snohomish County") and Benton County, a political subdivision of the State of Washington ("Benton County").

WHEREAS, Snohomish County has an established medical examiner system of death investigation and is capable of providing regional death investigation services; and

WHEREAS,
Benton County Coroner is elected by the people of Benton County and given a budget by the Benton County Board of Commissioners; and

WHEREAS, a coroner may, in any case in which he or she has jurisdiction over a body, employ a forensic pathologist to perform autopsies, render professional opinions as to the cause and manner of death, and testify under oath as to such matters; and

WHEREAS, Benton County and its Coroner have determined that it is in the best interest of Benton County to contract with Snohomish County to provide such death investigation services on an as requested basis; and

WHEREAS, Snohomish County wishes to provide such death investigation services to Benton County; and

WHEREAS, Chapter 39.34 RCW authorizes two or more public entities to contract with one another to perform functions that each may individually perform.

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

1.0 SCOPE OF SERVICES

1.1 Snohomish County, through its Medical Examiner, shall provide death investigation services to Benton County as requested and directed in writing by

the Benton County Coroner. On request, the death investigation services provided by the Snohomish County Medical Examiner shall include:

- Post mortem examinations by a board-certified forensic pathologist, including necessary photographs, x-rays, microscopic tissue examination, anthropological examination, dental examination, and collection of samples for toxicological testing.
- Assistance in notifying and coordinating death investigations with other local, state, federal, and foreign departments with concurrent jurisdiction, including the National Transportation Safety Board, Federal Aviation Administration, and United States Customs.
- Safekeeping, accounting, and return of personal property delivered to the Snohomish County Medical Examiner back to Benton County.
- Toxicology specimen collection, handling, retention and disposition will be performed as specified in the Snohomish County Medical Examiner's Office Pathology and Policy and Procedure manual.
    a. DNA spots, blocks and slides will be shipped to Benton County Coroner's Office upon completion of examination and certification of death.
    b. Blood, vitreous (three months after certification) and wet tissue (one year after certification) will be disposed of at the end of the retention period unless requested to be shipped to Benton County.
- Preparing written reports of findings and conclusions as to the cause and manner of death.
- Preparing for and providing testimony in inquest and court proceedings.

1.2 In addition to providing the foregoing death investigation services, Snohomish County will use MDI Log software to record and share death investigation information. Benton County will provide death investigation information with each case and will provide Snohomish County with access to such stored information to the extent permitted by law.

1.3 The Benton County Coroner shall coordinate death investigation requests and activities with the Snohomish County Medical Examiner.

1.4 With respect to death investigations originating in Benton County, the functions performed by the Benton Coroner shall include, but not be limited to:

- Body transport to and from the Snohomish County Medical Examiner facility shall be arranged by and paid for by Benton County.
- Determining when to assume jurisdiction in any death case.

- Administering the non-jurisdiction-assumed (NJA) program.
- Safekeeping, accounting, and releasing to kin personal property delivered to the Benton County Coroner's Office.
- Maintaining records of all deaths and investigations.
- Submitting all reports of deaths as required by law.
- Notifying next-of-kin.
- Determining when to release remains to a funeral director.
- Responding to all record requests from family members and the public as permitted or required by law.
- Serving as media contact for questions relating to deaths occurring in Benton County and/or authorize the Snohomish County Medical Examiner to release information to the media.
- Arranging for the disposition of remains of indigent persons.
- Coordinating and cooperating with the Snohomish County Medical Examiner in completing grant applications relating to this regional death investigation project.

2.0 TERM OF AGREEMENT

The term of this Agreement shall begin on January 1, 2021, and end December 31, 2023, provided that the term of this Agreement may be extended or renewed for up to two (2) additional one (1) year terms by mutual agreement of the parties, which will be evidenced by the exchange of written letters of extension.

3.0 COMPENSATION

3.1 It is the intent of the parties that Snohomish County will neither suffer a loss or profit from the performance of this Agreement. The projected rate of payment to Snohomish County for the services set forth in this agreement shall be:

- A base fee of $1029.00 per exam for death investigation services for a maximum of two (2) post-mortem examinations per week (except during pre-arranged vacation coverage for the Benton County Coroner or during a mass fatality incident).
- A fee of $500 for each case when an autopsy is not performed.
- An additional $1818.00 above the base fee for each death when a complex postmortem procedure or extensive evidence collection is necessary.Dental examination for identification of the deceased are provided at no-charge when using the state-funded forensic odontologist. Other services, if requested, are billed at actual cost of service.

- Toxicology shall be sent to WSP unless otherwise requested. There is no additional charge for this service.
- Benton County shall maintain an account with a private forensic laboratory and be billed directly when requesting additional postmortem forensic testing of specimens.
- $50 per hour for investigator time and $150 per hour for forensic pathologist time preparing for and testifying at inquest and court proceedings. Snohomish County shall keep time records in increments of one-quarter hour.
- $50 per hour for investigator time and $150 per hour for forensic pathologist travel time from the Office to the court testimony.
- Reimbursement for vehicle travel costs incurred by Snohomish County in traveling to and from Benton County, including parking fees, as reimbursable under the Snohomish County' s Travel Policy (See SCC 3.36 and established mileage rate).

3.2 Snohomish County shall provide a monthly billing with supporting documentation to Benton County for services and expenses each month when incurred. Benton County shall pay the bill by the 15th day of each month and shall pay all documented invoices within thirty (30) days after receipt.

3.3 The fees stated in this agreement are subject to change by agreement of the parties. Snohomish County will monitor the services provided under this agreement, will adjust its billing once actual costs and expenses are known, and will credit or refund fees collected in excess of actual costs and expenses.

4.0 RESOURCES

Unless otherwise provided in this Agreement, Snohomish County and Benton County each agree that it shall individually furnish the labor, equipment, facilities, and supplies required to perform its respective obligations under this Agreement. All such property shall remain the property of the provider, and the non-providing party shall not obtain any interest therein. All property used to perform Agreement obligations shall be acquired, held, and disposed of in any appropriate manner by the providing party or as provided in this Agreement.

5.0 TERMINATION

Either party may terminate this Agreement by providing five (5) days' written notice to the other party. Termination shall not affect the accrued rights of either party under any other paragraph in this agreement.

6.0 HOLD HARMLESS AND INDEMNIFICATION

In keeping with the parties' intent that Snohomish County will neither suffer a loss or profit from this agreement, Benton County shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of acts or omissions of Snohomish County and its employees acting within the scope of their employment and within the terms of this Agreement. Benton County shall protect, hold harmless, indemnify, and defend Snohomish County, its elected and appointed officials, officers, employees and agents from any loss or claim for damages of any nature whatsoever, including costs and reasonable attorney fees, arising out of the performance of this Agreement, including claims by third parties or by Benton County employees from which Benton County would otherwise be immune under TITLE 51, RCW or other law.

7.0 DIRECTION AND CONTROL

7.1 Snohomish County will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of Benton County. Snohomish County and its employees shall not be entitled to any benefits or rights enjoyed by employees of Benton County.

7.2 The Benton County Prosecutor shall provide deputy appointments to Snohomish County employees performing services under this Agreement for the sole purpose of providing them with authority to take official action on behalf of Benton County and to bring such action within Benton County's insurance coverage under the Washington State Counties Risk Pool. Snohomish County shall retain the right to direct and control its own activities and the activities of its employees in providing services under this Agreement.

7.3 Benton County shall have only the right to ensure performance.

8.0 NOTICES

All notices to be given by the parties under this Agreement shall be in writing and may either be served personally or may be deposited in the United States mail, postage prepaid, by either registered or certified mail, and if to be given to Benton County, shall be addressed to:

William Leach, County Coroner
Benton County Coroner's Office
7110 W. Okanogan Pl #A
Kennewick, WA 99336

or if to be given to Snohomish County, shall be addressed to:

J. Matthew Lacy, Chief Medical Examiner
Snohomish County Medical Examiner
9509 29th Ave. West
Everett, WA 98204

All notices shall be effective upon the earlier of personal delivery or three (3) days after mailing.

9.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws, rules, and regulations in performing this Agreement.

10.0 INTERGOVERNMENTAL COOPERATION ACT

The purpose of this Agreement is for Snohomish County to provide death investigation services as provided in this Agreement. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been either filed with the County Auditor or posted on the County's Intergovernmental Agreements website.

11.0 GOVERNING LAW AND VENUE

The laws of the State of Washington shall govern this Agreement and any action at law, suit in equity, or judicial proceeding for the enforcement of any provision of this agreement shall be in the Superior Court of Snohomish County, Everett, Washington.

12.0 SEVERABILITY

Should any clause, phrase, sentence, paragraph or aspect of this agreement be declared invalid or void in its application to any person, party, or situation, all other applications as well as the remaining provisions of this agreement shall remain in full force and effect.

13.0 NO THIRD PARTY BENEFICIARY

This Agreement is made and entered into for the sole benefit of Snohomish County and the Benton County. No third party shall be deemed to have any rights under this Agreement; there are no third party beneficiaries to this Agreement.

14.0 NO JOINT VENTURE

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

15.0 ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

16.0 EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY

BY: _____ 12/17/2020
Dave Somers (Eric Parks for) Date
Snohomish County Executive

RECOMMENDED FOR APPROVAL

_____ 11/9/2020
J. Matthew Lacy, M.D. Date
Chief Medical Examiner

APPROVED AS TO FORM:

_____ 12/3/2020
Deputy Prosecuting Attorney Date

Sheila Barker 12/7/2020
Risk Management Date

BENTON COUNTY

_____
Date
Chairman of the Board

RECOMMENDED FOR APPROVAL

William Leach 11/03/2020
William Leach Date
County Coroner

_____ 11/03/2020
Deputy Prosecuting Attorney Date

Adam Morasch 11/3/2020
Risk Management Date

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

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections

Dept Nbr: 120

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	3109	Jail Clothing	$8,000
TOTAL			$8,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	9102	Legal Services- Proseuting Attorney	$8,000
TOTAL			$8,000

Explanation:

2019-2020 budget cycle. Line item transfer to Legal Services to cover increase in wages.

Prepared by: Cindi Kane

Date: 31-Dec-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, File,

Prepared by: Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 000 TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	3109	Jail Clothing	$3,000	523.620	9802	ER&R Vehicle Maintenance Cost	$3,000
TOTAL			$3,000	TOTAL			$3,000

Explanation:

2019-2020 budget cycle. Line item transfer to cover vehicle maintenance and repairs.

Prepared by: Cindi Kane Date: 04-Jan-2021

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Revising the Benton County Inmate Benevolence Fund Number 0116-101 and Rescinding Resolution 2019-770
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza

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

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

Summary / Background Information

The Board of Benton County Commissioners established the Inmate Benevolence Fund Number 0116-101 by Resolutions 85-38 & 85-39 and modified by Resolution 03-626 and 03-627 and then rescinded by Resolution 2019-770.

The attached Resolution is necessary as the Board desires to amend the authorized usages for said fund by adding Custody Officer Support Services.

Fiscal Impact

This will allow a custody officer to be paid out of the approved Inmate Benevolence Fund 0116-101 for 2021-2022 budget.

Recommendation

Approve the attached Resolution, authorizing the amended usages for the Inmate Benevolence Fund by adding Custody Officer Support Services to the Resolution.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: REVISING THE BENTON COUNTY INMATE BENEVOLENCE FUND NUMBER 0116-101, RESCINDING RESOLUTION 2019-770

WHEREAS, the Board of Benton County Commissioners established the Inmate Benevolence Fund Number 0116-101 by Resolution 85-38 & 85-39 and modified by Resolution 03-626 and 03-627; and

WHEREAS, per Resolution 2019-770 dated October 22, 2019 the Board of County Commissioners adopted authorized usages for the Inmate Benevolence Fund Number 0116-101 and rescinded Resolutions 85-38, 85-39, 03-626, and 03-627; and

WHEREAS, the Board hereby desires to amend the authorized usages for said fund by adding custody officer support services; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners being the custodian of the Inmate Benevolence Fund Number 0116-101 hereby desires to revise authorized usages for the Inmate Benevolence Fund Number 0116-101; and

BE IT FURTHER RESOLVED, that the funds accumulated and expended in and from this fund shall be for the purposes of operating and maintaining the jail commissary, custody officer support services, inmate recreation, inmate education, jail chaplaincy services, drug and/or alcohol counseling for inmates, and that said counseling shall not be required unless court ordered, jail lobby security to support visitation of the services to inmates, and account maintenance costs associated with providing these services; and

BE IT FURTHER RESOLVED, Resolution 2019-770 is hereby rescinded.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

Attest ……
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCCD

Cc: Auditor; PA; Treasurer

Prepared by: L. Small

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Authorizing the County Administrator's Signature on the Professional Services Agreement between Benton County and Ideal Option, PLLC
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza

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

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

Summary / Background Information

Per Resolution 2020-1002, the Board of Benton County Commissioners accepted the grant award from Washington State Health Care Authority and authorized the County Administrator's signature on the Client Service Contract No. K4879.

The Benton County Corrections Department (BCCD) had originally identified Ideal Option, PLLC as a medication assisted treatment (MAT) site, who has a network of providers throughout Benton County, as well as in the other Washington cities from which BCCD house contract inmate.

BCCD would like to continue that relationship with Ideal Option, PLLC and recommended entering into another agreement with Ideal Option, PLLC.

The Board of Benton County Commissioners made a motion on November 24, 2020 to authorize the County Administrator to sign the agreement between Benton County and Ideal Option, PLLC in order to keep this process and program moving forward.

The attached Resolution is to officially get the agreement between Benton County and Ideal Option, PLLC on record.

Fiscal Impact

Said expenditures shall be paid from the approved 2021-2022 Department 120 budget.

Recommendation

Approve the attached Resolution authorizing the County Administrator's signature on the Professional Services Contract between Benton County and Ideal Option, PLLC for Medicated Assisted Treatment program.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE SIGNATURE OF THE COUNTY ADMINISTRATOR ON THE PROFESSIONAL SERVICE AGREEMENT BETWEEN BENTON COUNTY AND IDEAL OPTION, PLLC FOR THE PURPOSE OF MEDICATED ASSISTED TREATMENT FOR OPIOID TREATMENT NETWORKS WITHIN THE BENTON COUNTY JAIL

WHEREAS, as per Resolution 2020-1002, the Board of Benton County Commissioners, Benton County, Washington accepted the grant award from Washington State Health Care Authority and authorized the County Administrator's signature on the Client Service Contract No. K4879; and

WHEREAS, the Benton County Corrections Department (BCCD) had originally identified Ideal Option, PLLC as a medication assisted treatment (MAT) site, who has a network of providers throughout Benton County, as well as in the other Washington cities from which BCCD house contract inmates; and

WHEREAS, BCCD would like to continue that relationship with Ideal Option, PLLC and recommends entering into another agreement with Ideal Option, PLLC; and

WHEREAS, the Board of Benton County Commissioners made a motion on November 24, 2020 to authorize the County Administrator to sign the agreement between Benton County and Ideal Option, PLLC in order to keep this process and program moving forward; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the Professional Services Agreement between Benton County and Ideal Option, PLLC to provide medicated assisted treatment for the Benton County Jail for a contract amount not to exceed $387,113.00; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the County Administrator's signature on the attached Professional Services Agreement between Benton County and Ideal Option, PLLC; and

BE IT FURTHER RESOLVED, that the term of the attached contract commences November 1, 2020 and shall continue through October 31, 2021.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Orig: BCCD
cc: Auditor, S. Godinez, Ideal Option, PLLC

Prepared by: L. Small

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "**Agreement**") is effective November 1, 2020 by and between Benton County, Washington, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY") and Ideal Option PLLC, a professional limited liability company with its principal offices at 8514 W Gage Blvd., Suite G, Kennewick, WA 99336 ("**Ideal Option**"). County and Ideal Option are sometimes referred to in this Agreement individually as "Party" or, collectively, as the "Parties."

WHEREAS, Washington State Health Care Authority (**HCA**), Division of Behavioral Health and Recovery (**DBHR**) was recently awarded funding from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), entitled State Opioid Response II (**SOR-II**); and

WHEREAS, County has received a grant from HCA to establish Opioid Treatment Networks ("**OTN(s)**") for the purpose of creating a strong treatment and recovery support referral network and increase access to and utilization for Medication for Opioid Use Disorder (MOUD) care, as described below, within the Benton County Jail and facilitate referrals to community providers, and

WHEREAS, Ideal Option is an addiction medicine practice that is qualified, experienced, knowledgeable, available and willing to participate in the treatment and recovery support referral network and to provide the services set forth in this Agreement; and

WHEREAS, County wishes to contract with Ideal Option to create and operate an OTN within the Benton County Jail; and

NOW, THEREFORE, in consideration of the mutual promises contained in and the mutual benefits contemplated by this Agreement, County and Ideal Option agree as follows:

1. **Services.** Ideal Option, through its qualified employees, shall provide the services and deliverables set forth in Exhibit A, attached hereto and incorporated herein ("Services"). In addition, other than the obligations of the County set forth in Section 3 cited herein, Ideal Option agrees to perform all duties and obligations on behalf of the County set forth in the attached Exhibit D. Furthermore, the parties expressly agree that Ideal Option is required to follow the terms and conditions set forth in Exhibit D when providing services to patients, clients, or persons seeking assistance, including but not limited to the following terms in Exhibit D: (a) identification of funding sources; (b) DUNS number and zip code +4 of subcontractor; (c) determination of eligible clients; (d) payment or reimbursement arrangement; (e) termination of a subcontract shall be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County; (f) informing service applications and recipients of their right to a grievance in the case of a denial or termination of service and/or failure to act upon a request for services with reasonable promptness; (g) audit requirements in compliance with OMB 2, Part 200, Subpart F (A-133); (h) authorizing County to conduct an inspection of any and all subcontractor facilities where services are provided; (i) requiring Subcontractor to perform background checks on its employees and independent contractors used to perform the services; (j)

representation and warranty that Subcontractor is not or has not been debarred or suspended by any state or the federal government; (k) Business Associate Agreement in compliance with the requirements of HIPAA; (l) protection of the Confidential Information and restrictions on the providing and sharing of data; and (m) identifying unallowable uses of federal funds.

2. **Definitions.** The definitions below have the following meanings as used in this Agreement and attached exhibits.

2.1. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person's health, (see also Protected Health Information); finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, source code or object code, or County, HCA or State security information.

2.2. Medications for Opioid Use Disorder" or "MOUD" means the use of FDA-approved opioid agonist medications (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine mono-product formulations) for the maintenance treatment of opioid use disorder and the use of opioid antagonist medication (e.g., naltrexone products including extended-release and oral formulations) to prevent relapse to opioid use.

3. **County's Obligations Under This Agreement.** County shall be responsible for the following:

3.1. Providing a safe therapeutic environment in which Ideal Option personnel are able to provide MOUD services on a regular basis.

3.2. Monitoring and ensuring MOUD is initiated by the OTN no later than November 1, 2020.

3.3. Ensuring Ideal Option is working in coordination with County and community providers to meet the terms, goals and project deliverables of HCA 3300 including, without limitation, participation in regularly scheduled leadership meetings and educational and technical assistance opportunities.

3.4. Ensuring policies and procedures are in place to mitigate medication diversion with respect to County personnel.

3.5. Performing outreach efforts within the jail, especially to tribal members/communities, ethnic/racial minority communities, gay/lesbian/bi-sexual/transgender communities, individuals with a disability.

3.6. Assigning a Contract Manager who shall have ultimate responsibility and final authority for the administration of this Agreement and who shall be the principal point of contact for Ideal Option for all business matters, performance matters, and administrative activities.

4. **Compensation.** For Services provided under this Agreement, County shall pay Ideal Option for services provided pursuant to Exhibit C, attached hereto and incorporated herein, subject to the following:

4.1. Upon receipt of a monthly invoice, monthly status report, and monthly Contact log and Tracking Sheet, Ideal Option shall be paid the amounts indicated in Exhibit C, which is attached hereto and made a part hereof.

4.1.1. Monthly status report must include documentation about progress made toward the goals of the project. Monthly documentation should be emailed to Lt. Josh Combs, or his designee.

4.1.2. Monthly report and Contact log and Tracking Sheet are due by the second Wednesday of the month following the month in which services were provided, starting second Wednesday of December 2020.

4.2. Monthly payments shall be made within forty-five (45) days following County's receipt of Ideal Option's invoice. Such invoices must describe and document a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type.

4.3. All invoices will be reviewed by County's contract manager, Lt. Josh Combs, or his/her designee prior to payment. Invoices shall be sent to:

Benton County Corrections Department
Attn: Accounts Payable
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336
Jailadminsupport@co.benton.wa.us

4.4. Day-to-day expenses related to performance under this Agreement, including but not limited to travel, lodging, meals, and incidentals, will not be reimbursed to Ideal Option.

5. **Events of Default.** In the event Ideal Option is in default under this Agreement, County shall have no further obligation to make any payment except for Services already performed by Ideal Option in accordance with the terms of this Agreement. Ideal Option shall immediately repay to County any amounts prepaid to it by County, but unearned by Ideal Option hereunder. In the event that any amount due from the County is more than sixty (60) days past due, Ideal Option may suspend services and/or terminate this Agreement.

6. **Term; Termination.** The term of this Agreement shall commence on November 1, 2020, (the "Effective Date"), and shall expire on October 31, 2021, unless sooner terminated pursuant to the provisions set out below. This Agreement may be terminated in the following events:

6.1. Mutual written agreement of Ideal Option and County.

6.2. Immediately, at County' option, upon: Ideal Option's refusal or inability to perform the terms of this Agreement, or dissolution of Ideal Option.

6.3. On ten (10) days written notice in the event of any material breach of this Agreement, and the failure of the Party in breach to remedy such breach within five (5) days after receiving written notice of the existence of the breach.

6.4. Upon sixty (60) days advance written notice, with or without cause.

6.5. Immediately on written notice for cause, which shall include the institution of proceedings against Ideal Option that could lead to conviction of any of its officers of a crime or Ideal Option's engaging in actions jeopardizing the health and safety of patients.

6.6. Immediately, by either Party, if the other Party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, which is not dismissed within sixty (60) days, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

6.7. On five (5) days written notice if the Health Care Authority terminates HCA 3300.

6.8. In the event of termination for whatever reason, County shall be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination.

7. **Independent Contractor.** Ideal Option is an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship between County and Ideal Option, between County and Ideal Option employees, or to create a relationship of joint ventures, partners, or any relationship other than one of independent parties contracting for their own benefit. County shall have no right or power to control or direct the manner or method by which Ideal Option fulfills its obligations under this Agreement, except as set forth herein Ideal Option shall be fully responsible to ensure that all services provided by it under this Agreement are rendered in a manner consistent with the standards governing such services and in accordance with reasonable standards of care.

7.1 Ideal Option reserves the right to partner with other Independent Contractors to help ensure the services are performed under this grant. Any costs associated with these contractors are

the sole responsibility of Ideal Option. In addition, these Independent Contractors shall be required to follow all terms and conditions of this Contract, including but not limited to Exhibit D.

8. **Federal Tax Form 1099.** As required by law, County shall provide Ideal Option with a Federal Tax Form 1099 indicating payment to Ideal Option of compensation, remuneration or other fixed or determinable income in amounts annually aggregating Six Hundred Dollars ($600.00) or more.

9. **Insurance.** Ideal Option shall at its sole expense, maintain in effect at all times during the performance of work, insurance coverage with limits not less than those set forth below and issued by an insurance company or companies authorized to do business in the state of Washington:

9.1. **Commercial General Liability Insurance**. Including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $3 million per occurrence/$5 million general aggregate.

9.2. **Business Automobile Liability**. In the event that Services delivered under this Agreement involve the use of vehicles, either owned, hired, or non-owned by Ideal Option, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

9.3. **Professional Liability Errors and Omissions**. A policy with coverage of not less than $3 million per claim/$6 million general aggregate.

9.4. **Privacy Breach Response Insurance**. Ideal Option must maintain insurance during the term of this Agreement and for three (3) years following its termination, to cover any and all costs incurred in connection with the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information including:

9.4.1. Computer forensics assistance to assess the impact of the breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with HIPPA breach notification requirements.

9.4.2. Notification and call center services for individuals affected by a breach.

9.4.3. Breach resolution and mitigation services for affected individuals, including fraud prevention, credit monitoring and identity theft assistance.

9.4.4. Regulatory defense, fines and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security law(s) or regulation(s).

9.5. Ideal Option will at all relevant times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable.

9.6. The insurance required must name HCA and the state of Washington as additional insureds under any Commercial General and/or Business Automobile Liability policy. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Ideal Option. Ideal Option must provide written notice of such to County and HCA within one (1) business day of Ideal Option's receipt of such notice. Failure to buy and maintain the required insurance may, at County's option, result in termination of this Agreement. Upon request, Ideal Option must submit to County a certificate of insurance that outlines the coverage and limits defined in this Insurance section. Ideal Option shall furnish evidence in the form of a Certificate of Insurance that insurance will be provided within 15 days of this Agreement's effective date.

10. **Criminal Background Screening.** Ideal Option shall ensure completion of a criminal history background check pursuant to RCW 43.43.832, RCW 43.43.834, RCW 43.20A.710 and Chapter 388-06 WAC, or its successor, for all current and prospective employees, volunteers, and subcontractors, who may have unsupervised access to children or vulnerable adults under this Agreement. Ideal Option shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by County or HCA. Ideal Option shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7) has unsupervised access to children or vulnerable adults service under this Agreement until a full and satisfactory background check is completed and documentation qualifying the individual for unsupervised access is returned to Ideal Option. The County reserves the right to interview Ideal Option's employees, or subcontractor employees as part of the security background process.

11. **Warranty.** Ideal Option expressly warrants to County that all services provided under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar circumstances and all materials and equipment furnished under this Agreement, if any, will be new, unless otherwise specified, and of good quality, free from all faults and defects and in conformance with requirements of this Agreement. Services not conforming to these requirements may be considered defective. If, within ninety (90) days of completion of the Services or such longer time period as may be prescribed by law or by the terms of any special warranty set forth in this Agreement, Services are found to be defective or not in accordance with the Agreement, Ideal Option shall correct it promptly after receipt of notice from County to do so.

12. **Indemnification/Duty to Cooperate.** Ideal Option shall defend, indemnify and hold County, its directors, officers, agents, and employees harmless 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 Ideal Option or its subcontractors or their property upon or in the proximity of the property of the County. Without limiting the generality of the foregoing, Ideal Option shall indemnify, defend and hold harmless County from allegations that County is vicariously liable for negligent acts of Ideal Option. County shall defend, indemnify, and hold Ideal Option harmless from any and all claims for loss or liability arising out of or related to any alleged act or omission by County employees. Ideal Option specifically and expressly waives its immunity and limitation of liability under any industrial insurance, RCW 51, or other employee benefit act of any jurisdiction that otherwise would be applicable in the defense of such claim, and Ideal Option acknowledges that this waiver was mutually negotiated in accordance with RCW 4.24.115. In the event of an incident involving the performance of Services that could lead to a potential liability, Ideal Option agrees to work cooperatively with County in its investigation and mitigation efforts and Ideal Option shall make its employees available to County immediately. Ideal Option shall not take any action to obstruct County' investigation efforts. A breach of this Section shall be a material breach of the Agreement giving County the right, at its option, to terminate the Agreement.

13. **HHS / Comptroller General Access to Records.** If services valued at over ten thousand dollars ($10,000.00) per year will be provided under the terms of the Agreement and §42 USC §1395x(v)(1)(I), as amended, and any written regulations pursuant thereto (Section 1861 (v)(1)(I) of the Social Security Act) is applicable to this Agreement, this Section shall apply to both Parties. In accordance with the Omnibus Reconciliation Act of 1980, each Party agrees that their books and records will be available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, for four (4) years after termination of this Agreement. (Ideal Option agrees to retain all such books and records for not less than six (6) years after termination.) In the event that any of the services to be performed under this Agreement are performed by any subcontractor of either Party at a value or cost of $10,000.00 or more over a 12-month period, such Party shall assure said subcontractor complies with the provisions of the Omnibus Reconciliation Act of 1980.

14. **Change in Status.** In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Ideal Option will notify County of the change. Ideal Option must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

15. **Conversion.** In the event that any payment made to Ideal Option hereunder is determined by the Parties or a court, an instrumentality of the federal or any state or local government agency, a body having the power to exercise disciplinary authority over one or more of the Parties, or the Office of the Attorney General, to be improper for any reason, or are found to threaten the tax exempt status of County then, if capable of reformation, this Agreement shall be reformed by agreement of the Parties negotiating in good faith so as not to violate any such law or be improper for any reason. If the Parties are unable to agree on the terms of such reformation, they shall engage in mediation in good faith at the request of either Party, with Washington Arbitration and Mediation Services, Inc. (or other such mediation service or mediator as the Parties shall mutually agree).

16. **Confidential Information Protection.**

16.1. Ideal Option acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of Confidential Information. Ideal Option agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law. Ideal Option agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

16.2. County reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Ideal Option through this Agreement.

16.3. Violation of this section by Ideal Option may result in termination of this Agreement and demand for return of all Confidential Information, monetary damages, or penalties.

17. **Works Made for Hire.** Ideal Option acknowledges that any written materials, photographs, drawings, mixed media, or other visual or graphic representations in any form or format, including digital media, film, audio or any other form of expression, produced by Ideal Option at the request of County, shall constitute "works made for hire" and as such shall be deemed to be the property of County, free and clear of any claim of any kind or nature by Ideal Option or Ideal Option's heirs, successors or assigns. To the extent that any such item shall, for any reason, be deemed by a court of competent jurisdiction to be partially or completely owned by Ideal Option, Ideal Option hereby authorizes County and its heirs, successors and assigns to utilize such item(s) together with any derivative works in any manner within County' sole and absolute discretion, for a period of fifty (50) years, on a worldwide basis.

18. **Equal Employment Opportunity Obligations.** During the performance of this Agreement, Ideal Option will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, marital status, age, national origin, physical or mental handicap, disabled veteran or veteran status or any other reason prohibited by law.

19. **Debarment / Sanctions List.** Ideal Option represents and warrants to County that Ideal Option and all personnel providing services to County under this Agreement, as applicable, have not been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to the provisions of 42 U.S.C. § 1320a(7), have not been excluded from government contracts by the General Services Administration ("GSA") and have not been convicted of a felony or any crime relating to healthcare. Further, if during any term of this Agreement, Ideal Option is placed on the sanctions list, excluded from government contracts or convicted of a felony or any crime relating to healthcare, Ideal Option

immediately will notify County in writing of the event and such notice shall contain reasonably sufficient information to allow County to determine the nature of the sanction, exclusion or conviction. County will have the right to terminate this Agreement immediately by written notice to Ideal Option if Ideal Option is placed on the sanctions list, banned from government contracts by GSA or convicted of a felony or any crime relating to healthcare.

20. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior contracts, agreements, understandings, and discussions, whether oral or written. Ideal Option acknowledges that it has relied solely on the covenants and representations set forth in this Agreement and no others. This Agreement may only be modified by a written document signed by the Party against whom enforcement is sought. No waiver of any provision of this Agreement shall be valid unless in writing and signed by or on behalf of the person waiving such provision, and no such waiver when executed shall constitute a waiver of any further failure to comply fully with this Agreement.

21. **Exhibit(s).** The following exhibits are incorporated into this Agreement as if set forth fully. In the event of any conflict between the terms of this Agreement and its Exhibits, the terms of the Agreement shall control.

Exhibit A - Services Description
Exhibit B - OTN Positions and Job Descriptions
Exhibit C - Compensation and Fund Allocation
Exhibit D - Professional Services Contract between HCA and the County
Exhibit E – Qualified Service Organization / Business Associate Agreement

22. **Governing Law & Venue.** This Agreement shall be governed by and construed under the laws of the State of Washington. In the event of any court action which may be allowed by this Agreement, the venue of such shall be in the Superior Court of Benton County, Washington, unless the Parties shall otherwise agree.

23. **Contact.** Each Party shall appoint a Contract Manager to facilitate the Services contemplated by this Agreement. Each Party's Contract Manager is authorized to receive notices regarding the Services rendered under this Agreement. Each Party's initial Contract Manager is designated below their respective signatures below. Either Party may change its representative by designating a new representative and providing contact information in writing to the other Party.

24. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected, provided, that the essential purpose of this Agreement is not thereby adversely affected or prevented.

25. **Use of Name.** Neither Party may use the name, logo or any identifying symbol of the other Party in connection with the services to be provided under this Agreement without the other Party's express prior permission, which may be given or withheld for any reason. Any

permission granted under this Section shall be revoked automatically upon the expiration or termination of this Agreement.

26. **Electronic Delivery/Counterparts.** This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/e-mail or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

Signature Page to Follow

EXHIBIT A
DESCRIPTION OF SERVICES, DELIVERABLES, MEASURES AND WORK SPECIFICATIONS

Ideal Option ("Ideal Option") shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Ideal Option shall be responsible for the following:

- Use a coordinated team approach to provide intensive services by developing an OTN capable of providing at least two Food and Drug Administration (FDA)-approved MOUD medications (at least one agonist and one antagonist).
- Initiate/induct or maintain persons with Opioid Use Disorder (OUD) on MOUD.
- Provide warm hand-offs to network/community providers, including Opioid Treatment Programs (OTPs), Office-Based Opioid Treatments (OBOTs), Federally Qualified Health Centers (FQHCs), behavioral health providers, and primary care providers utilizing MOUD.
- Satisfactory completion of all Government Performance and Results Act of 1993 (**GPRA**) data collection requirements.
- Maintain participant log of all persons receiving MOUD.
- Ensure OTN services begin by November 1, 2020.
- Ensure prescribing capacity to maintain MOUD services.
- Respond to all data requests from state and federal partners.
- Demonstrate an adequate staffing model to meet OTN needs.
- Participate in all Technical Assistance (TA) and training opportunities provided by DBHR, HCA, RDA, and the University of Washington Alcohol and Drug Abuse Institute (UW-ADAI).
- Possess the ability to refer individuals with OUD for any ancillary services necessary to address their holistic recovery needs.
- Securing and maintaining release-of-information forms that meet federal confidentiality regulations and allow the sharing of patient information between initiation sites and community providers and with HCA for the purpose of program monitoring and performance evaluation.
- Attend a DBHR Contract Manager approved Diversity, Equity and Inclusion Training (DEI). Provide evidence of sending a minimum of two people to the training prior to September 29, 2021. Listed under section 2.16 of Exhibit D.
- Attend a DBHR Contract Manager approved Contingency Management Training. Provide evidence of sending a minimum of (1) person to the training prior to September 29, 2021. Listed under section 2.15 of Exhibit D.

- The following services may be provided by Ideal Option to OTN patients, and actual expenses shall be reimbursed by the County up to the limits established in Exhibit C.
    - Providing Contingency Management Services to OTN patients as needed and in keeping with the above training provided by DBHR.
    - Provide transportation vouchers to participants as necessary to retain patients in outpatient treatment.
    - Manage and provide Gift Cards for GPRA follow-up survey participants.

Core Components of an OTN

The OTN model builds on the four important components of the MOUD model of care: 1) FDA-approved medications for OUD; 2) provider and community educational interventions; 3) coordination/integration of SUD treatment and other medical/psychological needs; and 4) psychosocial services/interventions.[1]

The focus of the OTN is to foster the development of a network of service providers that incorporates and supports the use of MOUD as a core component of OUD recovery. OTNs consist of at least one Local MOUD Treatment Site provider who accepts Initiation Site transfers. In addition, OTNs should:

- **Assign staff to perform the appropriate functions as defined in Exhibit B**
- Build, strengthen, and maintain referral relationships between Initiation Site and Local MOUD Treatment Site(s).
- Facilitate warm hand-offs to Local MOUD Treatment Site(s) to maintain MOUD continuity.
- Provide for more MOUD services among individuals at highest risk of overdose and death (jails, correction facilities, detoxification facilities, emergency departments).
- Work collaboratively with Tribes to address their OUD needs.
- Reduce the risk of morbidity and mortality for incarcerated individuals through OUD and tobacco cessation services.
- Develop networks with community resources to address behavioral health treatment and recovery support needs.
- Bring MOUD initiation, referral, and retention to the individual prior to his or her transfer to Local MOUD Treatment Site, ensuring MOUD capacity is maintained at both the Initiation and Local MOUD Treatment Site(s).

[1] https://effectivehealthcare.ahrq.gov/sites/default/files/pdf/opioid-use-disorder_technical-brief.pdf

- Embrace low-barrier buprenorphine service model.[2]
- Develop a medication diversion prevention plan for the OTN.
- Providing both agonist and antagonist MOUD medications (on-site or in relationship with a pharmacy) in order to facilitate initial inductions.

Data Collection Requirements

OTNs should to have staff collect data on all individuals receiving services at the Initiation Site (and subsequent MOUD services received). The data collection consists of multiple participant interviews and a participant log. Initiation Sites are responsible for ensuring data collection for individuals prior to and after warm hand-offs, including coordination of data collection with Local MOUD Treatment Sites staff.

Participant interviews are based on the Government Results and Performance Act (GPRA) *Client Outcome Measures Tool*. OTN staff will conduct face-to-face interviews, compile answers, and enter the results into the web-based, SAMHSA Performance Accountability and Reporting System (SPARS). OTN staff should collect survey data at four points for each individual served:

- **Intake:** GPRA Baseline interview is to be completed as soon as possible with every individual who begins MOUD at a facility in your network.
- **Three-month follow-up:** to be completed from one month before to two months after the scheduled follow-up date—regardless of individual discharge status. OTNs failing to complete 80 percent of follow-up surveys must submit corrective action plans and demonstrate improved performance.
- **Six-month follow-up:** completed one month before to two months after the scheduled follow-up date—regardless of individual discharge status. OTNs failing to complete 80 percent of follow-up surveys must submit corrective action plans and demonstrate improved performance.
- **Discharge:** to be completed within 15 days for all individuals leaving treatment. *Administrative discharges* (without interviews) are required for those lost to follow-up.

SAMHSA's Performance Accountability and Reporting System (SPARS) accounts, online training, and survey templates will be provided to OTNs; project evaluation staff will provide OTN staff with technical assistance as needed.

Participant Log: To facilitate data collection and future evaluation efforts, OTNs will be required to compile a participant log—provided by project evaluators—including identifiers and treatment start dates. OTN staff will periodically upload the participant log to project evaluators via a Washington State secure file transfer site.

---

[2] The goal of a low-barrier model is for individuals with OUD to meet with a service provider and start medication at their first appointment, when clinically appropriate.

EXHIBIT B
OTN POSITIONS AND JOB DESCRIPTIONS

NURSE CARE MANAGER

ROLE: OTN Nurse Care Manager (NCM)

SUPERVISED BY:

SUPERVISES: OTN Care Navigator and OTN Data Collection Coordinator (Coordinator)

FLSA STATUS: Exempt

Purpose of Position: The NCM's primary responsibilities is to provide medical support to the prescribing physicians or other waived practitioners. This role works under general direction of _____ in providing services to _____, and as a part of the Ideal Option team.

Essential Functions: Duties of the NCM will include, but are not limited to:

- Performs individual patient screening
- Medication for Opioid Use Disorder (MOUD) Education
- Assisting with MOUD inductions
- Takes patient vital signs and charts appropriately
- Conducts patient drug testing
- Lab work
- Provides medical assessments to patients
- Performs patient Charting
- Works closely and collaboratively with physicians to provide care planning to patients
- Conducts patient stabilizations
- Observation and Maintenance
- Ongoing coordination of follow up care
- Facilitates relapse prevention initiatives
- Support for individual's self-management
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others as part of the Ideal Option team

Competencies:

- Ability to communicate effectively with patients and adapt to individual needs
- Ability to type 50 words per minute
- Ability to communicate within the organization, to patients, and members of the community
- Analysis, problem solving, and decision making
- Ethical conduct

Preferred Education Requirements:

- High School Diploma or GED
- Bachelor's degree in Nursing, BSN
- 1-5 years of healthcare related experience preferred

This job description is intended to convey information essential to understanding the scope of this position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

CARE NAVIGATOR

ROLE: OTN Care Navigator

SUPERVISED BY: OTN Nurse Care Manager

SUPERVISES: NA

FLSA STATUS: Exempt

Purpose of Position: This role works under general direction of the OTN Nurse Care Manager in providing MOUD services to individuals in need of care and as a part of the Ideal Option team.

Essential Functions: Duties of the OTN Care Navigator will include, but are not limited to:

- Expedites enrollments into Medicaid as necessary
- Conducts patient screenings, assessments, and evaluations
- Provides education, and coordination referrals for MOUD
- Participates in data collection requirements and facilitates referrals for infectious disease screening
- Coordinates patient housing needs
- Works in conjunction with the community on employment services
- Participates in withdrawal management services
- Coordinates transportation
- Maintains referral network for OUD or behavioral health counseling and provides a warm hand-off to MOUD provider upon individuals transfer from any current treatments
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others as part of the Ideal Option team

Competencies:

- Ability to communicate effectively with patients and adapt to individual needs
- Strong written and verbal communication
- Ability to type 50 words per minute
- Ability to communicate within the organization, to patients, and members of the community
- Analysis, problem solving, and decision making
- Ethical conduct

Preferred Education Requirements:

- High School Diploma or GED
- Bachelor's degree Social Work or Healthcare Administration
- 1-5 years of healthcare related experience recommended

This job description is intended to convey information essential to understanding the scope of this position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

DATA COLLECTION COORDINATOR

ROLE: OTN Data Collection Coordinator (Coordinator)

SUPERVISED BY: OTN Nurse Care Manager (NCM)

SUPERVISES: NA

FLSA STATUS: Exempt

Purpose of Position: The Coordinator is responsible for managing all data collection activities and serves as the liaison between project evaluators. The Coordinator must become competent in all aspects of GPRA data collection required for this project (including completion of SAMHSA GRPA training) and be available and responsive to project evaluators.

Essential Functions: Duties of the OTN Data Collection Coordinator will include, but are not limited to:

- Ensuring data collection for individuals prior to and after warm hand-offs, including coordination of data collection and Local MOUD Treatment Sites staff.
- Collect survey data at four points for each individual served:
    - **Intake**: GPRA Baseline interview is to be completed as soon as possible with every individual who begins MOUD at a facility in your network.
    - **Three month follow up**: To be completed from one month before to two months after the scheduled follow-up date – Regardless of individual discharge status.
    - **Six month follow up:** Completed one month follow up surveys to two months after the scheduled follow up date- regardless of individual discharge status.
    - **Discharge:** to be completed within 15 days for all individuals leaving treatment. Administrative discharges (without interviews) are required for those lost to follow up.
    - facilitate data collection and future evaluation efforts on participant logs,
    - including identifiers and treatment start dates.
    - periodically upload participant log to project evaluators via a Washington State secure file transfer site.
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others as part of the Ideal Option team

Competencies:

- Ability to communicate effectively with patients and adapt to individual needs
- Effective verbal and written communication ability
- Ability to type 50 words per minute
- Ability to communicate within the organization, to patients, and members of the community
- Analysis, problem solving, and decision making
- Ethical conduct

Preferred Education Requirements:

- High School Diploma or GED
- Bachelor's degree in Social Work
- 1-5 years of healthcare related experience recommended

This job description is intended to convey information essential to understanding the scope of this position and it is not intended to be an exhaustive list of skills, efforts, duties, responsibilities or working conditions associated with the position.

INTAKE COORDINATOR MEDICAL ASSISTANT

ROLE: Medical Assistant-Certified
SUPERVISED BY: Nurse Care Manager
FLSA CLASSIFICATION: Non-Exempt

PURPOSE OF POSITION: The Jail MAT Medical Assistant-Certified is responsible for providing administrative and medical support to ensure efficient operation of Benton County MAT clinic. This position supports providers, Nurse Care Manager, Care Navigator, Transitional Care Coordinator, and patients/inmates through a variety of tasks related to patient care, clinic maintenance, and communication with IO staff in Benton County MAT clinic including dosing. The goal is to complete all activities accurately, with high quality and in a timely manner.

ESSENTIAL FUNCTIONS: The following functions have been determined by Ideal Option to be essential to the successful performance of this position which includes but is not limited to:

- Checks patients in for MAT clinic
- Confirms/enters patient's demographics
- Obtains signed consents to release of medical records and treatment contract from the patient/inmate
- Assist patient/inmate with paperwork as needed
- Obtains vital signs
- Administers dosings
- Complies with national PHI laws including HIPAA and 42 CFR Part 2
- Maintains continual sustained attendance
- Works cooperatively with others and as part of the Ideal Option team
- Occasional travel
- Other projects and duties as assigned

Competencies:

- High School Diploma or GED
- Maintain MA-C licensing through the state/agency
- Maintain BLS/CPR certification
- Ability to type 50 words per minute
- Strong computer skills
- Strong vocabulary, spelling, and punctuation
- Ability to communicate effectively with patients/inmates and adapt to individual needs
- MA-C required

Minimum Requirements:

- High School Diploma or GED and MA-Certified

EXHIBIT C
COMPENSATION AND FUND ALLOCATION
NOVEMBER 1, 2020 – OCTOBER 31, 2021

				Annual		
Personnel	**FTE%**	**Hourly**	**Monthly Salary**	**Salary Only**	**Benefits**	**Total**
Prescriber	0.3	$ 72.11	$ 3,750	$ 44,997	$ 7,229	$ 52,226
Nurse Care Manager (RN)	0.7	$ 40	$ 4,853	$ 58,240	$ 9,356	$ 67,596
Care Navigators (CN)	1.5	$ 25	$ 6,500	$ 78,000	$ 12,531	$ 90,531
Data Collection Coordinators	1.5	$ 25	$ 6,500	$ 78,000	$ 12,531	$ 90,531
Intake Coordinator (MA)	1.0	$ 25	$ 4,333	$ 52,000	$ 8,354	$ 60,354
Personnel Subtotal						$361,238
Expense Reimbursement						
Travel to required training						$3,000
Contingency Management*						$17,550
Transportation Vouchers						$3,600
GPRA Gift Cards						$1,725
Total						$ 387,113

*Contingency Management expenses may be reimbursed at a rate of no more than $15 per person per instance and $75 per person per year for individuals with co-occurring Opioid and Stimulant Use Disorders.

Ideal Option

Exhibit E

QUALIFIED SERVICE ORGANIZATION/ BUSINESS ASSOCIATE AGREEMENT

WHEREAS, Covered Entity is subject to the "HIPAA Rules," which for purposes of this Agreement shall include the Privacy Rule, Security Rule, Breach Notification Rule and Enforcement Rule (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended and federal regulations for the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 ("Part 2");

WHEREAS, Business Associate in the course of providing services to Covered Entity may create, receive, maintain or transmit Protected Health Information ("PHI"), as that term is defined in the HIPAA rules, or any information that would identify or otherwise relate to a patient at Covered Entity.

THE PARTIES THEREFORE AGREE TO THE FOLLOWING:

1. Definitions

(a) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms as defined in the HIPAA Rules and Part 2. The parties recognize that electronic PHI is a subset of PHI and all references to PHI in this Agreement shall include electronic PHI.

2. Obligations and Activities of Business Associate

(a) Business Associate acknowledges that in receiving, storing, processing or otherwise dealing with any patient records from Covered Entity, it is fully bound by the regulations of Part 2.

(b) Business Associate agrees it will, if necessary, resist in judicial proceedings any efforts to obtain access to patient records except as permitted by Part 2.

(c) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate may use and disclose PHI only if its use or disclosure is in compliance

with each applicable requirement of 45 CFR 164.504(e).

(d) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI and to comply with the HIPAA Security Rule [Subpart C of 45 CFR Part 164].

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(f) Within five (5) calendar days of Business Associate first becoming aware of an unauthorized use or disclosure of PHI, including a Security Incident, Business Associate agrees to notify the Covered Entity. Within fifteen (15) calendar days following the notification required above, Business Associate must provide a written report to the Covered Entity that shall include the following: (i) documentation of the specifics surrounding the incident and brief description of what happened, including the description of the unauthorized person(s) who accessed or acquired unsecured PHI and whether such persons actually acquired or viewed the PHI; (ii) description of the investigation that the Business Associate undertook and the findings to date; (iii) date of incident; (iv) name of individuals affected; (v) description of the types of unsecured PHI that were involved in the incident; (vi) any recommended steps that the individuals should take to protect themselves from harm; (vii) what mitigation efforts were implemented to lessen the harm to individuals; and (viii) what processes have been implemented to prevent the incident from happening in the future, including reasonable and appropriate safeguards.

(g) Business Associate agrees that any re-disclosure of patient identifying information, even to an agent or subcontractor of Business Associate, remains strictly prohibited by Part 2, unless Business Associate obtains written patient consent.

(h) Within fifteen (15) calendar days of receiving a written request from Covered Entity, Business Associate agrees to provide access to PHI in a Designated Record Set as necessary to allow Covered Entity to meet the requirements under 45 CFR 164.524. In the event any individual requests access to PHI directly from Business Associate, Business Associate shall forward such a request to the Covered Entity within five (5) calendar days.

(i) Within fifteen (15) calendar days of receiving a written request from Covered Entity, Business Associate agrees to make requested PHI available to the Covered Entity for amendment and incorporate any amendment(s) to PHI that the Covered Entity directs as necessary for compliance with 45 CFR 164.526 to the extent that the Business Associate possesses the Designated Record Set.

(j) Business Associate and/or its contractors and subcontractors agree to make their policies, procedures, documentation required by the HIPAA Rules,

internal practices, books, and records relating to the use and disclosure of PHI created, received or maintained by Business Associate and/or its contractors and subcontractors on behalf of Covered Entity available to the Covered Entity or, at the request of the Covered Entity, to the Secretary of Health and Human Services within a reasonable time of such request for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(k) If Business Associate is required to make a disclosure of PHI in its possession for a legal reason in accordance with Part 2 or the HIPAA Rules, it will track such a disclosure and within fifteen (15) calendar days shall provide all required information to Covered Entity that would be necessary for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. At a minimum, Business Associate shall provide the Covered Entity with the following information: (i) date of disclosure, (ii) name of the individual or entity who received the PHI, and if known, the address of such individual or entity; (iii) brief description of PHI disclosed; and (iv) brief statement of the purpose of such disclosure that includes an explanation of the basis for such disclosure, including any documentation that may support the reason for disclosure. Business Associate shall implement an appropriate record keeping process to enable it to comply with the requirements of this subparagraph. In the event the request for an accounting is delivered directly to the Business Associate, Business Associate shall forward the request to the Covered Entity within five (5) calendar days.

(l) Business Associate agrees that it will use or disclose only the minimal amount of PHI necessary to accomplish the intended purpose of the use, disclosure, or request consistent with the requirements applicable to Business Associate under 45 CFR 164.5020).

(m) To the extent that Business Associate is to carry out an obligation of the Covered Entity under the Part 2 or HIPAA Rules, Business Associate shall comply with the requirements of Part 2 or the HIPAA Rules that apply to the Covered Entity in the performance of such obligation.

3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement and Part 2, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as requested by Covered Entity provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

4. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose his/her PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Permissible Requests by Covered Entity

Except as otherwise permitted by this Agreement, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Part 2 and the HIPAA Rules if done by Covered Entity.

6. Term and Termination

(a) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Business Associate shall return all PHI to the Covered Entity or destroy all PHI in a manner consistent with the Covered Entity's requirements. This obligation applies to any and all PHI created, received, or maintained in any form by the Business Associate and/or its subcontractors on behalf of the Covered Entity. This provision shall survive the expiration or termination of this Agreement and any Underlying Agreement between the Parties.

(b) Continued Safeguard of Information. Depending on the nature of Business Associate's services provided to the Covered Entity, the Covered Entity may determine that immediate return or destruction of the information is infeasible, or Business Associate requires the retention of certain PHI for its continued proper management and administration or to carry out its legal responsibilities. In such an event, Business Associate will extend the safeguards and protections required by this Agreement for as long as the information is maintained and will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. When the information is no longer needed by Business Associate, the information will be returned or destroyed in accordance with this Agreement. This provision shall survive termination of the Underlying Agreement and this Agreement.

7. Miscellaneous

(a) No Third-Party Beneficiary Rights. Nothing express or implied in this Agreement is intended to give, nor shall anything herein give any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

(b) Regulatory References. A reference in this Agreement to a section in Part 2 or the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

(c) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Part 2 and the HIPAA Rules.

(d) Injunctive Relief. Business Associate acknowledges that its unauthorized use or disclosure of PHI or information protected under Part 2 while performing services on behalf of the Covered Entity pursuant to this Agreement would cause irreparable harm to Covered Entity and, in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages, including injunctive relief.

(e) Independent Contractors. Business Associate and Covered Entity agree that the relationship between them based on the services provided pursuant to the Underlying Agreement is solely that of independent contractors and nothing in this Agreement is intended to create a partnership, agency or joint venture relationship between the Parties.

(f) No Ownership. Under no circumstances shall Business Associate be deemed to be the owner of any PHI created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

(g) Amendment. In the event that Part 2 or the HIPAA Rules are materially amended or change the obligations of the Parties to this Agreement, the Parties agree to make good faith efforts to appropriately amend this Agreement in a timely fashion in order to give effect to the revised legal obligation. Business Associate's failure to agree to any amendment deemed necessary by Covered Entity to comply with future modifications or amendments to Part 2 or the HIPAA Rules shall constitute a material breach of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement or caused it to be extended in their names and on their behalf by their respected representatives thereunto duly authorized.

Benton County Corrections Department

Name: Chief Scott Souza

Benton County:

By: Print

Name: Jerrod MacPherson

Title: Benton County Administrator

Date: 12/18/2020

Benton County's Contact

Contract Manager: Information: Lt. Josh Combs,

Address: 7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336

Telephone: (509) 735-6555 Ext. 3347

Facsimile:

Email Address: Copy to Email: Joshua.Combs@co.benton.wa.us
Lisa.Small@co.benton.wa.us

Ideal Option PLLC:

By: Print

Name: Sanford Becker

Title: CFO

Date: Dec 15, 2020

Ideal Option's Contact:

Contract Manager: Yuki Yang

Address: 8514 W. Gage Blvd, Suite G
Kennewick, WA 99336

Telephone: 877-522-1275 or 206-419-8805

Facsimile:

E-mail address: yukiyang@idealoption.net

Ideal Option's EIN (or UBI) 45-5513274

Approved as to Form:

Ryan J Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Authorization For Payment of Unpaid Sales Tax – Banlin Construction
Presenter:	N/A
Prepared By:	P.Schut
Reviewed By:	R. Blain

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

Summary / Background Information

Resolution 2020-279 ratified the emergency contract with Banlin Construction for the locker room access project in the amount not to exceed $25,000 excluding tax; and

Resolution 2020-321 authorized additional payment of $9,193.02 including tax for unexpected additional costs; and

Banlin Construction brought to the attention of County Staff that they were short $790.60 in sales tax for the Locker Room Project

Fiscal Impact

Amount: $790.60

Fund: Capital Projects Fund (Fund # 0305-101)

Recommendation

Approved the attached resolution authorizing the payment to Banlin Construction for the unpaid sales tax

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO BANLIN CONSTRUCTION FOR UNPAID SALES TAX FOR THE EMERGENCY LOCKER ROOM ACCESS

WHEREAS, Resolution 2020-279 ratified the emergency contract with Banlin Construction for the locker room access project in the amount not to exceed of $25,000 excluding tax; and

WHEREAS, Resolution 2020-321 authorized additional payment of $9,193.02 including tax for unexpected additional costs; and

WHEREAS, Banlin Construction brought to the attention of County Staff that they were short $790.60 in sales tax for the Locker Room Project; and

WHEREAS, in order to closeout the project, County Staff recommend authorizing the payment of $790.60 in sales tax to Banlin Construction; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes payment to Banlin Construction for the additional sales tax in the amount of $790.60.

Dated this . . . . . day of . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

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

cc: Facilities; Auditor P. Schut

BANLIN Construction, LLC

320 W. Columbia Dr.
Kennewick, WA 99336

Invoice

Date	Invoice #
5/27/2020	1945

Bill To
Benton County 7122 W. Okanogan Pl. Kennewick WA 99336

P.O. No.	Terms	Project
2020-05	Due on receipt	

Description	Qty	Rate	Amount
JOB DESCRIPTION: Labor and Materials for the Benton County Locker Room Access Project. Contract # CB20-16			
Labor and Materials		34,193.02	34,193.02T

All work is complete!

Subtotal	$34,193.02
Sales Tax (8.6%)	$2,940.60
Total	$37,133.62
Payments/Credits	-$36,343.02
Balance Due	$790.60

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 110.

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

Dated this _____ day of January , 2021

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities Dept Nbr: 110

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: / 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
523-500	3135	Maintenance/Repair Supplies	$500	523-500	9802	ER&R Vehicle Maintenance Cost	$500
TOTAL			$500	TOTAL			$500

Explanation:

2019-2020 Budget - Transfer needed to pay for vehicle maintenance not originally budgeted - estimate

Prepared by: Cami McKenzie Date: 23-Dec-2020

Approved ❑ Denied ❑ Date: 1/12/2021

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FAIRGROUNDS OPERATING FUND NUMBER 0124101, 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 (A. Coverdell)

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Fairgrounds Operating | Fund Nbr: 0124101

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
575-400	4103	Professional Services	$4,500	575-400	9802	ER&R Vehicle Maint. Cost	$4,500
TOTAL			$4,500	TOTAL			$4,500

Explanation:

2019-2020 Budget - Transfer needed to pay for vehicle maintenance services not originally included in the budget - estimate

Prepared by: Cami McKenzie | Date: 04-Jan-2021

Approved ❑ | Denied ❑ | Date: 1/12/2021

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 105.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Civil Service Dept Nbr: 105

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.100	4103	Professional Services	$2,000	521.100	2103	Medical Insurance	$2,000
TOTAL			$2,000	TOTAL			$2,000

Explanation:

Appropriate funding for the 2019-2020 budget.

Prepared by: L. Wingfield Date 31-Dec-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 124.

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: Lexi W.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Treasurer Dept Nbr: 124

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	1505	Accounting Support Specialt	$96,184	514.220	1505	Treasury Support Specialist	$96,184
TOTAL			$96,184	TOTAL			$96,184

Explanation:

Title clean up from the budget process, union notified, Courthouse grade 11 2021/2022 budget

Prepared by: L. Wingfield Date 30-Dec-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

EXHIBIT "A"

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 127.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 127

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.100	1737	HR Secretary/CS Chief Examin	$7,500
518.100	3101	Office Supplies	$500
518.100	3201	Vehicle Fuel	$1,000
518.100	4103	Professional Services	$6,185
TOTAL			$15,185

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518.100	1736	HR Assistant Manager	$13,100
518.100	2102	Social Security	$275
518.100	2104	Retirement	$1,200
518.100	2119	Paid Family Leave Act	$610
TOTAL			$15,185

Explanation:

Appropriate funding for the 2019-2020 budget.

Prepared by: L. Wingfield Date 31-Dec-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 TREASURER'S INVESTMENT POOL FUND NUMBER 0109101, 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

Prepared by: Lexi W.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Treasurer's Investment Pool | Fund Nbr: 0109101

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	1505	Accounting Support Specialist	$5,708	514.220	1505	Treasury Support Specialist	$5,708
TOTAL			$5,708	TOTAL			$5,708

Explanation:

Title clean up from the budget process, union notified, Courthouse grade 11 2021/2022 budget

Prepared by: L. Wingfield | Date 30-Dec-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 FAIRGROUNDS OPERATING BUDGET FUND NUMBER 0124101, 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

Prepared by: Lexi W.

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Fairgrounds Operating Budget | Fund Nbr: 0124101

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
575.400	1532	Fairgounds/General Facilities	$110,606	575.400	1532	Maintenance Worker	$110,606
575.400	1555	Fairgounds/General Facilities	$117,144	575.400	1555	Maintenance Worker	$117,144
TOTAL			$227,750	TOTAL			$227,750

Explanation:

Title clean up from the budget process for the 2021/2022 budget

Prepared by: L. Wingfield | Date 30-Dec-2020

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/12/2021
Subject:	Personal Services Contract with ProClaim, Inc.
Presenter:	
Prepared By:	K. Ainsworth
Reviewed By:	S. Hallstrom

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

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

Summary / Background Information

Benton County's contract for unemployment third party administrator services expired December 31, 2020. Benton County Human Resources recommends continuing to utilize ProClaim, Inc. for the unemployment third-party administrator services.

Fiscal Impact

No supplement required

Recommendation

Authorize and sign the contract with ProClaim, Inc. for unemployment management third party administrator services from January 1, 2021 through December 31, 2022, equating to $9,360 annually.

CC: HR, Auditor, ProClaim Inc.

Prepared By: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND PROCLAIM, INC FOR UNEMPLOYMENT THIRD PARTY ADMINISTRATOR SERVICES.

WHEREAS, per Benton County resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for services contracts (except for architectural , engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, Benton County has the need to have a third-party administrator that oversees all the County's unemployment claims; and

WHEREAS, ProClaim, Inc. has been our third-party administrator for the last several years and the County has been very pleased with their services; and

WHEREAS, Human Resources recommends continuing utilizing ProClaim, Inc. for unemployment third-party administrator services; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and agrees to sign the attached agreement between Benton County and ProClaim, Inc for a contract amount not to exceed $18,720.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the contract shall begin January 1, 2021 through December 31, 2022.

Dated this_____ day of January, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

CC: HR, Auditor, ProClaim Inc.

Prepared By: K. Ainsworth

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 Proclaim, Inc., with its Office at PO Box 11939, Olympia, WA 98508, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Unemployment Management Proposal

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR will Administer the County's Unemployment Claims filed with the Washington State Department of Employment Security. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Tracy Workman, Chief Executive Officer
Address:	PO Box 11939 Olympia, WA 98508
Phone:	360-866-5202
Email:	tworkman@proclaim-inc.com

b. For COUNTY:

Name:	Lexi Wingfield, HR Manager
Address:	7122 W. Okanogan Pl Bldg A Kennewick, WA 99336
Phone:	509-737-2777
Email:	lexi.wingfield@co.benton.wa.us

5. COMPENSATION

For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed $9,360.00 per year, payable in monthly installments of $780.00.

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

a. The CONTRACTOR may 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.

b. 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.

c. 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.

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

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

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate

certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

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

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

All insurance required under this Contract shall be issued by

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

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

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Human Resources to the following address: Benton County Human Resources, 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); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such

written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 12/22/20

FOR: PROCLAIM INC.

_____
Signature

CEO
Title:

Tracy Workman
Print Name

Benton County

ProClaim Unemployment Management

BENTON COUNTY UNEMPLOYMENT MANAGEMENT CONTRACT

WORKING AS YOUR STRATEGIC PARTNER

At ProClaim, Inc., we pride ourselves on being far more than simply another Third Party Administrator. As your unemployment service provider we will ensure substantial financial implications that reach far beyond your day-to-day operations. Our personal, proactive approach to unemployment claims administration will minimize your risk and costs with measurable documented results.

COST

Monthly Fee

$780

A Power of Attorney for Unemployment is currently on file with the Employment Security designating ProClaim, Inc. as Benton County's representative. The new service contract will begin December 1, 2018.

Benton County's personal claims representative will:

- Manage all unemployment claims filed.
- Ensure all claims responses are submitted in a thorough and timely manner.
- Carefully review determinations and file the appropriate appeals if needed.
- Field all phone calls and correspondence from Employment Security and Office of Administrative Hearings.
- Provide representation and prepare witnesses for unemployment hearings. Our broad expertise on the nuances of state laws and requirements give us substantial leverage in planning and preparation.
- Send out formal job offers, upon request, to employees (who were previously laid off) and report to Employment Security when a job offer is refused or an employee fails to show for work after accepting a job offer thus potentially terminating their receipt of unemployment benefits.
- Ensure benefit charges are accurate.
- Draft needed policies and procedures.
- Provide employee documentation forms.
- Provide detailed reporting of unemployment claims activity. To properly manage your unemployment costs, staying informed is essential and our reporting system makes it easy.

ProClaim has a service that sets us apart from other Third Party Administrators and with some of the lowest fees in the industry our ROI is still second to none.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/12/2021
Subject:	Personal Services Contract with Penser North America, Inc.
Presenter:	
Prepared By:	K. Ainsworth
Reviewed By:	S. Hallstrom

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

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

Summary / Background Information

Benton County's contract for Worker's Compensation Claims Management Services expired 12-31-2020. Benton County Human Resources recommends continuing to utilize Penser North America, Inc. for the Worker's Compensation Claims Management Services.

Fiscal Impact

No supplement required

Recommendation

Authorize and sign the contract with Penser North America, Inc. for Worker's Compensation Claims Management Services from January 1, 2021 through December 31, 2022, equating to $27,750.00 annually.

CC: HR, Auditor, Penser North America, Inc. Prepared By: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PERSONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND PENSER NORTH AMERICA, INC. FOR WORKER'S COMPENSATION CLAIMS MANAGEMENT SERVICES.

WHEREAS, per Benton County resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for services contracts (except for architectural , engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost..."; and

WHEREAS, Benton County has the need to have a third-party administrator that oversees all the County's worker's compensation claims; and

WHEREAS, Penser North America, Inc. has been our third-party administrator for the last several years and the County has been very pleased with their services; and

WHEREAS, Human Resources recommends continuing utilizing Penser North America, Inc. for Worker's Compensation Claims Management Services; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and agrees to sign the attached agreement between Benton County and Penser North America, Inc. for a contract amount not to exceed $55,500.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the contract shall begin January 1, 2021 through December 31, 2022

Dated this_____ day of January, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

CC: HR, Auditor, Penser North America, Inc.

Prepared By: K. Ainsworth

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 Penser North America, Inc., a corporation organized under the laws of the State of Washington with its Corporate Offices at 700 Sleater-Kinney Rad SE, STE. B, #170, Lacey, WA 98503, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Claims Management Services

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall administer the Benton County Self-Insured Worker's Compensation program. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Claims Management Services", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

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

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Phil Valdens, President
Address:	700 Sleater-Kinney Rd SE, STE B, #170 Lacey, WA 98503
Phone:	360-455-4128
Email:	philv@penserna.com

b. For COUNTY:

Name:	Lexi Wingfield
Address:	7122 W. Okanogan Pl Bldg A Kennewick, WA 99336
Phone:	509-737-2777
Email:	lexi.wingfield@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of $27,750.00 per year, which includes Washington State sales tax, payable in monthly installments of $2,312.50.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty-seven thousand, seven hundred and fifty dollars ($27,750.00) per year including Washington State sales tax.

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

Contract.

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not

proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights

or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

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

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. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such

endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

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

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

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

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Human Resources to the following address: Benton County HR, 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); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on January 1, 2021.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 12-22-20

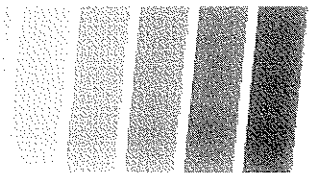
FOR: PENSER NORTH AMERICA INC.

_____
Signature

President
Title:

Phil Valdens
Print Name

Claims Management Services



Workers' Compensation Philosophy

Our workers' compensation administration philosophy and goals are very simple. We want to minimize overall claim program costs and, at the same time, provide an efficient and timely benefit delivery to injured workers. Over the years, we have been very successful in accomplishing these goals.

This success is largely attributed to our commitment of:

- Working closely with our customers and developing programs designed specifically to their needs.
- Hiring, training, and retaining the best people in the industry.

Workers' Compensation Service Program

By utilizing the elements mentioned above, we have executed our four-pronged Workers' Compensation Service Program. The four components of this program are:

- Claim management services
- Loss control services (not included in proposal)
- Information management
- Client services

Penser recognizes that your specific claim handling requirements are unique. During the implementation phase, appropriate management staff from your organization will be asked to join forces with the Penser team to discuss and agree upon claim handling requirements. This will establish solid communication lines to develop a positive working relationship between Penser personnel and Pierce County personnel. It is essential that each party understand their responsibilities to achieve the optimum results.

The following is a sample of our "claim standards", which represent our normal claim handling practices. Penser will customize these benchmarks to meet your specific program objectives.

Claim Management Services and Philosophy

Penser has developed a systematic, aggressive, hands-on claim management philosophy. Our claim representatives are given the necessary tools, caseloads, and training to carry out their jobs in a very proactive manner.

This philosophy can be broken down into four primary components:

- Early intervention
- Initial file workup
- Ongoing claim management
- Claim status meetings

Early Intervention

Receiving a claim and aggressively managing it from day one is key to

controlling claim costs. Early intervention is a process that requires a collective effort between the Third- Party Administrator (TPA) and the employer. We work with your organization and the appropriate individuals to ensure they are thoroughly trained on how to report claims in a timely manner. Penser will work with you to develop convenient and efficient means of reporting, whether it is via phone, fax, email, or U.S. Mail.

Upon receipt of the claim form, Penser initiates the following early intervention steps:

- Timely claim entry
- Supervisory review of all new claims upon receipt
- Identify "red flag" problem claims
- Develop plan of action
- Need for investigation determined
- Evaluate return-to-work
- Reserve recommendations
- Assignment of file to claim representative

Priority contact within 24 hours of receipt of claim and communication with the following:

- Employer
- Employee (when there is lost time)
- Attending physician

Initial File Workup

After the supervisor has reviewed the file, made recommendations, and the initial "three-point" contact has been made, the claim representative proceeds with the following steps:

Claim Investigation
Claim investigation is an integral part of Pensers' claim management service. Our claim representatives do an internal investigation on all claims. The depth of each claim investigation is case specific. When appropriate, our claims adjusters request recorded statements from injured workers and witnesses, do on-site inspections, and gather photographs. If the possibility of third- party involvement exists, claim investigation is vital to the subrogation process and recovery of applicable claim expenses. Surveillance, when appropriate and client-approved, is conducted by an outside expert.

Early Return to Work Addressed

Returning injured workers back to regular or modified duty as quickly as possible is one of the most effective elements in controlling costs. Through our initial "three point" contact, and subsequent medical and job offer documentation (when appropriate), Penser quickly assists workers back into the workplace whenever possible. We work very closely with our clients to assist in the creation and utilization of modified duty work.

Plan of Action Development

Once the file is reviewed, and the initial contacts made, the claim representative formulates their plan to bring the claim to closure. This plan is a step-by-step outline of the issues that need to be addressed and the action necessary to address the issues to bring the claim to a successful resolution.

Initial File Reserve Established

Reserves are established and input into our computer system within 72 hours of receipt of the first report of injury. These reserves reflect exposures commensurate with the injury, degree of disability, and any appropriate subjective factors. Each file contains a reserve calculation sheet and/or comments in the computer system. Benton County will play an integral part in the reserve philosophy and establishment of the ongoing review of reserves.

Initial Claim Action Taken

Once a claim is analyzed, the initial calls made, reserves set, and the plan of action formulated, the claim representative takes the necessary steps to move the claim forward to the next step of resolution. Whether it be a custom letter to the attending physician, scheduling an early second opinion, or a vendor assignment, action is taken early in the claim process and then documented in the system.

Diary Set for Next Action Step

Once the initial workup is complete, a diary is set for the next review. Adherence to the diary system is critical for success in claim management. The length of time before the next review depends on the individual claim. The diary maybe set for 30 days or it may be within 24 hours. The length of diary is set by the claim representative in conjunction with the input of the claim supervisor. Our claim management software alerts the claim representative on a daily basis of what files are due to be reviewed. This tracking system along with supervisory reviews ensures that all claims are kept up to date and reviewed appropriately.

Ongoing Claim Management

After the initial workup of the file, the claim representative works within the diary system. The claim representative is also prepared to take action prior to the scheduled diary date, if necessary. This phase of the claim process can be characterized by the following elements:

Medical Management

Penser's claim representatives are qualified to manage almost all medical aspects of a claim. Because of this experience we do not have to send each file out for a nurse review or an Independent Medical Examination (IME). We aggressively work with the attending physicians on return to work, treatment, and rating issues. We use nurse consultants in very serious cases, or cases where a particular specialty is needed. IMEs are also used, but we are careful not to overuse this resource. When our claim representatives schedule IMEs they do so with thoughtful consideration, and often they schedule directly with a physician's office and not an IME panel. This saves thousands of dollars for our clients over the course of a policy year. Penser uses Genex Corporation for bill review, utilization review/reduction and PPO medical reductions.

Litigation Management

Our claim staff works very closely with the injured workers to respond to their needs and provide timely benefits. However, despite our best efforts, occasionally workers seek legal counsel to assist them through the claim and/or appeal process. When this occurs, we may advise the employer to obtain legal counsel, or in some instances we can work with your organization to provide a defense. If a case requires legal counsel, we assign the case to an attorney (with the client's approval) and actively monitor and manage the legal process to resolution.

Vocational Rehabilitation Management

Penser works aggressively in the modified duty return-to-work process. We do not assign vocational consultants to assist us; we take extra steps to eliminate the need for an outside vendor. However, when return to work is not possible with the employer of injury, our claim representatives work closely with qualified vocational consultants. Our experience and understanding of the vocational process has enabled us to be successful in limiting the dollars and time spent in this very expensive aspect of claim management.

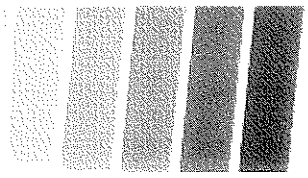
Claim Management

We write custom letters to doctors' offices when appropriate, communicate with physicians' offices for light duty release, and communicate with the injured worker to ensure treatment is progressing. Penser gets immediate, same-day response from most attending physicians. We proactively manage the entire claim from the time we receive it to closure. Our claim representatives maintain a strict diary system to ensure every claim is moving toward closure.

Claim Status Meetings

A critical part of ensuring all claims are progressing toward closure is to have monthly and/or quarterly status meetings with the employer. These meetings maintain the focus of the program and are brainstorming sessions on difficult cases. Also, by having regular status meetings, there are no surprises on claim costs or outstanding reserves.

Proposed Service Team



Proposed Service Team

Our claims and management team are one of the most experienced, trained and dedicated in the industry. Penser has a strong record with the Department of Labor and Industries and we are active participants in the WSIA and continuing education.

We provide our customers with a multi-disciplinary approach to claims management which is unique in the industry. Our pro-active coordination of claims professionals, doctors, therapists, and vocational rehab specialists aid the injured worker through the difficult claim, treatment and rehabilitation process. By implementing this approach we are able to achieve "Win/Win" results for our employers and injured workers.

Our Proposed claims team, and company as a whole, have extensive experience and expertise in working with public entities, and specifically with Benton County Risk Management. In addition, our claims team is familiar with the local medical and legal communities.

We propose the following "Service team" to work on the Benton County program:

Phil Valdens, *President*

EXPERIENCE

- Penser North America Inc., Vice President,
  1998 – Present

- Gallagher Bassett Services, Branch Manager,
  1995 – 1998

- Johnston and Culberson, Inc., Claims Examiner, 1989 - 1995

RESPONSIBILITIES

Phil will serve as your account executive. He will work with your organization to coordinate claims, information services, reporting and banking. Phil is available to answer any questions or concerns that your representatives might have.

Patty Hicks, Claims Supervisor

***State of Washington Certified

EXPERIENCE

- Penser North America, Inc., Supervisor 2008 – Present
- Sedgwick CMS, Supervisor 2005-2008
- Nordstrom, Sr. Claims Examiner, 2000 – 2005
- Johnston & Culberson, Claims Examiner, 1990 – 2000

RESPONSIBILITIES

Patty will supervise all Benton County claims assigned to the claim representative. She will assist the team with technical, legal, investigative, and vocational issues. She will also conduct performance reviews and audit files to ensure they are in compliance with "Best Practice", Department of Labor and Industries, and customer service guidelines. Patty is also available to provide consulting to the employer on circumstances, scenarios, and general questions regarding claims, the claim process and workers' compensation statutes, laws and regulations.

Laura Hernandez, Senior Claims Examiner

***State of Washington Certified

EXPERIENCE

- Penser North America, Sr. Claims Examiner, 2014 – present
- Lourdes Occupational Health, Case Worker, 2006-2013
- Lourdes Hospital, Administrative Asstistant, 2001-2005

RESPONSIBILITIES

Laura will be your day-to-day contact. She will adjust all aspects of your claims, including-but not limited to early intervention, investigation, plan of action development, claim reserving and litigation management. Regular contact with all parties will occur to ensure a positive progress of each claim in order to move the claim toward resolution and closure. Your claim representative is also available to provide consulting to the employer on circumstances, scenarios and general questions regarding claims, the claim process and workers' compensation statutes, laws & regulations.

Herb Sherburne, Loss Control / Safety Consultant

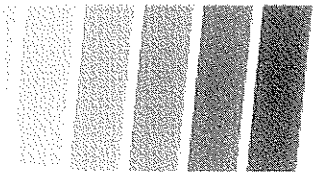
EXPERIENCE

- Penser North America, Specialty Safety Services, 2007 – present
- WA Self Insured Association Trainer , 2001-2007
- Seattle Times, Safety Manager, 1979-2001

RESPONSIBILITIES

Herb is also available to assist with any of your loss control or safety service needs. Herb is a proficient and effective trainer and also has a vast knowledge in a wide range of loss control areas.

Information Management



Information Management

Penser utilizes a state-of-the-art claim management computer system. This system is not only user friendly for our claim adjusters and clients, it provides a complete analysis of an employer's losses and consequently allows for a unique tool in which to analyze workers' compensation claims and to develop programs for reducing associated expenses.

Highlights of Penser M.I.S.

- Standard reports
- Custom reports
- On-line capabilities
- System upgrades

Standard Reports

Standard to Penser's service is a variety of customer reports, including weekly check lists, monthly check registers, and a monthly loss analysis. The standard report package will detail the most current information on your account's activity and the status of each open claim. Injuries and costs are summarized for all specific locations, and cumulative totals for the entire company are also summarized. These reports include medical and indemnity payments and estimated future costs, thus, allowing for an accurate accounting of your workers' compensation program.

Custom Reports

Our computer system provides flexibility on the information reported. As a result, we can run reports on almost any type of information in the database. For example, we can run multiple claim lists, injury specific reports, over dollar amount (claims that exceed a set dollar amount), claim logs, and many more.

On-line Capabilities

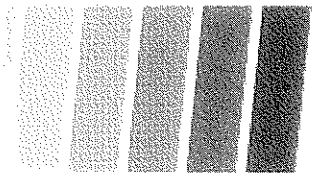
With our on-line capability our clients have access to all of their claim information in real time. The on-line access allows you to view the same information the adjuster is viewing. This includes claim notes, payment detail, reserve history, etc.

System Up Grades – NAVRISK Vision

Our system is continuously moving forward with technology and adding new features. We are currently upgrading to the NAVRISK Vision platform. This platform will allow our clients to run, and view additional reports, dashboards and analytics.

Some of the highlights of the NAVRISK Vision platform can be viewed on the following pages.

Client Services



Client Services

Penser recognizes there are additional services important to operating a self-insurance program that were not mentioned previously. Our client services program compiles these additional needs to ensure your program is unique to your organization. Some of these additional services may include:

* Technical support
* Training and program orientation
* Audit assistance
* Excess insurance reporting
* Accounting services

Technical Support

Penser provides technical support to incorporate your account into our computer system. We will work together to decipher reports and develop tracking systems that work for you. We provide assistance and special reports that help with the completion of quarterly and annual reports. Penser also provides customized claim forms.

Training and Program Orientation

Orienting your management and supervisory personnel is vital to the success of your workers' compensation program. Penser is absolutely committed to getting our relationship off to a great start.

We provide training seminars explaining claim form processing, filing procedures, and reporting requirements. We also keep you apprised and provide counsel on governmental issues and concerns. Our assistance also includes working with you through the takeover process.

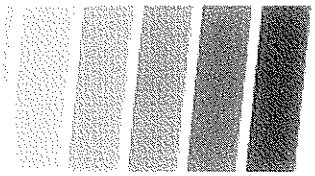
Audit Assistance

Compliance with L & I guidelines is extremely important. Our staff has years of experience in the audit process. We work with you to ensure the program is in compliance and ready for inspection at any time.

Excess Insurance Reporting

Penser works with you and your insurance carrier to assist in the renewal of your policy. We provide the reports to assist in the underwriting process. Also, we monitor our claim department to guarantee we meet each carrier's claim reporting requirements.

Loss Control Services



Penser uses a two-pronged approach to minimize workers' compensation

costs. Our loss control services are available to assist your organization in preventing accidents while our claim department works to contain the cost of injuries. When utilized, the mission of our loss control service is to aid in preventing accidents, meeting safety regulations, and assisting with special problems. We accomplish these goals through a consultant-type approach to loss control. We begin by meeting with management, examining types and frequency of accidents, and reviewing safety programs; then we customize our service to your organization.

Elements of Loss Control Service Program

- *Safety Program Management*
- *Program Compliance Audits*
- *Regulatory Compliance*
- *Education and Training*
- *Safety Inspections*
- *Accident Investigations*
- *Troubleshooting*
- *Claim Analysis*
- *Industrial Hygiene*
- *Ergonomics*

Program Compliance Audits

Regulatory Compliance

The Department of Labor and industries (L & I) audits self-insured employers on a random basis. These audits include a review of your safety program to ensure compliance with state regulations. Our loss control consultant is experienced with these audits and will provide you with the latest compliance information and L & I's current focus to help prepare for a successful audit.

Our consultant can assist with meeting the myriad of L & I's safety regulations and other safety program needs. Some of the safety programs and topics that we provide consultation for include:

- Accident investigations
- Back injury prevention
- New employee orientation
- Effective safety committees
- Job safety analysis
- Accident repeater programs
- Behavior based safety
- Hearing conservation
- Lockout-tag out
- Electrical safety
- Forklift driver safety
- Fleet safety

Education and Training

Ongoing safety education is an important element to any successful safety program. Our loss control consultant is an experienced educator and trainer.

His experience and depth of resources make it possible to customize training and educational programs for staff, trainers, supervisors, and key employees. The topics of training are diverse to meet your general and specific needs.

Safety Inspections

Our loss control consultant stays abreast of pertinent regulatory developments and will provide updates on changes. We follow proposed regulations closely and are able to add regulatory input and attend important public hearings.

If your facilities are subjected to a WISHA inspection, we may be able to protect your interests during the inspection process, review the citation for validity, suggest abatement strategies, and guide your organization through the appeal process before the Board of Industrial Insurance Appeals.

Accident Investigations

We assist in the investigation of serious accidents, including the following very important areas:

- Follow up accident guidance
- Reporting requirements
- Assistance during WISHA investigations
- Conduct interviews and gather statements
- Determine contributing causes
- Safeguards to prevent reoccurrences

Troubleshooting

Recognizing that every organization has special and sometimes unpredictable safety needs, we developed our loss control service program to specialize in addressing unique safety concerns. Our consultant possesses extensive knowledge in occupational safety and health. We also have working relationships with established laboratories and specialty consultants, if the need arises.

Claim Analysis

The monthly loss analysis report we provide contains useful statistical information that will help you focus your accident prevention resources. The loss analysis breaks down your claims by location, department, length of service, month, day of the week, hour of the day, activity, injury type, and body type. Your designated loss control consultant will review the loss analysis to track costs per claim, loss trends, and other information that will assist you in targeting accident prevention efforts.

Industrial Hygiene

Unlike physical safety hazards, industrial health exposures may be especially difficult to discover. Our consultant is trained in industrial hygiene. We offer

our clients a wide variety of bulk, air and liquid sampling services to determine occupational exposure to hazardous chemicals. Your designated consultant will provide ideas to help you prevent noise induced hearing loss and evaluate compliance with state hearing conservation program requirements.

Ergonomics

Cumulative trauma disorders are increasingly found in the workplace. Ergonomic hazards can be found in the office or in the field environment. Our staff can evaluate workstation ergonomic exposures and assist in developing solutions to prevent these costly injuries.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/12/2021
Subject:	Bailiff Amendment II to the 2019-2021 CBA
Presenter:	
Prepared By:	L. Wingfield
Reviewed By:	

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

Type of Agenda Item:

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

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

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

Summary / Background Information

In the matter of adopting Amendment II of the 2019-2021 Bailiff CBA to establish a 2.0% COLA effective January 1, 2021 and maintain the current county contribution of $1,140.60 per month for health and welfare benefits.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution to approve Amendment II of the 2019-2021 Bailiff CBA for a 2021 COLA and County Contribution as well as sign the Amendment itself.

Suggested Motion

I move to approve the resolution in the matter of approving Amendment II of the 2019-2021 Bailiff CBA.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2020-304

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON

IN THE MATTER OF THE 2019-2021 AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES, AND TEAMSTERS LOCAL 839, REPRESENTING BAILIFF EMPLOYEES, AMENDMENT II.

WHEREAS, negotiators for Benton and Franklin Counties have negotiated and reached an agreement with Teamsters Local 839, representing Bailiff employees, negotiating team for the 2019-2021 Agreement Amendment II; **NOW, THEREFORE,**

BE IT RESOLVED, that the Benton and Franklin Counties Board of Commissioners approve Amendment II of the 2019-2021 Agreement between Benton and Franklin Counties, and Teamsters Local 839, representing Bailiff employees as negotiated and are authorized to sign the same; and

BE IT FURTHER RESOLVED, that the Amendment is effective January 1, 2021 and shall remain in effect for the duration of the Agreement.

Dated this ____ day of _____, 20___.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this 22 day of December, 20 20.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

Brad Peck
Approved Telephonically
_____
Member

_____
Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest Karen Millham
Clerk of the Board

cc: BC Auditor, BC HR, S. Hallstrom, Superior Court, Franklin County

Prepared by: L. Wingfield

AMENDMENT II
to

2019 – 2021 AGREEMENT
Between
BENTON-FRANKLIN COUNTIES SUPERIOR COURT, BENTON COUNTY, FRANKLIN COUNTY
And
TEAMSTERS UNION LOCAL NO. 839

Representing BAILIFFS

Benton-Franklin Counties Superior Court (Employer) and Teamsters Union Local NO. 839 Representing Bailiffs (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2020, through December 31, 2021, as follows:

1. Section 8.1 is hereby amended to read:

   2019: Effective January 1, 2019, the 2018 Salary Schedule will be increased by two and a half percent (2.5%). This calculation and process shall be determined and established by the Benton County Commissioners' Office.

   2020: Effective January 1, 2020, the 2019 Salary Schedule will be increased by two and a half percent (2.5%). This calculation and process shall be determined and established by the Benton County Commissioners' Office.

   2021: ~~For 2021, this agreement will be open for limited negotiations to determine any wage adjustments for the Salary Schedule.~~ Effective January 1, 2021, the 2020 Salary Schedule will be increased by Two percent (2.0%) for 2021. This calculation and process shall be determined and established by the Benton County Commissioners Office.

2. Section 9.2 is hereby amended to read:

   The Employer will provide the United Employees Benefit Trust (UEBT) Plan A6 Composite and the ~~Group Health~~Kaiser Options as the plans for medical and hospital coverage available to all employees.

   2019: Effective the first payroll cycle following the date of the last signature, the employer agrees to pay up to a maximum of one thousand, forty-five and 23/100 dollars ($1,045.23) per month towards medical, dental, vision, and life insurance.

   2020: Effective January 1, 2020, the Employer agrees to pay the cost of the premiums for UEBT Medical A6, UEBT Dental D8, UEBT Vision Plan 3, and $24,000 life insurance up

to a maximum of One Thousand, One Hundred, Forty, and 60/100 Dollars ($1,140.60). In the event the premium for these plans increases in 2020, the Employer will pay up to an additional Five Percent (5%) of that premium, any increase over Five Percent (5%) will be the responsibility of the employee, in the event the premium decreases, the County Contribution will also decrease in that amount.

2021: ~~For 2021, this agreement will be open for limited negotiations to determine a health and welfare adjustments.~~ Effective the pay period following the last signature or January 1, 2021, whichever is later, the Employer agrees to pay the cost of the premiums for UEBT Medical A6, UEBT Dental D8, UEBT Vision Plan, and $24,000 life insurance up to a maximum of One Thousand, One Hundred, Forty, and 60/100 Dollars ($1,140.60).

3. Section 9.3 is hereby amended to read:

For UEBT coverage, the employee is eligible if they are a regular full-time employee and ~~was compensated~~had forty (40) compensable hours or more the previous calendar month. If the employee is a regular full-time employee and elects ~~Group Health~~Kaiser (Washington Counties Insurance Fund or "WCIF") and is hired on the 1st of the month, coverage begins on the 1st of that month; if hired on the second (2nd) through the thirty-first (31st), coverage begins the first (1st) of the following month. If the first (1st) falls on a weekend or holiday, and the employee reports to work on the first (1st) business day following, coverage is retroactive to the first (1st) of the month.

The eligibility of an employee for insurance benefits terminates at the end of any month that the employee fails to meet the above eligibility and enrollment requirements. If the employee has benefits with UEBT and ~~was compensated~~had at least forty (40) compensable or more hours during the last calendar month of employment, coverage extends through the end of the month following termination. If the employee has WCIF benefits, coverage ends the last day of the month in which employment terminated.

4. No other language in the CBA is amended or intended to be changed or modified.

5. Except as otherwise stipulated above, this Amendment is effective as of January 1, 2021.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

BENTON-FRANKLIN COUNTIES SUPERIOR COURT

Carrie Runge
Presiding Superior Court Judge
Date: 12/16/20

TEAMSTERS LOCAL NO. 839 Representing Bailiffs

Russell Shjerven, Secretary-Treasurer
Date: 12-11-2020

Tiffany Deaton

Tiffany Deaton, Administrator
Date: 12-16-2020

BOARD OF BENTON COUNTY COMMISSIONERS

Chair

Member

Member

Constituting the Board of
Benton County Commissioners

Attest:

Clerk to the Board

Date:

Approved as to form:

Stephen Hallstrom,
Benton County Deputy Prosecuting Attorney

BOARD OF FRANKLIN COUNTY COMMISSIONERS

Chair

Brad Peck
Approved Telephonically

Member

Member

Constituting the Board of
Franklin County Commissioners

Attest:

Clerk to the Board

Date: 12-22-2020

2021 SALARY SCHEDULE

2019 - 2021
Agreement by and between
Board of Benton and Franklin County Commissioners
and
Benton-Franklin
Superior Court Teamsters #839

COVERING BAILIFF TEAMSTERS

	STEPS in $.....								
GRADE	A	B	C	D	E	F	G	H	I
6	3127	3190	3302	3418	3538	3662	3790	3923	4060

cc: Superior Court, Payroll, Human Resources, Teamsters #839, BC/FC Administration

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	1/12/2021
Subject:	Re-Adoption of the Voluntary Early Retirement Plan
Presenter:	L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

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

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

Summary / Background Information

On December 8, 2020, the Benton County Board of Commissioners adopted resolution 2020-950 and established the Benton County Early Retirement Plan. During the December 22, 2020, board meeting, the Commissioners discussed amending that plan to reflect employees would be eligible after 20 years of service rather than 25. The attached plan is amended to reflect that change in eligibility.

The plan also reflects a change to bullet number 2 in the Agreement after further discussion with legal.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution to adopt the new Benton County Early Retirement Plan.

Suggested Motion

I move to approve the resolution in the matter of approving the new Benton County Early Retirement Plan and rescinding resolution 2020-950.

cc: All Offices/Departments

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADOPTS THE BENTON COUNTY EARLY RETIREMENT PLAN AND RESCINDS RESOLUTION 2020-950.

WHEREAS, On December 8, 2020, the Benton County Board of Commissioners adopted resolution 2020-950 and established the Benton County Early Retirement Plan; and

WHEREAS, there was discussion during the December 22, 2020, board meeting to amend the plan so employees would be eligible after 20 years of service rather than 25; and

WHEREAS, after further discussions with legal, bullet number 2 in the Agreement has been updated to better reflect our process; **THEREFORE**,

BE IT RESOLVED, the Benton County Board of Commissioners adopts the attached Benton County Early Retirement Plan; and

BE IT FURTHER RESOLVED, the Benton County Board of Commissioners rescinds Resolution 2020-950.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: All Offices/Departments

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HUMAN SERVICES FUND NUMBER 0108101, DEPARTMENT 551,560 & 568

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 of Human Svcs

Tmckeirnan

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Human Services

Dept Nbr: 551,560 & 568

Fund Name: 0108101

Fund Nbr: 0108101

TRANSFER FROM: **Dept.** 560/568

TRANSFER TO 551

BASE SUB (6 digit) **Dept 560**	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit) **Dept 551**	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
564.199	4103	Professional Svcs	$20,000	565.150	4509	Rentals	$120,000
564.199	4503	Office Equipment	$50,000	565.120	4509	Rentals	$460,000
566.196	4103	Professional Svcs	$20,000				
564.320	4161	Direct Services	$100,000				
564.400	4155	Contract Services	$100,000				
Dept 568							
568.620	4155	Contract Services	$290,000				
TOTAL			$580,000	TOTAL			$580,000

Explanation:

Due to the Coronavirus (COVID-19) pandemic; Benton County Department of Human Services received two grants, one federal and one state. The Eviction Rent Assistance Program (ERAP) in the amount of $2,602,924 must be spent by December 31, 2020. We are moving funds around in order to pay rent for these two grants. This is for 2019/2020 budget cycle.

Prepared by: Tammy McKeirnan

Date: 12/22/20

Approved ☐

Denied ☐

Date: _____

_____
Chairman

_____
Member

_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Approving the purchase of one Fujitsu fi-7260 scanner from Amazon.com Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	

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

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

Summary / Background Information

The Office of Public Defense has received a grant to purchase technology for their department and has requested Information Technology to purchase a scanner for employees to use within their department. 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.

Purchase price of the scanner is under $4,999 and can be purchased without the need of three quotes, per the County's Procurement, Leasing, and Contracting Policy. Scanner will be purchased from Amazon.com Inc.

Fiscal Impact

Amount: **$1,500 excluding WSST.**

Fund: **2020 OPD approved grant funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of one Fujitsu fi-7260 scanner in an amount not to exceed $1,500 excluding WSST from Dell Inc. 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 FUJITSU FI-7260 SCANNER FOR THE OFFICE OF PUBLIC DEFENSE FROM AMAZON.COM INC.

WHEREAS, Office of Public Defense has received a grant to purchase new technology for their department; and

WHEREAS, Information Technology has been requested to purchase one Fujitsu fi-7260 scanner for Office of Public Defense use; and

WHEREAS, purchase price of the scanner is under $4,999 and can be purchased without three quotes per Resolution 2012-677, Procurement, Leasing, and Contracting Policy; 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 Fujitsu fi-7260 scanner from Amazon.com Inc. for the Office of Public Defense in an amount not to exceed $1,500 excluding Washington State Sales Tax to be paid for using Office of Public Defense grant funding; and

BE IT FURTHER RESOLVED, purchased scanner will be enrolled into Central Services Replacement Fund (0132101).

Dated this 12 day of January , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Office of Public Defense

Prepared by: R. Heard

amazon business

Packing slip

For customer support visit Amazon.com/contact-us

Order date: December 17, 2020
Purchase Order #: ITD-201217T6
Order #: 112-0558993-2589049
Date shipped: December 18, 2020

Ship to:
Benton County Information Technology
Benton County Information Technology
7122 W OKANOGAN PL BLDG A
KENNEWICK, WA 99336-2359
United States

Shipment details

Item description	Qty	Item price	Item subtotal
Fujitsu fi-7260 ADF + Flatbed Professional Scanner (SKU: PA03670-B555//01) Condition: New Sold by: BecTech Global	1	$1,314.92	$1,314.92

Item subtotal	$1,314.92
Shipping & handling	$0.00
Promos & discounts	$54.93
Sales tax	$113.08
Total	**$1,373.07**

Return or replace your item

Visit Amazon.com/returns

Have feedback on how we packaged your order? Tell us at Amazon.com/packaging

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Approving the purchase of one Gamber-Johnson Docking Station with Lind 90W Power Supply for the Sheriff Patrol Department from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	

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

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

Summary / Background Information

The Sheriff Patrol Department has made a new request to purchase one Gamber-Johnson Docking Station for one of their Patrol vehicles which support Dell laptops. 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: **$900 excluding WSST.**

Fund: **Sheriff Patrol's 2019-2020 approved budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of Gamber-Johnson Docking Station with Lind 90W Power Supply in an amount not to exceed $900 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 GAMBER-JOHNSON DOCKING STATION WITH LIND 90W POWER SUPPLY FOR THE SHERIFF PATROL DEPARTMENT FROM DELL INC.

WHEREAS, the Sheriff Patrol Department has requested to purchase one Gamber-Johnson docking station for one of their patrol vehicles; and

WHEREAS, Sheriff Patrol has purchased several Dell laptops and would like to use these laptops within one of their vehicles; 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 Gamber-Johnson docking station with Lind 90W power supply for the Sheriff Patrol Department in an amount not to exceed $900 excluding Washington State Sales Tax to be paid for using approved 2019-2020 Sheriff Patrol budgeted funds; and

BE IT FURTHER RESOLVED, purchased item from Dell, Inc. will be enrolled into Central Services Replacement Fund (0132101).

Dated this 12 day of January , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Sheriff Patrol

Prepared by: R. Heard

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.	**3000073973644.1**	Sales Rep	Charles Anglin
Total	**$860.26**	Phone	(800) 456-3355, 6180469
Customer #	1776351	Email	Charles_Anglin@Dell.com
Quoted On	Nov. 24, 2020	**Billing To**	PAYABLE ACCOUNTS BENTON COUNTY PUD P O BOX 6270 KENNEWICK, WA 99336-0270
Expires by	Dec. 24, 2020		
Deal ID	19472910		

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

ROBERT HEARD
BENTON COUNTY PUD
620 MARKET ST
KENNEWICK, WA 99350
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Gamber-Johnson Docking Station with Lind 90W Power Supply (Tri RF) - docking station - VGA	**$792.14**	**1**	**$792.14**

Subtotal:	**$792.14**
Shipping:	**$0.00**
Estimated Tax:	**$68.12**
Total:	**$860.26**

Consult your DFS rep. Special lease pricing may be available.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

ROBERT HEARD
BENTON COUNTY PUD
620 MARKET ST
KENNEWICK, WA 99350
(509) 786-5603

Shipping Method

Standard Delivery

		Qty	Subtotal
Gamber-Johnson Docking Station with Lind 90W Power Supply (Tri RF) - docking station - VGA	**$792.14**	**1**	**$792.14**

Estimated delivery if purchased today:
Jan. 05, 2021
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Qty	Subtotal
Gamber-Johnson Docking Station with Lind 90W Power Supply (Tri RF) - docking station - VGA	A9777897	-	1	-

Subtotal:	**$792.14**
Shipping:	**$0.00**
Estimated Tax:	**$68.12**
Total:	**$860.26**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

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:	January 12, 2021
Subject:	Authorizing One-Year AutoCAD Subscription Renewal from SHI International Corp.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	

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

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

Summary / Background Information

Currently Benton County has AutoCAD LT, Civil 3D, Map 3D, and Infrastructure Design Suite Premium software installations in various departments. From 2017 to 2020 the subscription renewal was executed with DLT Solutions. DLT Solutions is no longer a Washington State approved AutoCAD software reseller. Instead of renewing AutoCAD licensing with DLT, the County will use its membership with Sourcewell cooperative purchase agency per Resolution 2020-504 to renew AutoCAD's software subscription for the January 16, 2021 through January 15, 2022 period from SHI International Corp. SHI International Corp, Somerset, NJ is a member of Sourcewell, contract number 081419-SHI, Sourcewell – Technology Catalog Solutions.

Fiscal Impact

Amount: **$23,000 excluding WSST.**

Fund: **Information Technology approved 2021-2022 budget.**

Recommendation

Recommend the Board of Benton County Commissioners approve the purchase of a one-year subscription renewal of AutoCAD for Benton County in an amount not to exceed $23,000 excluding Washington State Sales Tax.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE-YEAR AUTOCAD SOFTWARE SUBSCRIPTION RENEWAL FROM SHI INTERNATIONAL CORP, SOMERSET, NJ.

WHEREAS, Benton County currently uses AutoCAD LT, AutoCAD including specialized toolsets, and Architecture Engineering Construction Collection as a software standard for Computer-Aided Design functions; and

WHEREAS, per Resolution 2020-504, the County entered into an agreement with Sourcewell, a cooperative purchasing agency; and

WHEREAS, SHI International Corp. Sourcewell – Technology Catalog Solutions contract number 081419 is the authorized reseller of AutoCAD; and

WHEREAS, in the best interest of Benton County, Information Technology recommends the AutoCAD software be kept up to date and current; and

WHEREAS, a quote was solicited and received from SHI International Corp, Somerset, NJ for one-year AutoCAD subscription renewal in the amount of $23,000 excluding Washington State Sales Tax; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of a one-year AutoCAD software subscription renewal in the amount of $23,000 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the subscription period will start January 16, 2021 and end January 15, 2022.

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

Orig: Information Technology
cc: Auditor.

Prepared by: R Heard

Pricing Proposal
Quotation #: 19873058
Created On: 12/31/2020
Valid Until: 1/31/2021

Benton County

Robert Heard
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: robert.heard@co.benton.wa.us

Inside Account Manager

Tyler Henderson
290 Davidson Ave
SomersetNJ, 08873
Phone: 732-529-2148
Fax:
Email: tyler_henderson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Autodesk - Part#: 02HI1-007731-L821 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/16/2021 – 1/15/2022	3	$2,878.60	$8,635.80
2	Architecture Engineering & Construction Collection Government Multi-user Annual Subscription Renewal Autodesk - Part#: 02HI1-00N128-L937 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/16/2021 – 1/15/2022	1	$4,320.45	$4,320.45
3	Architecture Engineering & Construction Collection Government Multi-user Annual Subscription Renewal Switched From Maintenance (Year 2) Autodesk - Part#: 02HI1-00N958-L916 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/16/2021 – 1/15/2022	2	$1,179.50	$2,359.00
4	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Year 2) Autodesk - Part#: 02HI1-007041-L407 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/16/2021 – 1/15/2022	3	$1,179.50	$3,538.50
5	AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Year 2) Autodesk - Part#: 057J1-002407-L382 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: 1/16/2021 – 1/15/2022	1	$206.65	$206.65
6	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Year 2)	3	$647.16	$1,941.48

Autodesk - Part#: C1RK1-006162-L711
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 1/16/2021 – 1/15/2022

Subtotal	$21,001.88
*Tax	$1,806.16
Total	$22,808.04

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Please Note: Autodesk has a zero returns policy for subscriptions that have already been activated.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

RESOLUTION 2020 504

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, Benton County desires to arrange for making cooperative purchases of goods and services with Sourcewell, and it is in the best interests of the County that such an arrangement be carried out; and

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

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

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

BE IT RESOLVED the Benton County Board of Commissioners hereby approves the attached Agreement between Benton County and Sourcewell and the Chairman of the Board of County Commissioners is hereby authorized and directed to execute said Agreement; and

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

Dated this 28th day of July 2020.

James P. Beaver
Chairman

Chairman Pro-Tem

Shon Small- Absent
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: Carrie Mayo
Clerk of the Board

Orig.: Public Works

S. Christen

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

APPROVED AS TO FORM:

The Sourcewell Agreement for becoming a member of Sourcewell, a cooperative purchasing agency, has been reviewed and approved as to form:

Reid Hay, Deputy Prosecuting Attorney

7/16/20

Date

DocuSign Envelope ID: 4B665D62-A258-4414-846F-867710EF4129

Sourcewell
Formerly NJPA

SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and County of Benton (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).

2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.

5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.

6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name	**Sourcewell**
By [signature]	DocuSigned by: [signature] 7E42B8F817A84CC...
Its Chairman, Board of County Commissioners	Executive Director/CEO
TITLE	TITLE
July 28, 2020	7/30/2020 | 3:12 PM CDT
DATE	DATE

Rev. 5/2018

Sourcewell
Formerly NJPA

MEMBER INFORMATION

Indicate an address to which correspondence may be delivered.

Organization Name*	County of Benton
Address*	7122 W. Okanogan Pl., Bldg. A
City	Kennewick
State/Province Code	WA ZIP code* 99336
Country	USA
Employer Identification Number	91-6001296
Website	co.benton.wa.us
Contact person* (First, Last)	Shannon Christen
Job Title*	Contract Coordinator
Job Role*	Procurement and contracts
E-mail*	shannon.christen@co.benton.wa.us
Phone*	509-786-5611

Organization Type:

Government

- __ Federal
- __ State
- X County
- __ Municipality
- __ Tribal
- __ Township
- __ Special District

Education

- __ Pre-K
- __ Public K-12
- __ Private K-12
- __ Public Higher Ed
- __ Private Higher Ed

Sourcewell
Formerly NJPA

Non-Profit (Please include documentation demonstrating non-profit status)

__ Church

__ Medical Facility

__ Other

REFERRED BY

__ Advertisement

__ Colleague/Friend

X Vendor Representative

__ Conference/Trade Show_____

__ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

**Denotes required information*

Sourcewell

Sourcewell
Awarded Contract

SHI International

Technology Catalog Solutions

#081419-SHI

Maturity Date: 10/30/2023

Contract Documents

Contract Documents

Technology Catalog Solutions

Contract #081419-SHI
Effective 10/30/2019 - 10/30/2023

Contract Documentation

- **Request for Proposal (RFP)** (272.31 KB)
- **Contract** (474.75 KB)

Competitive Solicitation Documentation

- **Proof of Publication** (2.26 MB)
- **Proposal Opening Record Page** (115.6 KB)
- **Proposal Evaluation** (159.06 KB)
- **Evaluation Committee Comment & Review** (186.46 KB)
- **Board Resolutions** (3.67 MB)

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither

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Sourcewell for Vendors →

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Accessibility

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Approving the purchase of three Dell Mobile Precision 3551 or comparable model laptops, three Thunderbolt docking stations, and two 27-inch monitors for the Office of Public Defense from Dell, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	

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

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

Summary / Background Information

The Office of Public Defense has received a grant to purchase technology for their department and has requested Information Technology to purchase new laptops, docks, monitors, and a scanner for employees to use within their department. 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.

Laptops, docking stations, and monitors will be purchased from Dell, an authorized Washington State vendor under NASPO ValuePoint's Computer Equipment Contract, Dell Marketing, L.P. Contract #05815-003. Scanner will be purchased from Amazon.

Fiscal Impact

Amount: **$8,000 excluding WSST.**

Fund: **2020 OPD approved grant funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of three Dell Mobile Precision 3551 or comparable model laptops, three Thunderbolt docking stations, and two 27-inch monitors in an amount not to exceed $8,000 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 THREE DELL MOBILE PRECISION OR COMPARABLE MODEL LAPTOPS, THREE THUNDERBOLT DOCKING STATIONS, AND TWO 27-INCH MONITORS FOR THE OFFICE OF PUBLIC DEFENSE FROM DELL INC.

WHEREAS, Office of Public Defense has received a grant to purchase new technology for their department; and

WHEREAS, Information Technology has been requested to purchase three Dell Mobile Precision or comparable model laptops, three thunderbolt docking stations, and two 27-inch monitors for Office of Public Defense use; 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 three Dell Mobile Precision 3551 or comparable model laptops, three Thunderbolt docking stations, and two 27-inch monitors for the Office of Public Defense in an amount not to exceed $8,000 excluding Washington State Sales Tax to be paid for using Office of Public Defense grant funding; and

BE IT FURTHER RESOLVED, purchased laptops, docking stations, and monitors will be enrolled into Central Services Replacement Fund (0132101).

Dated this 12 day of January , 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor, Office of Public Defense

Prepared by: R. Heard

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.	**3000075603571.1**	Sales Rep	Charles Anglin
Total	**$7,584.76**	Phone	(800) 456-3355, 6180469
Customer #	1710002	Email	Charles_Anglin@Dell.com
Quoted On	Dec. 17, 2020	**Billing To**	ACCOUNTS PAYABLE BENTON COUNTY CENTRAL SERVICES PO BOX 608 PROSSER, WA 99350-0608
Expires by	Jan. 16, 2021		
Deal ID	19472910		

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

RECEIVING DEPT
BENTON COUNTY INFORMATION TECH
620 MARKET ST
PROSSER, WA 99350
(509) 786-5603

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
Mobile Precision 3551	**$1,865.08**	**3**	**$5,595.24**
Dell UltraSharp 27 Monitor - U2719D	**$330.05**	**2**	**$660.10**
Dell Thunderbolt Dock- WD19TB	**$242.93**	**3**	**$728.79**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	**$6,984.13**
Shipping:	**$0.00**
Estimated Tax:	**$600.63**
Total:	**$7,584.76**

Consult your DFS rep. Special lease pricing may be available.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

RECEIVING DEPT
BENTON COUNTY INFORMATION TECH
620 MARKET ST
PROSSER, WA 99350
(509) 786-5603

Shipping Method

Standard Delivery

		Qty	Subtotal
Mobile Precision 3551	**$1,865.08**	**3**	**$5,595.24**

Estimated delivery if purchased today:
Mar. 09, 2021
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

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	-	3	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	3	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	3	-
16GB, 1X16GB, DDR4 2933Mhz Non-ECC Memory	370-AFFB	-	3	-
Nvidia Quadro P620 w/ 4GB GDDR5	490-BFBH	-	3	-
M.2 256GB PCIe NVMe Class 40 Solid State Drive	400-BDWT	-	3	-
Bracket for M.2 PCIe NVMe 2280 SSD	575-BBYI	-	3	-
No Additional Hard Drive	401-AAGM	-	3	-
Intel WiFi6 AX201 Wireless Card for WW	555-BFNV	-	3	-
Intel vPro Technology Enabled	631-ACLE	-	3	-
Dual Pointing Backlit US English Keyboard with 10 Key Numeric Keypad	583-BGWN	-	3	-
No ENERGY STAR Qualified	387-BBCE	-	3	-
Not EPEAT Registered	389-DVNR	-	3	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	3	-
E5 US Power Cord	450-AAEJ	-	3	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	3	-
Quick Setup Guide for Mobile Precision 3551	340-COUO	-	3	-
No UPC Label	389-BCGW	-	3	-
Mix Model Packaging	340-CRFV	-	3	-
Regulatory Label included	389-BEYY	-	3	-
FCC Label	389-DPPX	-	3	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	3	-
SupportAssist	525-BBCL	-	3	-
System Driver for Mobile Precision 3551	631-ACLD	-	3	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	3	-
Dell Optimizer for Precision	640-BBSC	-	3	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	3	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

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

		Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D	**$330.05**	**2**	**$660.10**

Estimated delivery if purchased today:
Dec. 29, 2020
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell UltraSharp 27 Monitor - U2719D	210-ARCV	-	2	-
Dell Limited Hardware Warranty	815-2532	-	2	-
Advanced Exchange Service, 3 Years	815-2533	-	2	-

		Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	**$242.93**	**3**	**$728.79**

Estimated delivery if purchased today:
Dec. 31, 2020
Contract # C000000010849
Customer Agreement # NASPO MNWNC-108/05815-003

Description	SKU	Unit Price	Qty	Subtotal
Dell Thunderbolt Dock- WD19TB	210-ARIK	-	3	-
Advanced Exchange Service, 3 Years	824-3984	-	3	-
Dell Limited Hardware Warranty	824-3993	-	3	-

Subtotal: $6,984.13

Shipping:	**$0.00**
Estimated Tax:	**$600.63**
Total:	**$7,584.76**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

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:	January 12, 2021
Subject:	Approving One-Year Tyler Eden Software Maintenance and Support Plan Renewal from Tyler Technologies, Inc.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	

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

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

Summary / Background Information

Tyler Eden from Tyler Technologies, Inc. is the County's financial system. Tyler Eden maintenance and support are critical to keeping the County's financial system up to date and secure. In addition, Eden maintenance and support provides access to Tyler engineers who specialize in bug fixes, security updates, user adoption, business growth, while keeping the County finances current with State, Local, and Federal laws. Tyler Technologies, Inc. is the only software company that offers maintenance and support for Eden.

Fiscal Impact

Amount: **$83,000 excluding WSST.**

Fund: **Information Technology approved 2021-2022 budget.**

Recommendation

Recommend the Board of Benton County Commissioners authorize the purchase of a one-year Tyler Eden maintenance and support plan renewal from Tyler Technologies, Inc. in an amount not to exceed $83,000 excluding Washington State Sales Tax.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A ONE-YEAR TYLER EDEN SOFTWARE MAINTENANCE AND SUPPORT PLAN RENEWAL FROM TYLER TECHNOLOGIES, INC.

WHEREAS, Tyler Eden from Tyler Technologies is the County's only financial system; and

WHEREAS, Tyler Technologies maintenance and support are critical to keeping the County financial system fully patched with the latest security fixes; and

WHEREAS, maintenance and support provides access to Tyler engineers who specialize in point in time bug fixes, user adoption, business growth, while keeping County finances current with State, Local, and Federal laws; and

WHEREAS, Tyler Technologies is a sole source software company and is the only software company that can only offer maintenance and support for Eden; and

WHEREAS, it is the recommendation of Information Technology to purchase Tyler Eden maintenance and support from Tyler Technologies; NOW, THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology approving a one-year Tyler Eden software maintenance and support plan renewal from Tyler Technologies, Inc. in an amount not to exceed $83,000 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, Tyler Eden Support will begin January 1, 2021 ending December 31, 2021.

Dated this 12 day of January , 2021

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: R. Heard

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-321409	12/01/2020	1 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: Benton County
P.O. Box 608
Prosser, WA 99350

Ship To: Benton County
P.O. Box 608
Prosser, WA 99350

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
5066 - MAIN - MAIN	148068		USD	NET30	12/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: BENTON COUNTY				
	Accounts Payable Support	1	10,515.26	10,515.26
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Accounts Receivable Support	1	3,505.09	3,505.09
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Budget Preparation Support	1	5,257.62	5,257.62
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Data Dictionaries Support	1	417.26	417.26
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Fixed Assets Support	1	4,172.72	4,172.72
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	General Ledger Support	1	10,515.26	10,515.26
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Menu Support	1	1,251.81	1,251.81
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Payroll Support	1	16,690.87	16,690.87
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Project Accounting Support	1	5,341.07	5,341.07
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Purchasing Support	1	5,257.62	5,257.62
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	EAGLE - Content Manager SE Support	1	4,230.41	4,230.41
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Tyler Output Processing Support	1	1,530.25	1,530.25
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Human Resources Support Web	1	3,172.80	3,172.80
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			
	Human Resources Support	1	3,990.95	3,990.95
	Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021			

tyler technologies

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-321409	12/01/2020	2 of 2

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: Benton County
P.O. Box 608
Prosser, WA 99350

Ship To: Benton County
P.O. Box 608
Prosser, WA 99350

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
5066 - MAIN - MAIN	148068		USD	NET30	12/31/2020

Date	Description	Units	Rate	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	75,848.99
Sales Tax	6,523.01
Invoice Total	82,372.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile Operations Dept Nbr: 171

Fund Name: Juvenile Center Fund Nbr: 0115101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	4905	Training	$1,600	527.100	9802	ER&R Vehicle Maint Cost	$1,600
TOTAL			$1,600	TOTAL			$1,600

Explanation:

This 2019-2020 Budget cycle LIT is needed to add additional dollars to the Vehicle Maintenance Cost line item for unexpected repairs.

Prepared by: Shela Berry Date: 16-Dec-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 JUVENILE CENTER FUND NUMBER 0115101, DEPARTMENT NUMBER 171

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: S. Berry

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Juvenile Operations Dept Nbr: 171

Fund Name: Juvenile Center Fund Nbr: 0115101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527.100	1935	Holiday	$3,000	527.100	1925	Overtime	$3,000
TOTAL			$3,000	TOTAL			$3,000

Explanation:

This 2019-2020 Budget cycle LIT is needed to add additional dollars to the overtime line item as we had a large number of staff out on EPSL.

Prepared by: Shela Berry Date: 23-Dec-2020

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Sign agreement for State OPD Grant (2021)
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

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

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

Summary / Background Information

Each year, pursuant to RCW 10.101, State OPD provides a grant to each county in Washington for the operation of their public defense officers.

After having applied, Benton County OPD has been awarded a grant in the amount of $183,295. A Grant Agreement, in the form attached to the proposed Resolution as Exhibit "A," needs to be signed in order for the grant funds to be disbursed.

Fiscal Impact

This grant provides $183,295 in revenue to the County. The grant does not need to be repaid and has no local matching requirements.

Recommendation

Approve resolution as proposed so that the Public Defense Manager can sign the grant agreement and the County can receive the awarded grant funds.

Suggested Motion

Move that the Public Defense Manager be authorized to sign the grant agreement with the Washington State Office of Public Defense, so that grant award #ICA21003, in the amount of $183,295, may be disbursed to Benton County.

RESOLUTION

BENTON COUNTY RESOLUTION NO.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AGREEMENT WITH WASHINGTON STATE OFFICE OF PUBLIC DEFENSE IN ORDER TO RECEIVE AND EXPEND PUBLIC DEFENSE GRANT FUNDING

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Courts; and

WHEREAS, Benton County has applied for, and has been found eligible to receive, grant funding in the amount of **$183,295** from the Washington State Office of Public Defense to assist with the provision of such indigent defense services; and

WHEREAS, the current operations of the Benton County Office of Public Defense comply with the use conditions as stated in the grant funding agreement; and

WHEREAS, it is therefore in the best interests of Benton County to execute the proposed grant funding agreement in order to receive and expend the grant funding to further the interests of public defense in Benton County; and; **NOW, THEREFORE**

BE IT RESOLVED that the grant funding agreement with the Washington State Office of Public Defense, **Agreement No, ICA21003** providing Benton County with grant revenue in the amount of **$183,295** to be used in the year 2021, be executed as presented.

BE IT FURTHER RESOLVED that the Public Defense Manager be authorized to sign the said agreement on behalf of the Board of Commissioners.

Dated this . . . . . day of . . . . . , 20 . . . .

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

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

cc: Originals – to Washington State Office of Public Defense for countersignature E. Hsu
Copy – Commissioners; Auditor (after original received back from State OPD)

Agreement No. ICA21003

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

1. **Recipient –RCW 10.101.070 Funds** Benton County 7122 W Okanogan Place, Bldg A Kennewick, WA 99336	2. **Recipient Representative** Eric Hsu Public Defense Manager Benton County Public Defense 7122 W Okanogan Place, Bldg A Kennewick, WA 99336
3. **Office of Public Defense (OPD)** 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957	4. **OPD Representative** Sophia Byrd McSherry Deputy Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957
5. **Distribution Amount** $183,295.00	6. **Use Period** January 1, 2021 through December 31, 2021
7. **Purpose** Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.	
The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2021 and end December 31, 2021. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.	
FOR THE RECIPIENT _____ Name, Title _____ Date	**FOR OPD** _____ Sophia Byrd McSherry, Deputy Director _____ Date

SPECIAL TERMS AND CONDITIONS

1. **AGREEMENT MANAGEMENT**

   The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

   a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
   b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. **DISTRIBUTION AMOUNT**

   The Distribution Amount is **one hundred eighty-three thousand two hundred ninety-five** and 00/100 Dollars ($183,295.00) to be used for the purpose(s) described in the USE OF FUNDS below.

3. **PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

   a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
   b. Funds cannot be spent on purely administrative functions or billing costs.
   c. Funds cannot be used for indigency screening costs.
   d. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
   e. Funds cannot be used for county attorney time, including advice on public defense contracting.

4. **USE OF FUNDS**

   a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
   b. Recipient agrees to use the funds for the following purpose(s):
      i. Provide an attorney coordinator who oversees contracts with attorneys providing public defense, and
      ii. Provide public defense services at preliminary appearance calendars.
   c. Recipient agrees to use the funds in calendar year 2021. If Recipient is unable to use the funds in 2021, the Recipient agrees to notify OPD to determine what action needs to be taken.
   d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

5. **OVERSIGHT**

   Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

6. **ORDER OF PRECEDENCE**

   In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

   a. Applicable federal and state of Washington statutes, regulations, and court rules
   b. Special Terms and Conditions

c. General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **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.
2. **AMENDMENTS**
   This Agreement may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.
3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**
   The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **ASSIGNMENT**
   Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.
5. **ATTORNEY'S FEES**
   Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.
6. **CONFORMANCE**
   If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.
7. **ETHICS/CONFLICTS OF INTEREST**
   In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.
8. **GOVERNING LAW AND VENUE**
   This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.
9. **INDEMNIFICATION**
   To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.
10. **LAWS**
    The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.
11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**
    During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.
12. **RECAPTURE**
    In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

    The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

    At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

    Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of January , 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

C. McKenzie

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Parks Dept Nbr: 126

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: / TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
576-800	4102	Contract Services	$3,000	576-800	9802	ER&R Vehicle Maint.	$3,000
TOTAL			$3,000	TOTAL			$3,000

Explanation:

2019-2020 Budget - Transfer needed to pay for vehicle maintenance performed by the Road Dept. that was not originally budgeted - estimate

Prepared by: Cami McKenzie Date: 05-Jan-2021

Approved ❑ Denied ❑ Date: 1/12/2021

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PEST BOARD FUND NUMBER 0150101, 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; 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: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Pest Board | Fund Nbr: 0150101

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
554.201	4202	Telephone	$1,800	554.201	2102	Social Security (FICA)	$800
				554.201	2103	Medical Insurance	$800
				554.201	2104	Retirement	$200
TOTAL			$1,800	TOTAL			$1,800

Explanation:

2019-2020 Budget. To appropriate funding for benefits.

Prepared by: Linda Ivey Date: 06-Jan-2021

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 116

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:Donna Hutchinson

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning

Dept Nbr: 116

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600	1128	Planning Manager	$212,497	558.600	1128	Assistant Planning Manager	$212,497
558.600	1327	Principal Planner	$144,435	558.600	1327	Senior Planner	$144,435
TOTAL			$356,932	TOTAL			$356,932

Explanation:

2021-2022 Budget. Effective January 1, 2021: Position 1128 is changing from Planning Manager to Assistant Planning Manager. Position 1327 is changing from Principal Planner to Senior Planner. Both revised positions/ line item names have job classifcations and grades established.

Prepared by: Donna Hutchinson

Date: 14-Dec-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 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:
Ginny Baddley

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney Dept Nbr: 117

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 117				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
515.300	4103	Professional Services	$1,000	515.300	9802	ER&R Vehicle Maintenance Cost	$1,000
TOTAL			$1,000	TOTAL			$1,000

Explanation:
Line item transfer needed for vehicle repair for the 2019-2020 budget.

Prepared by: Ginny Baddley Date: 04-Jan-2021

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 123 TO DEPARTMENT NUMBER 138

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court to Adult Drug Court

Dept Nbr: 123 to Department Number 138

Fund Name: Public Safety Tax

Fund Nbr: 0148101

TRANSFER FROM: Dept 123

TRANSFER TO: Dept 138

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1681	Bailiff	$19,700	512.213	1542	Adult Drug Court Case Manager	$19,700
512.210	2102	Social Security (FICA)	$1,510	512.213	2102	Social Security (FICA)	$1,510
512.210	2104	Retirement	$2,540	512.213	2104	Retirement	$2,540
512.210	2119	Paid Family Leave	$30	512.213	2119	Paid Family Leave	$30
TOTAL			$23,780	TOTAL			$23,780

Explanation:

To appropriate funding for an Adult Drug Court Case Manager position for the 2021-2022 budget (Benton County's percentage of position increase). Position 1542 changes from Adult Drug Court Secretary to Adult Drug Court Case Manager, Grade 12, Bi County Non Barg, effective January 1, 2021.

Prepared by: Linda Ivey

Date: 23-Dec-2020

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	ER&R Shop Rate
Presenter:	
Prepared By:	DCC
Reviewed By:	RB

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

Summary / Background Information

The Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced. The Board of Benton County Commissioners adopted the current iteration of the ER&R Fund policy in November 2020. The Benton County ER&R Department has prepared the 2021 shop rate, to be used in billing hours for work done on equipment and vehicles. Per the current resolution, this rate must be adopted by the Board of Benton County Commissioners.

Fiscal Impact

Adoption of the shop rate will not have any fiscal impact unto itself. It will be used by the Benton County ER&R Department for calculating maintenance costs for equipment and vehicles.

Amount: None

Fund: All County Funds

Recommendation

Approve as part of the consent agenda.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: ADOPTION OF ER&R DEPARTMENT SHOP RATE

WHEREAS, the Benton County ER&R Department operates the Equipment Rental and Revolving (ER&R) Fund, through which vehicles and equipment are purchased, maintained, and replaced; and

WHEREAS, the Board of County Commissioners adopted the current policy that governs the operation of the ER&R Fund on November 03, 2020 and is effective January 1, 2021; and

WHEREAS, through said policy, the ER&R Department calculated a shop rate of $120.00 per hour for the 2021 calendar year, which is used by the ER&R Department for consideration of the cost of equipment and vehicle maintenance; and

WHEREAS, per said policy, the rate must be adopted by the Board of County Commissioners; and

WHEREAS, the Fleet Superintendent recommends that the Board of County Commissioners adopt the proposed rate; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby adopts the proposed 2021 ER&R Department shop rate of $120.00 per hour, per the ER&R Fund policy.

Dated this 12th day of January, 2021

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

D. Calhoun

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Awarding and executing a contract with Continental Door for On-Call Garage Door Maintenance and Repair
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	R. Blain

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

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

Summary / Background Information

The current contract for garage door maintenance and repair was set to expire at the end of the year. Staff solicited bids for a new on-call contract off the MRSC Roster and received two responses.

Continental Door Company, Spokane Valley, WA	$ 51,000.00
Papé Material Handling, Inc., Pasco, WA	Non-responsive ($ 45,000.00)

Papé Material Handling, Inc. was the lowest bidder, however they were deemed non-responsive for two reasons:

1) It was required in the bid package that the bidder be a Rytec vendor with a qualified technician and Papé Material Handling, Inc. is not an authorized service provider according to the Rytec Corporation Sales Manager, see attached email.
2) A bid bond or cashier's check was required, and they did not furnish one.

Therefore, a contract was prepared with Continental Door Company, approved by our Deputy Prosecuting Attorney and signed by Continental Door.

Fiscal Impact

Amount: Not to exceed $60,000.00

Fund: Various funds – all departments are allowed to use the contract

Recommendation

Award the contract for On-Call Garage Door Maintenance and Repair in an amount not to exceed $60,000.00 to Continental Door Company and authorize the Chairman to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda.

Shannon Christen

From: Tom Zimmerman <TZimmerman@rytecdoors.com>
Sent: Monday, January 04, 2021 3:52 PM
To: Shannon Christen
Subject: [EXTERNAL] Rytec doors authorized service providers

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.

Shannon,
Thank you for calling to ask about authorized service providers for your facility. As we discussed, Pape Material handling is not an authorized service provider for the Tri cities of Washington. Continental Door is an authorized service provider. We do have alternate providers as well.

Tom Zimmerman
Northwest Regional Sales Manager | Rytec Corporation
Mobile: 262.490.8775 | tzimmerman@rytecdoors.com | www.rytecdoors.com

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE CONTRACT FOR ON-CALL GARAGE DOOR MAINTENANCE AND REPAIR TO CONTINENTAL DOOR COMPANY OF SPOKANE VALLEY, WA AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, bids were solicited for the on-call maintenance and repair of any and all garage doors on buildings at County owned facilities; and

WHEREAS, two bids were received in the amount below:

Continental Door Company, Spokane Valley, WA	$ 51,000.00
Papé Material Handling, Inc., Pasco, WA	Non-responsive

WHEREAS, the Director of Operations and Capital Programs recommends award of the bid to Continental Door Company, Spokane Valley, WA; and

WHEREAS, a contract has been prepared; reviewed and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Continental Door Company; and

WHEREAS, the Director of Operations and Capital Programs recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program's recommendations and awards the bid for Garage Door Maintenance and Repair to Continental Door Company, Spokane Valley, Washington in a not to exceed amount of $60,000.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Continental Door Company; and

BE IT FURTHER RESOLVED, said contract expires on December 31, 2021.

Dated this 12th day of January, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Public Works
c: Auditor

S. Christen

BID FORM

Garage Door Maintenance and Repair

Company Name Continental Door Company

Fill in all blank fields in the "For Bid Comparison Only" table. Hours and parts shown are for bidding purposes only. Benton County will pay actual hours worked and actual parts used during the duration of the contract.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

FOR BID COMPARISON ONLY - 2021 RATES				
Bid Item	**Qty.**	**Unit**	**Unit Price**	**Total Cost**
Labor (maintenance and repair)	100	hr.	185.00	$18,500.00
Parts Markup	$5,000.00	ea.	35 %	$ 6,750.00
			Subtotal A = 2021 Total Bid	$25,250.00
FOR BID COMPARISON ONLY - 2022 RATES (if contract is renewed)				
Bid Item	**Qty.**	**Unit**	**Unit Price**	**Total Cost**
Labor (maintenance and repair)	100	hr.	190.00	$19,000.00
Parts Markup	$5,000.00	ea.	35 %	$ 6,750.00
			Subtotal B = 2022 Total Bid	$25,750.00
			Subtotal A + Subtotal B = Grand Total (Used for bid comparison only.)	$51,000.00

The undersigned hereby certifies that they have examined the location of the work outlined in the request for bids, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with the said plans, specifications and contract, and the above schedule of rates and prices. **(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)**

A proposal guaranty in an amount of five percent (5%) of the total bid, and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ✓ In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 22ND day of DECEMBER 2020.

FIRM NAME: Continental Door Company

AUTHORIZED SIGNATURE: N. V. Morse

TYPE OR PRINT NAME: Norm Morse

TITLE: President

STREET ADDRESS: 12718 E. Indiana Ave

CITY, STATE, ZIP: Spokane Valley, WA 99216

TELEPHONE NO.: (509) 921-2260

EMAIL: Megan@continentaldoorco.com

CONTRACTOR'S LICENSE NO.: CONTIDL964PG

UBI NO.: 602381964

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 332512 00 6

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Continental Door Company LLC
12718 E. Indiana Avenue
Spokane, WA 99216

SURETY:
(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices
605 Highway 169 North, Suite 800
Plymouth, MN 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Benton County
620 Market Street
Prosser, WA 99350

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

On Call Garage Door Maintenance

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of December, 2020.

Amanda Morse
(Witness)

Continental Door Company LLC
(Principal) *(Seal)*

By: N. V. M
(Title)

(Witness)

Atlantic Specialty Insurance Company
(Surety) *(Seal)*

By: Thomas Davis
(Title) Thomas Davis, Attorney-In-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Marla J Davenport, Jedean Corpron, Melissa Wolf, Thomas Davis, Judith C. Kaiser-Smith, Jaclyn R. Kruse, James E. Majeskey II, Cynthia L Heiney, Dylan Keith Arre, James A. Clegg, Casey L. Lund**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of December, 2020

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

BID FORM

Garage Door Maintenance and Repair

Company Name PAPE MATERIAL HANDLING INC

Fill in all blank fields in the "For Bid Comparison Only" table. Hours and parts shown are for bidding purposes only. Benton County will pay actual hours worked and actual parts used during the duration of the contract.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

FOR BID COMPARISON ONLY - 2021 RATES

Bid Item	Qty.	Unit	Unit Price	Total Cost
Labor (maintenance and repair)	100	hr.	150.00	15,000.00
Parts Markup	$5,000.00	ea.	1.5 %	7500.00
			Subtotal A = 2021 Total Bid	22,500.00

FOR BID COMPARISON ONLY - 2022 RATES (if contract is renewed)

Bid Item	Qty.	Unit	Unit Price	Total Cost
Labor (maintenance and repair)	100	hr.	150.00	15,000.00
Parts Markup	$5,000.00	ea.	1.5 %	7500.00
			Subtotal B = 2022 Total Bid	22,500.00
			Subtotal A + Subtotal B = Grand Total (Used for bid comparison only.)	45,000.00

The undersigned hereby certifies that they have examined the location of the work outlined in the request for bids, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with the said plans, specifications and contract, and the above schedule of rates and prices. **(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)**

A proposal guaranty in an amount of five percent (5%) of the total bid, and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($ 2250 00) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond _____ In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 23RD day of DECEMBER 2020.

FIRM NAME: PAPE MATERIAL HANDLING INC

AUTHORIZED SIGNATURE: [signature]

TYPE OR PRINT NAME: LARRY H HEWITT JR

TITLE: PRODUCT SUPPORT REPRESENTATIVE

STREET ADDRESS: 1224 N CALIFORNIA ST.

CITY, STATE, ZIP: PASCO WA 99301

TELEPHONE NO.: 509. 492. 1386

EMAIL: LHEWITT@PAPEMH.COM

CONTRACTOR'S LICENSE NO.: PAPEMMH854N6

UBI NO.: 601264586

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 586069 00

BENTON COUNTY
PUBLIC WORKS 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 **CONTINENTAL DOOR COMPANY**, a corporation organized under the laws of the State of Washington with its principal offices at <<address>12718 E. Indiana Ave., Spokane Valley, WA 99216 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Bid Form
b. Exhibit B – Garage Door Listing
c. Exhibit C– Washington State Prevailing Wage Rates for Public Works Contracts.

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on December 31, 2021. The COUNTY further reserves the right to renew the contract for an additional one year without advertising. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide on-call maintenance and repair work on all garage doors on an as needed basis as directed by the COUNTY. Exhibit B, Garage Door Locations", which is attached hereto and incorporated herein by reference, lists the location of garage doors currently covered under this contract. This contract will cover all other doors at COUNTY owned facilities that the COUNTY currently has or that may be added in the future

b. This contract includes 4 Rytec spiral doors located at the Benton County Jail that require a Rytec vendor with a qualified technician to perform the maintenance and repairs. Proof that the contractor is a Rytec vendor may be required.

c. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may

not charge any additional processing or other fees that it does not actually incur.

d. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

e. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

f. 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.

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

h. The CONTRACTOR agrees to submit a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation before work can begin.

i. Each of the CONTRACTOR'S employees or subcontractors who will be working onsite at the Jail facility are required to submit a Benton County Background Check Authorization and Release form and be approved to work on the site by Benton County.

j. Work performed by Contractor at the listed COUNTY facilities shall be performed between the hours of 7:00am and 3:00pm Monday thru Friday.

k. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

l. The CONTRACTOR shall confer with the 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 may be 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:	Megan Boozer, Service Manager
Address:	12708 E. Indiana Ave. Spokane, WA 99216
Phone:	509-921-2260
Email:	megan@continentaldoorco.com

b. For COUNTY:

Name:	Robert Blain, Director of Operations and Capital Programs
Address:	7122 W. Okanogan Pl., Bldg. A Kennewick, WA 99336
Phone:	509-736-2704
Email:	robert.blain@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid at the rates set forth in Exhibit A, "Bid Form", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Sixty Thousand Dollars and No Cents ($60,000.00), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. 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/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per year as required by L & I.

e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. The hourly rate for Labor shall be the full cost for the work to perform routine maintenance and as needed repairs on the door systems. Travel time to and from all sites to perform maintenance and repair is included in the hourly rate.

c. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.

d. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

e. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. 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.

8. 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. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.

b. In any and all claims against the COUNTY or its officers, officials, employees, or 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 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 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. 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, which 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 any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. 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 auto (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 that 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 and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must

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

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

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

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

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

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

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

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

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

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

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

issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution 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 for the performance of work under this Contract by federal, state, or local law that is 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. 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.

14. CHOICE OF LAW AND JURISDICTION

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.

15. SUCCESSORS AND ASSIGNS

The COUNTY, 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 Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

16. 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 actual costs incurred by

the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit C, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. 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, or the presence of any sensory, mental, or physical disability.

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

The CONTRACTOR shall perform the services under 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 written consent of the COUNTY.

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

A public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution,

meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. 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.

23. 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 Section 4 of this Contract. Notice may also be given by e-mail, using the e-mail addresses set forth in Section 4 of this Contract, with the original to follow by regular mail. Notice shall be deemed effective 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.

24. SEVERABILITY

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

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

25. 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 regarding the work performed under 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 any regularly scheduled purge schedule.

26. 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 which 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.

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. 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.

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.

Date:_____	Date:_____
BENTON COUNTY	**CONTINENTAL DOOR COMPANY**
_____	_____
Chairman Benton County Board of County Commissioners	Signature
	_____
Approved as to Form:	Title:
_____	_____
Reid Hay, Civil Deputy Prosecuting Attorney	PRINTED NAME

BID FORM

Garage Door Maintenance and Repair

Company Name Continental Door Company

Fill in all blank fields in the "For Bid Comparison Only" table. Hours and parts shown are for bidding purposes only. Benton County will pay actual hours worked and actual parts used during the duration of the contract.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated _____

Addendum No. 2, dated _____

FOR BID COMPARISON ONLY - 2021 RATES

Bid Item	Qty.	Unit	Unit Price	Total Cost
Labor (maintenance and repair)	100	hr.	185.00	$18,500.00
Parts Markup	$5,000.00	ea.	35 %	$ 6,750.00
			Subtotal A = 2021 Total Bid	$25,250.00

FOR BID COMPARISON ONLY - 2022 RATES (if contract is renewed)

Bid Item	Qty.	Unit	Unit Price	Total Cost
Labor (maintenance and repair)	100	hr.	190.00	$19,000.00
Parts Markup	$5,000.00	ea.	35 %	$ 6,750.00
			Subtotal B = 2022 Total Bid	$25,750.00
			Subtotal A + Subtotal B = Grand Total (Used for bid comparison only.)	$51,000.00

The undersigned hereby certifies that they have examined the location of the work outlined in the request for bids, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with the said plans, specifications and contract, and the above schedule of rates and prices. **(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)**

A proposal guaranty in an amount of five percent (5%) of the total bid, and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond ✓ In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 22ND day of December 2020.

FIRM NAME: Continental Door Company

AUTHORIZED SIGNATURE: N. V. Morse

TYPE OR PRINT NAME: Norm Morse

TITLE: President

STREET ADDRESS: 12718 E. Indiana Ave

CITY, STATE, ZIP: Spokane Valley, WA 99216

TELEPHONE NO.: (509) 921-2260

EMAIL: Megan@continentaldoorco.com

CONTRACTOR'S LICENSE NO.: CONTIDL964PG

UBI NO.: 602381964

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 332512 00 6

Garage Door Listing

Location	Number	Size	Type	Operation	Insulated	Windows
Kennewick Road Dept. Maintenance Facility 102808 Wiser Parkway Kennewick, WA 99336	8	14' H x 14' W	Sectional	Liftmaster side openers w/chain back-up	Yes	Yes
	2	9' H x 10' W	Sectional	Liftmaster side openers w/chain back-up	Yes	No
Road Dept. Storage Shed - Finley 60313 S. Finley Road Kennewick, WA 99337	1	12' H x 12' W	Roll-up	Chain opener	No	No
Prosser Road Dept. Maintenance Facility 14303 N. Hinzerling Road Prosser, WA 99350	10	14' H x 14' W	Sectional	Liftmaster side openers w/chain back-up	Yes	Yes
	1	10' H x 8' W	Sectional	Liftmaster side openers w/chain back-up	Yes	No
	2	10' H x 10' W	Sectional	Liftmaster side openers w/chain back-up	Yes	No
Household Hazardous Waste Facility 1709 S. Ely St. Kennewick, WA 99337	6	12' H x 12' W	Sectional	Ceiling mounted openers - no chain back-up	Yes	Yes
Coroner 7110 W. Okanogan Pl., Bldg. A Kennewick, WA 99336	1	8' H x 12' W	Sectional	Liftmaster ceiling mount	Yes	No
Facilities Shop 7110 W. Okanogan Pl., Bldg. A Kennewick, WA 99336	1	12' H x 16' W	Sectional	Liftmaster ceiling mount, side button control	Yes	No
Sheriff's Boathouse 46404 Prior Ave. Paterson, WA 99337	2	12' H x 12' W	Sectional	Liftmaster ceiling mount	Yes	No
Horn Rapids Park - Shop 115803 N. SR225 Benton City, WA 99320	1	8' H x 12' W	Sectional	Manual operation	No	No

Location	Number	Size	Type	Operation	Insulated	Windows
Horn Rapids Park - Garage 115803 N. SR225 Benton City, WA 99320	1	8' H x 18' W	Sectional	Ceiling mounted opener	Yes	No
Horn Rapids Park - Meacham Hall 115803 N. SR225 Benton City, WA 99320	1	7' H x 8' W	Sectional	Manual operation	No	No
Two Rivers Park - Shop 213316 E. Finley Road Kennewick, WA 99337	2	7' H x 8' W	Sectional	Manual operation	No	No
	2	7' H x 8'8" W	Sectional	Ceiling mounted opener	No	No
Fairgrounds 1500 S. Oak Street Kennewick, WA 99337	2	12' H x 12' W	Sectional	Rope pull manual lift	No	No
	1	12' H x 16' W	Sectional	Liftmaster Elite ceiling mount, push button control	Yes	No
	2	14' H x 20' W	Sectional	Side mount manual pull chain	Yes	No
	1	12' H x 14' W	Sectional	Liftmaster Logic 5.0, ceiling mount, push button control	Yes	No
	1	12' H x 12' W	Sectional	Liftmaster Logic 5.0, ceiling mount, push button control	Yes	No
	1	10' H x 10" W	Roll-up	Side pull chain	No	No
	2	10' H x 9' W	Sectional	Openers	Yes	No
	1	10' H x 16' W	Sectional	Manual pull-up	No	No
	1	12' H x 10' W	Sectional	Ceiling mount opener	Yes	No
	2	4' H x 6' W	Roll-up	Manual open by hand - no chains	No	No

Location	Number	Size	Type	Operation	Insulated	Windows
WSU Extension Office 1121 Dudley Ave. Prosser, WA 99350	1	7' H x 16' W	Sectional	Manual open by hand - no chains - spring assisted	No	No
Badger Mountain Maintenance Building Westgate Trailhead 5305 E. PR 210 Richland, WA 99352	1	12'H x 12'W	Sectional	Manual lift	Yes	No
Jail 7122 W. Okanogan Pl., Bldg. B Kennewick, WA 99336	2	184"H x 217"W	Rytec	Specialized hi-tech-require certified tech	No	Yes
	2	184"H x 120"W	Rytec	Specialized hi-tech-require certified tech	No	Yes

EXHIBIT C

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 December 23, 2020.
>
> The public works 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, 102606 Wiser Parkway, Kennewick, 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 SOLID WASTE COLLECTION FUND NUMBER 0155101, 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 12th day of January, 2021

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

Prepared by:
B. Parham

cc: Auditor

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Solid Waste Collection | Fund Nbr: 0155101

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
553.710	4103	Professional Services	$5,000	553.710	9169	Road Fund Services	$5,000
TOTAL			$5,000	TOTAL			$5,000

Explanation:

For the 2019-2020 budget. A line item transfer is required to fund Road Fund Services costs.

Prepared by: Blanca Parham | Date: 30-Dec-2020

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12th, 2021
Subject:	Washington State University; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Washington State University has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held August 25th, 2020 to consider the request of Washington State University who has applied for a nonexclusive franchise to place an irrigation system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Washington State University, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO WASHINGTON STATE UNIVERSITY TO PLACE AN IRRIGATION SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held August 25th, 2020 to consider the request of Washington State University who has applied for a nonexclusive franchise to place an irrigation system and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring July 31st, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Washington State University has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise with Washington State University for an irrigation system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 12th day of January 2021

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Washington State University

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF WASHINGTON STATE UNIVERSITY FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE AN IRRIGATION SYSTEM AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of WASHINGTON STATE UNIVERSITY, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION SYSTEM AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the

Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to WASHINGTON STATE UNIVERSITY, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION SYSTEM AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for

such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire July 31, 2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Ryan Goodell
PO Box 641045
Pullman WA 99164-1045

E-mail: ryan.goodell@wsu.edu
Phone # (509) 335-2447

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Jon H. Deerdall

Date 10/14/20

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 9/17/20

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

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

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Interlocal Agreement with City of Richland for 2021 BST Contract
Presenter:	N/A
Prepared By:	Ryan McClure
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

It is the intention of the Board to preserve County road infrastructure by the application of bituminous surface treatment. The City of Richland requested to add some of their nearby streets to the 2021 BST contract. An Interlocal Agreement has been prepared by staff, approved by the Prosecuting Attorney's office and signed and approved by the City of Richland.

Fiscal Impact

None.

Recommendation

The County Engineer recommends that the Board formally approves the Interlocal Agreement with the City of Richland.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE CITY OF RICHLAND AND BENTON COUNTY TO SEAL COAT ROADS

WHEREAS, Benton County will be seal coating County roads in the Richland area as a part of the Bituminous Surface Treatment 2021 program; and

WHEREAS, the City of Richland desiring to have certain streets within the City limits seal coated, has requested that Benton County undertake the seal coating of those certain streets as a part of Benton County's contract to seal coat; and

WHEREAS, an Interlocal Agreement defining the responsibilities of the County and the City has been prepared and has been Approved as to Form by the Prosecuting Attorney's Office and has been approved by the City of Richland; and

WHEREAS, the County Engineer has recommended approval of said Interlocal Agreement, **NOW, THEREFORE,**

BE IT RESOLVED, the Interlocal Agreement by and between the City of Richland and Benton County for the Bituminous Surface Treatment 2021 is hereby approved and the Chairman is authorized to sign said agreement.

Dated this _____day _____ 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

INTERLOCAL COOPERATION AGREEMENT
BITUMINOUS SURFACE TREATMENT 2021

THIS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between the City of Richland whose address is 625 Swift Blvd, Richland, WA 99352 (hereinafter "the City") and Benton County, whose address is P.O. Box 1001, Prosser, Washington, 99350 (hereinafter "Benton County").

WHEREAS, in the interest of public safety and motor vehicle traffic safety, the City desires to have Benton County seal coat certain city streets as defined in **Exhibit "A"**, in conjunction with Benton County's 2021 Bituminous Surface Treatment Program; and

WHEREAS, the parties hereto agree that Benton County should act as the Contract Administrator pursuant to the Washington Interlocal Cooperation Act, RCW 39.34, and RCW 35.21.730 through RCW 35.21.740 and in furtherance thereof, Benton County will execute the contract for the convenience and benefit of the City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. **Contract Administration.** Benton County agrees to administer and oversee implementation of the bituminous surface treatment of certain city streets as defined in **Exhibit "A"**, attached hereto and by this reference incorporated herein. Benton County contract administration responsibilities will include the following:

   A. The preparation of plans, specifications, estimates, and bid solicitation documents.

   B. The selection of a contract in accordance with all federal, state, and local laws and bidding requirements.

   C. The execution of the Bituminous Surface Treatment 2021 contract and administration oversight of contract implementation.

   D. The submission to the City of an invoice(s) setting forth all of the reimbursable amount to the Contractor for seal coating of the City streets listed in **Exhibit "A"** and Benton County's labor, engineering services, equipment, supplies and expenses involved in project design and contract administration.

   E. Review all payrolls to ensure that the amounts are appropriate for the local area and in compliance with all federal, state, and local laws.

   F. Ensure that the contractor complies with all provisions of the seal coat contract and that all work is performed in accordance with Washington State Department of Transportation and Federal Highway Administration rules, regulations, and standards.

2. **Responsibilities of the City of Richland:** The City shall have the following duties and responsibilities under this Agreement:

   A. Approve all specifications, plans, estimates, bid documents, and contract provisions.

   B. Pay directly to Benton County all amounts set forth in an invoice(s) of the reimbursable amount to the Contractor for the seal coating of the City streets listed in **Exhibit "A"** and Benton County's labor, engineering services, equipment, supplies, and expenses involved in project design and contract administration allocated to the specific project described herein within thirty (30) days of receipt of these documents. If the City's portion of work is to exceed $110,000 as determined at time of bid opening, the City and County agree to consult with one another prior to awarding the project.

   C. City maintenance forces shall have all streets listed in **Exhibit "A"** crack sealed and patched prior to the bituminous surface treatment operations. This work shall be completed by May 1, 2021.

   D. City shall have a person with designated authority on the project at all times during bituminous surface treatment operations for the roads listed in **Exhibit "A"**.

   E. If County provides inspection services for City road/streets, City agrees to reimburse County for such inspections.

   F. City shall apply all pavement markings for the roads listed in **Exhibit "A"** upon completion of bituminous surface treatment operations.

3. **Representation, Warranties, and Indemnities:**

   A. The City represents and warrants to Benton County that it has authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). The City agrees to assume and accept Benton County's contract obligations arising out of the City's portion of the Bituminous Surface Treatment 2021 contract to be executed between Benton County and the contractor, notwithstanding the fact that Benton County will actually sign said contract for the convenience and benefit of the City. The City shall not at any time allow Benton County to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2021 contract regardless of whether any dispute may arise with said contractor.

   B. Benton County represents and warrants to the City that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.34.030(2). Benton County shall not at any time allow the City to become responsible for actual payment of any amounts due to the contractor under their portion of the Bituminous Surface Treatment 2021 contract regardless of whether any dispute may arise with said contractor.

C. Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from negligent or intentional acts or omissions of that party's employees and agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

4. **Duration of Agreement.** The term of this Agreement shall commence upon the execution by both parties and shall expire on or before December 31, 2021.

5. **Termination of Agreement.** This Agreement may be terminated by either party prior to contract award, by providing written notice to the designated contacts for each party identified in Section 12 of this Agreement. This written notice must be served on the other party within thirty days (30) of the date of termination.

6. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.

7. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.

8. **Assignability.** The rights, duties, and other obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. **Entire Agreement.** This Agreement, including **Exhibit "A"** and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

10. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

11. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the courts for Benton County, Washington.

12. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

To Benton County:	Benton County Public Works P.O. Box 1001 Prosser, WA 99350-0954
To City of Richland:	City of Richland 625 Swift Blvd. Richland, WA 99352

13. **Filing of Agreement.** A copy of this Agreement shall be filed with the Benton County Auditor's office or posted on Richland's and Benton County's website as required by RCW 39.34.040.

14. **Evidence of Authority.** Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "B"** (City) and **Exhibit "C"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND,
WASHINGTON

By: _____
City Manager

Attest:

_____
City Clerk

Date: 12-22-2020

Approved as to form:

_____
Attorney, City of Richland

Date: 12/18/20

BENTON COUNTY,
WASHINGTON

By: _____
Chairman, Board of County Commissioners

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

_____
Deputy Prosecuting Attorney

Date: 12-28-20

Exhibit "A"

2021 City of Richland Chip Seal List

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Twin Bridges Rd	From 734 ft North of SR 240 North 482 ft to end of project	482.40	18	964.80	9.65	1.41
Reata Rd	From City Limits East to 373 ft West of Leslie Rd	3993.00	28	12,422.67	124.23	18.11
Reata Rd	From 373 ft West of Leslie Rd East to 121.5 ft West of Leslie Rd	252.00	31	868.00	8.68	1.27
Reata Rd	From 121.5 ft West of Leslie Rd East to Leslie Rd	121.50	41	553.50	5.54	0.81
Brent Ln	From Reata Rd North to Travis Ln	259.80	24	692.80	6.93	1.01
Travis Ln	From Easternmost terminus with Brian Ln East 65.6 ft	65.60	65	473.78	4.74	0.69
Travis Ln	From 65.6 ft East of terminus with Brian Ln East to 306 ft East of intersection with Brent Ln	855.14	23	2,185.35	21.85	3.19
Travis Ln	From 306 ft East of intersection with Brent Ln to 468 ft East of Brent Ln	161.60	50	897.78	8.98	1.31
Travis Ln	From 468 ft East of Brent Ln NE to intersection of Travis Ln with Lorayne J Blvd	949.26	23	2,425.88	24.26	3.54
Travis Ct	From intersection with Travis Ln ENE 149 ft	148.66	21	346.88	3.47	0.51
Travis Ct	From 149 ft ENE of intersection with Travis Ln to end of Travis Ct	86.71	45	433.55	4.34	0.63

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Bruce Lee Ln	From intersection with Travis Ln 1396 ft to intersection with Lorayne J Blvd	1396.48	22	3,413.61	34.14	4.98
Bruce Lee Ct	From intersection with Bruce Lee Ln to 330 ft north of Bruce Lee Ln	329.81	23	842.86	8.43	1.23
Bruce Lee Ct	From 330 ft north of Bruce Lee Ln North 78 ft to end of Bruce Lee Ct	78.00	43	372.67	3.73	0.54
Lesa Marie Ln	From City Limits East 1439 ft to intersection with Lorayne J Blvd	1438.56	23	3,676.32	36.76	5.36
Lesa Marie Ct	From intersection of Lesa Marie Ln South 381 ft	380.91	24	1,015.77	10.16	1.48
Lesa Marie Ct	From 381 ft South of intersection with Lesa Marie Ln 102 ft to end of Lesa Marie Ct	101.52	60	676.82	6.77	0.99
Charity Ct	From intersection with Lesa Marie Ln South 263 ft	263.03	21	613.74	6.14	0.89
Charity Ct	From 263 ft South of intersection with Lesa Marie Ln 102 ft to end of Charity Ct	101.83	65	735.47	7.35	1.07
Lorayne J Blvd	From City Limits SE 1714 ft to intersection with Leslie Rd	1713.88	23	4,379.91	43.80	6.38
				Total:	**379.92**	**55.38**

RESOLUTION NO. 174-20

A RESOLUTION of the City of Richland authorizing an interlocal agreement with Benton County related to the 2021 Bituminous Surface Treatment Program.

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each public agency is authorized to contract with any other public agency to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, in 2018, the Lorayne J neighborhood annexed into the City of Richland to gain access to the City's water system; and

WHEREAS, connection to the City's water system required installation of a new water distribution system in the neighborhood; and

WHEREAS, the City recently completed the necessary water system replacement project in the Lorayne J subdivision; and

WHEREAS, the water system construction work damaged the street surfaces, warranting a resurfacing treatment; and

WHEREAS, the original street construction specifications in the Lorayne J subdivision are best-suited to a chip seal resurfacing treatment; and

WHEREAS, the City's Pavement Preservation Program indicates that Reata Road (between Leslie Road and the west city limits) and Twin Bridges Road (between the south city limits and SR-240) would also benefit from a chip seal resurfacing treatment; and

WHEREAS, although the City does not routinely perform or contract for chip seal services, Benton County does routinely contract for chip seal services, and intends to prepare and implement a 2021 Bituminous Surface Treatment Program; and

WHEREAS, Benton County is willing to including the Lorayne J subdivision roads in its 2021 Bituminous Surface Treatment Program; and

WHEREAS, Benton County and the City of Richland, by their respective legislative bodies, have determined that this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for each through an interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with Benton County to include the Lorayne J neighborhood streets, Reata Road and Twin Bridges Road in Benton County's 2021 Bituminous Surface Treatment Program.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of December, 2020.

Ryan Lukson, Mayor

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Permission to advertise 2021 BST Area 5 & Edge Repair Contract
Presenter:	N/A
Prepared By:	Ryan McClure
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

It is the intention of the Board to preserve County road infrastructure by the application of bituminous surface treatment and edge repair work. A bid package has been prepared by staff, approved by the Prosecuting Attorney's office and signed by the Engineer.

Fiscal Impact

None.

Recommendation

The County Engineer recommends that the Board formally grant permission to go to advertisement and proceed with the project.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2118 SMP - 2021 BITUMINOUS SURFACE TREATMENT AREA 5 AND EDGE REPAIR.

WHEREAS, it is the intention of the Board of County Commissioners to preserve County road infrastructure by the application of bituminous surface treatment and edge repair work; and

WHEREAS, a bid packet (No. CB 21-01) was prepared by Benton County Public Works staff, reviewed and approved as to form by the Benton County Prosecuting Attorney's office, and signed by the County Engineer; **NOW, THEREFORE,**

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 21-01 C.E. 2118 SMP - 2021 Bituminous Surface Treatment Area 5 and Edge Repair.

Dated this 12th day of January 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig: Public Works R. McClure

CONTRACT PROVISIONS AND PLANS

For Construction of:

2021 Bituminous Surface Treatment Area 5 and Edge Repair

C.E. 2118 S.M.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: CB21-01

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(Bid No. CB20-04)

CALL FOR BIDS:

Sealed bids for C.E. 2118 S.M.P. – 2021 Bituminous Surface Treatment Area 5 and Edge Repair, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington until **11:00 a.m., Local Time, Thursday, January 28, 2021.** NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, January 28, 2021, at 11:00 a.m., Local Time, in the Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington. Contractor's Bid Proposal shall include the complete proposal packet, consisting of six (6) pages and the proposal bond, to be enclosed in a sealed envelope marked, "BID FOR 2021 BITUMINOUS SURFACE TREATMENT AREA 5 AND EDGE REPAIR".

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

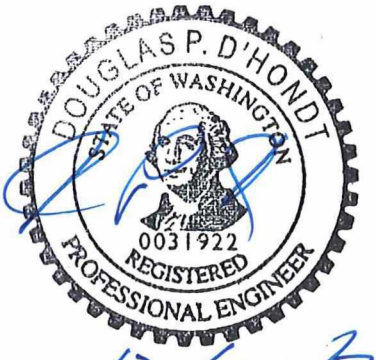
Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project #**7469482** on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars ($15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

CERTIFICATIONS

C.E. 2118 S.M.P.
2021 Bituminous Surface Treatment
Area 5 and Edge Repair
Bid No. CB 21-01

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



12/29/20

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of C.E. 2021 Bituminous Surface Treatment Area 5 and Edge Repair have been reviewed and approved as to form:

Deputy Prosecuting Attorney

12-28-20

Date

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PAYMENT BOND (informational)

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(March 12, 2014 Benton County GSP)
(******) Project Specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995 WSDOT GSP)

This contract provides for the improvement of *** all paved roads within Benton County BST Area #5, approximately 61.00 miles of Benton County roads, and upon approval by the City of Richland, 2.50 miles of City of Richland Streets, by means of Bituminous Surface Treatment; striping of said Benton County roads; application of transverse markings; edge repair of 18.00 miles of roadway in Benton County*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day
A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond
The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See definition for "Contract".

Contract Time
The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1, Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2, Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	*** 0 ***	Furnished automatically upon award.
Contract Provisions	*** 2 ***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	*** 0 ***	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal
(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

(March 12, 2014 Benton County GSP)
Revise the second sentence of this section to read:

This deposit may be certified check, cashier's check or a proposal bond (Surety bond).

Supplement this section with the following:

Bidders wishing to submit a bid deposit in bond form shall use the Proposal Bond form included as part of the Proposal packet for this project.

1-02.9 Delivery of Proposal
(October 1, 2020 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification (WSDOT 272-056)
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
   k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;

b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
c. Receipt of Addenda is not acknowledged;
d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1, Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.1(1) Identical Bid Totals
(January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3, Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after award, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
    a. Is registered with the Washington State Insurance Commissioner, and
    b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
    a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
    b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review
(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

SECTION 1-04, SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05, CONTROL OF WORK

1-05.7, Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11, Final Inspection
Delete this section and replace it with the following:

1-05.11, Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1), Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore. Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2), Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3), Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be

desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13, Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15, Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16, Water and Power
(October 1, 2005 APWA GSP)`

The Contractor shall make necessary arrangements and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

SECTION 1-06, CONTROL OF MATERIAL

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall

include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2, Sales Tax
Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1), State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2), State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3), Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.13, Contractor's Responsibility of Work
(August 6, 2001 WSDOT GSP)

Repair of Damage
Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.18, Public Liability and Property Damage Insurance
Delete this section in its entirety, and replace it with the following:

1-07.18, Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall <u>not</u> satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability
Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products & Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury each offence
$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability
Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation
The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.24, Rights of Way
(July 23, 2015 APWA GSP)

Delete this section in its entirety, and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08, PROSECUTION AND PROGRESS

Add the following new section:

1-08.0, Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1), Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;

2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.3, General Requirements

1-08.3(2)A, Type A Progress Schedule
(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit ***1*** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work
Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

(******)

Supplement this section with the following:

The contractor shall perform and complete all edge repair work in BST Area 6 prior to commencing with bituminous surface treatment operations in BST Area 5.

(******)
Notice to Proceed Date

A Notice to Proceed Date for this project shall be given on or after May 03, 2021.

1-08.5 Time for Completion
(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
    a. Certified Payrolls (per Section 1-07.9(5)).
    b. Material Acceptance Certification Documents
    c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
    d. Final Contract Voucher Certification
    e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
    f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
    g. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP)
Supplement this section with the following:

This project shall be physically completed within *** **50** *** working days.

SECTION 1-09, MEASUREMENT AND PAYMENT

1-09.9, Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13, Claims Resolution

1-09.13(3), Claims $250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10, TEMPORARY TRAFFIC CONTROL

1-10.2, Traffic Control Management
(January 3, 2017 WSDOT GSP)
Supplement this section with the following:

1-10.2(1) General

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2), Traffic Control Plans
(******)

Supplement this section with the following:

The Contractor shall submit a traffic control plan prior to commencing operations. The plan is to be used as a guide only and each roadway shall be reviewed for placement of applicable signs.

1-10.3, Traffic Control Labor, Procedures, and Devices

1-10.3(1), Traffic Control Labor
(******)

Supplement this section with the following:

Traffic control required for this contract shall include furnishing, installation and maintenance of all Temporary Class B construction signs, and all associated flagging for Benton County roads.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)
(August 2, 2004, WSDOT GSP)

Supplement this section with the following:

The bid proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 3

AGGREGATE PRODUCTION AND ACCEPTANCE

SECTION 3-04 ACCEPTANCE OF AGGREGATE

3-04.1 Description
(******)
The second sentence of the third paragraph is deleted.

Revise the fourth paragraph to read:
All aggregate will be accepted by Nonstatistical Evaluation.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-02, BITUMINOUS SURFACE TREATMENTS

5-02.1 Description
(******)

Supplement this section with the following:

The work shall consist of approximately 63.50 miles of bituminous surface treatment (BST) and about 18.00 miles of edge repair.

5-02.3, Construction Requirements

5-02.3(2)B, Seal Coats
(******)

Supplement this section with the following:

Pavement Repair
Benton County and the City of Richland maintenance forces will have their pavement repair; crack seal, road patches, and pre-leveling completed prior to the Notice to Proceed Date.

Power Brooming
All roads listed on the Benton County and City of Richland Road lists shall be power broomed, by the Contractor, prior to BST or edge repair placement. The Contractor shall wet roadways within residential areas prior to any power brooming operations. During all power brooming operations, the Contractor shall provide a pilot vehicle equipped with signs and warning lights to alert traffic of their operations.

5-02.3(3), Application of Asphalt Emulsion and Aggregate
(******)

Supplement this section with the following:

The grade of emulsified asphalt to be used for bituminous surface treatment (BST) Seal Coats shall be *** CRS-2P ***.

The grade of emulsified asphalt to be used for bituminous surface treatment Edge Repair shall be ***HFE-150***

(******)

Add the following to the "Application Rate" table, under "Seal Coats," on page 5-11:

	Undiluted Emulsified Asphalt (gal. per sq.yd.) Applied	Aggregate Size	Aggregate Application Rate (lbs. per sq. yd.)
Crushed Surfacing Top Course	0.45	3/4 Inch Minus	30-35

5-02.3(5), Application of Aggregates
(******)

Supplement this section with the following:

Power and Pickup Brooming
All roads listed on the Benton County and City of Richland Road lists shall be power broomed, by the Contractor seven (7) days after completion of BST or edge repair placement. Where lawns or hard surfaced driveways are adjacent to the roadway, the Contractor shall broom material in a method that rock will not enter adjacent lawns or hard surfaced driveways. Rock entering adjacent lawns or hard surfaced driveways due to power brooming operations shall be removed by the Contractor at their own expense. During all power brooming operations, the Contractor shall provide a pilot vehicle equipped with signs and warning lights to alert traffic of their operations.

All roads listed on the Benton County Road list marked for Pickup Broom or including curb and gutter shall be swept with a pickup broom by the Contractor. Materials from pickup brooming shall become the property of the Contractor and they shall dispose of these materials in accordance with Section 2-03.3(7)C as amended.

5-02.4, Measurement
(******)

Supplement this section with the following:

Average Pavement Width
Widths shown on the road lists for Benton County are average widths only. The actual widths, widenings, and intersections will be adjusted in the field and paid for at the unit contract prices for the bid items involved.

5-02.5, Payment
(December 2, 2014 Benton County GSP)

Supplement this section with the following:

All costs to perform power and pickup brooming for Benton County shall be included in the unit contract prices for the various bid items of work.

(******)

Supplement this section with the following:

"Furnishing and Placing Crushed 3/8 inch – No. 4," per ton.
The unit Contract price per cubic yard for "Furnishing and Placing Crushed 3/8 inch – No. 4" shall be full pay for all costs to perform the specified Work including furnishing, transporting, and placing the material in the finished Work.

"Furnishing and Placing Crushed Surfacing Top Course For Edge Repair," per ton.
The Unit Contract Price per ton for "Furnishing and Placing Crushed Surfacing Top Course For Edge Repair" shall be full pay for all costs to perform the specified Work including furnishing, transporting, and placing the material in the Finished Work.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

SECTION 8-22, PAVEMENT MARKING

8-22.1, Description
(******)

Supplement this section with the following:

This work consists of pavement marking with paint with the following approximate quantities:

Centerline Miles	42.50
Edgelines Miles	26.60

These quantities are approximate only and to be used by the Contractor to estimate the amount of work involved.

8-22.2, Materials
(******)

Supplement this section with the following:

1. Markings material to include 30% glass beads.
2. Paint lines shall be Low VOC (volatile organic compounds) solvent paint.

8-22.3, Construction Requirements

(March 12, 2014 Benton County GSP)

Supplement this section with the following:

The Benton County Engineer will determine the final center paint line type. The Contractor shall notify the Project Engineer at (509) 786-5611 a minimum of five working days prior to placement of any roadway centerline markings. Any centerline paint line constructed without prior approval of the Benton County Engineer may be required to be removed at the Contractor's expense.

SECTION 8-23, TEMPORARY PAVEMENT MARKINGS

8-23.1, Description

(******)

Supplement this section with the following:

The Contractor shall furnish and install temporary pavement markers on County Roads where pavement markings have been covered or removed. The Contractor shall also install temporary pavement markers on County culvert crossings, which shall be marked with a perpendicular hatch in white paint on the pavement edge.

8-23.4, Measurement

(December 2, 2014 Benton County GSP)

Revise this section with the following:

There will be no measurement for temporary pavement markings.

8-23.5, Payment

(******)

Revise this section to read:

All costs for Temporary Pavement Markings – Short Term shall be incidental to the cost of respective permanent pavement markings in Section 8-22.

APPENDICES
(*January 2, 2012 WSDOT GSP*)

The following appendix is attached and made a part of this contract:

***
APPENDIX A:
Wage Rates – Washington State

APPENDIX B:
Benton County Road Listings and Area Maps

APPENDIX C:
City of Richland Road Listings and Area Maps
***

(September 30, 2020)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10
DELETED

A-50.20
DELETED

A-50.30
DELETED

A-50.40
DELETED

B-90.40
Valve Detail – DELETED

C-1a
DELETED

C-8
Add new Note 5, "5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8a
Add new Note 2, "2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The

plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8b
DELETED

C-8e
DELETED

C-8f
DELETED

C-16a
DELETED

C-20.10
The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)		
POST LENGTH	**SLOPE**	**W (FT)**
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11
DELETED

C-20.19
DELETED

C-40.16
DELETED

C-40.18
DELETED

C-80.50
DELETED

C-85.14
DELETED

D-2.14
DELETED

D-2.16
DELETED

D-2.18
DELETED

D-2.20
DELETED

D-2.42
DELETED

D-2.44
DELETED

D-2.46
DELETED

D-2.48
DELETED

D-2.82
DELETED

D-2.86
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-20.10
SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is revised to read "5' MIN.".

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

H-70.30
DELETED

J-20.26
Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-40.10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-75.20
Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10
All references to "Type 170 Controller" are replaced with "Controller".

L-40.10
DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07
A-10.20-00.....10/5/07
A-10.30-00.....10/5/07
A-20.10-00.....8/31/07
A-30.10-00.....11/8/07
A-30.30-01.....6/16/11
A-30.35-00.....10/12/07
A-40.00-00.....8/11/09
A-40.10-04.....7/31/19
A-40.15-00.....8/11/09
A-40.20-04.....1/18/17
A-40.50-02.....12/23/14
A-60.10-03.....12/23/14
A-60.20-03.....12/23/14
A-60.30-01.....6/28/18
A-60.40-00.....8/31/07

B-5.20-03.....9/9/20
B-5.40-02.....1/26/17
B-5.60-02.....1/26/17
B-10.20-02.....3/2/18
B-10.40-01.....1/26/17
B-10.70-01……9/9/20
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-02.....2/27/18
B-30.50-03.....2/27/18
B-30.60-00……..9/9/20
B-30.70-04.....2/27/18
B-30.80-01.....2/27/18
B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-02.....2/27/18
B-60.20-02.....9/9/20
B-75.20-02.....2/27/18
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00…....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17

B-30.05-00……..9/9/20
B-30.10-03.....2/27/18
B-30.15-00……..2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18
B-60.40-01.....2/27/18
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-01.....6/28/18

C-1.....9/9/20
C-1b.....9/9/20
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....10/14/09
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-20.10-06.....9/16/20
C-20.14-04.....8/12/19
C-20.15-02.....6/11/14
C-20.18-03.....8/12/19
C-20.40-07.....8/12/19
C-20.41-02.....8/12/19
C-20.42-05.....7/14/15
C-20.45.02.....8/12/19
C-22.16-07.....9/16/20
C-22.40-08.....9/16/20
C-22.45-05.....9/16/20
C-23.60-04.....7/21/17
C.24.10-02.....8/12/19
C-25.20-06.....7/14/15
C-25.22-05.....7/14/15
C-25.26-04.....8/12/19
C-25.30-00…….6/28/18
C-25.80-05.....8/12/19
C-60.10-01…….9/24/20
C-60.20-00……9/24/20
C-60.30-00……9/24/20
C-60.70-00……9/24/20
C-70.10-02.....9/16/20
C-75.10-02.....9/16/20
C-75.20-02.....9/16/20
C-75.30-02.....9/16/20
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-01.....6/11/14
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-01.....6/30/14
C-85.16-01.....6/17/14
C-85-18-01.....6/11/14
C-85.20-01.....6/11/14

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-2.80-00.....11/10/05
D-2.84-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-3.15-02……6/10/13
D-3.16-02……5/29/13
D-3.17-02……5/9/16
D-4.....12/11/98
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-02.....9/24/20
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-02.....7/15/16
F-80.10-04.....7/15/16

G-10.10-00.....9/20/07
G-20.10-02.....6/23/15
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-25.10-05.....9/16/20
G-26.10-00……7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03……7/11/17
G-90.11-00……4/28/16
G-90.20-05……7/11/17
G-90.30-04……7/11/17
G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

G-24.60-05.....6/28/18 G-90.40-02……4/28/16

H-10.10-00.....7/3/08 H-32.10-00.....9/20/07 H-70.10-01.....2/7/12
H-10.15-00.....7/3/08 H-60.10-01.....7/3/08 H-70.20-01.....2/16/12
H-30.10-00.....10/12/07 H-60.20-01.....7/3/08

I-10.10-01.....8/11/09 I-30.20-00.....9/20/07 I-40.20-00.....9/20/07
I-30.10-02.....3/22/13 I-30.30-02.....6/12/19 I-50.20-01.....6/10/13
I-30.15-02.....3/22/13 I-30.40-02.....6/12/19 I-60.10-01.....6/10/13
I-30.16-01.....7/11/19 I-30.60-02.....6/12/19 I-60.20-01.....6/10/13
I-30.17-01.....6/12/19 I-40.10-00.....9/20/07 I-80.10-02.....7/15/16

J-10.....7/18/97
J-10.10-04……9/16/20
J-10.12-00……9/16/20
J-10.14-00……9/16/20
J-10.15-01.....6/11/14
J-10.16-01……9/16/20
J-10.17-01……9/16/20
J-10.18-01……9/16/20
J-10.20-03……9/16/20
J-10.21-01……9/16/20
J-10.22-01.....9/16/20
J-10.25-00……7/11/17
J-12.15-00……6/28/18
J-12.16-00……6/28/18
J-15.10-01.....6/11/14
J-15.15-02……7/10/15
J-20.10-04.....7/31/19
J-20.11-03.....7/31/19
J-20.15-03.....6/30/14
J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03…..7/21/16
J-26.15-01…..5/17/12
J-26.20-01…..6/28/18
J-27.10-01…..7/21/16
J-27.15-00…..3/15/12
J-28.10-02.....8/7/19
J-28.22-00.....8/07/07
J-28.24-02.....9/16/20
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-28.43-01.....6/28/18
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-02.....7/21/16
J-28.70-03.....7/21/17
J-29.10-01.....7/21/16
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-00…...6/18/15
J-40.05-00……7/21/16
J-40.10-04…...4/28/16
J-40.20-03…...4/28/16
J-40.30-04……4/28/16
J-40.35-01……5/29/13
J-40.36-02……7/21/17
J-40.37-02……7/21/17
J-40.38-01.....5/20/13
J-40.39-00……5/20/13
J-40.40-02……7/31/19
J-45.36-00……7/21/17
J-50.05-00……7/21/17
J-50.10-01…….7/31/19
J-50.11-02…….7/31/19
J-50.12-02…….8/7/19
J-50.13-00…….8/22/19
J-50.15-01…….7/21/17
J-50.16-01…….3/22/13
J-50.18-00…….8/7/19
J-50.19-00…….8/7/19
J-50.20-00…….6/3/11
J-50.25-00…….6/3/11
J-50.30-00…….6/3/11
J-60.05-01…….7/21/16
J-60.11-00…...5/20/13
J-60.12-00…...5/20/13
J-60.13-00…...6/16/10
J-60.14-01……7/31/19
J-75.10-02……7/10/15
J-75.20-01……7/10/15
J-75.30-02…….7/10/15
J-75.40-02……6/1/16
J-75.41-01……6/29/16
J-75.45-02……6/1/16
J-80.10-00……6/28/18
J-80.15-00……6/28/18
J-81.10-01……9/16/20
J-86.10-00……6/28/18
J-90.10-03…….6/28/18
J-90.20-03…….6/28/18
J-90.21-02……6/28/18
J-90.50-00……6/28/18

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.20-00.....12/20/06
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……7/10/15
M-3.10-04.....9/25/20
M-3.20-03.....9/25/20
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00……..2/10/09
M-11.10-03.....8/7/19
M-12.10-02……9/25/20
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-03.....9/25/20
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00……7/11/17
M-24.66-00……7/11/17
M-40.10-03.....6/24/14
M-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

WAGE RATES

APPENDIX A:

STATE WAGE RATES

For Construction of:

2021 Bituminous Surface Treatment Area 5 and Edge Repair

CE 2118 S.M.P

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-01

APPENDIX A

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

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 effective date to use is January 28, 2021.
>
> The public works 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 or at the Public Services Building, 102206 Wiser Parkway, Kennewick, 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

BENTON COUNTY ROAD LISTINGS AND MAPS

APPENDIX B:

2021 Bituminous Surface Treatment Area 5 and Edge Repair

C.E. 2118 S.M.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: CB21-01

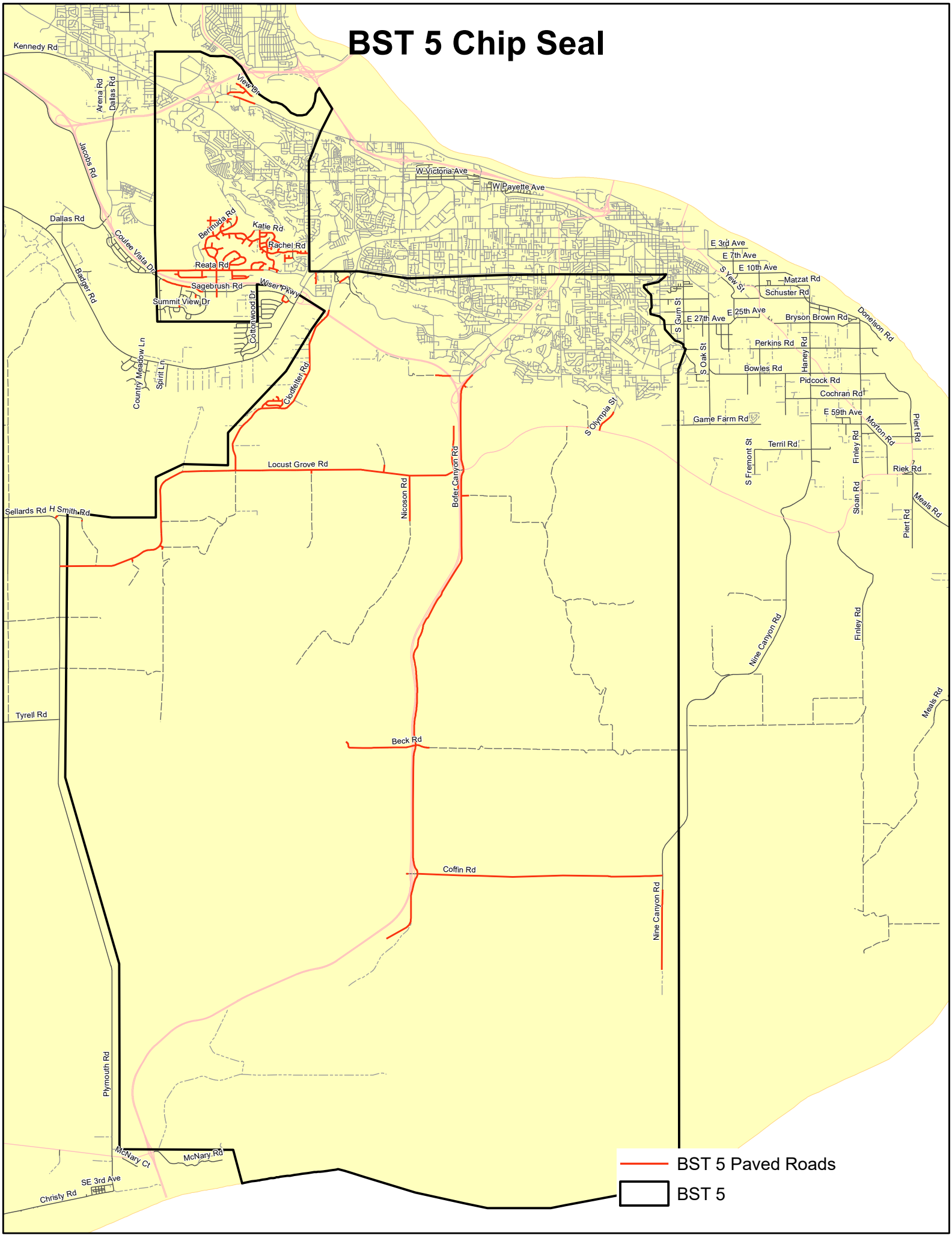
Road Log No.	Road Name	BMP	EMP	Length	Surface	Area	LaneWidth	Curb & Gutter	Pickup Broom
44050	H SMITH RD	0	0.066	0.066	BST	BST5	13		
44050	H SMITH RD	0.555	0.581	0.026	ACP	BST5	12		
44050	H SMITH RD	1.557	1.572	0.015	BST	BST5	12		
44110	CLODFELTER RD	0	0.084	0.084	BST	BST5	11.5		
44110	CLODFELTER RD	0.084	0.802	0.718	BST	BST5	11		
44110	CLODFELTER RD	0.802	1.111	0.309	BST	BST5	11		
44110	CLODFELTER RD	1.111	1.434	0.323	BST	BST5	11		
44110	CLODFELTER RD	1.434	1.488	0.054	BST	BST5	11		
44110	CLODFELTER RD	1.488	2.763	1.275	BST	BST5	12.5		
44110	CLODFELTER RD	2.763	2.88	0.117	BST	BST5	19		
44110	CLODFELTER RD	2.88	3.955	1.075	BST	BST5	13		
44110	CLODFELTER RD	3.955	4.194	0.239	BST	BST5	18		
44110	CLODFELTER RD	4.194	4.425	0.231	BST	BST5	13.5		
44190	RICHMOND RD	0.825	0.844	0.019	BST	BST5	15		
44270	BENTLY RD	3.764	3.801	0.037	BST	BST5	15		
44530	C WILLIAMS RD	0	0.083	0.083	BST	BST5	15		
44530	C WILLIAMS RD	2.879	2.95	0.071	ACP	BST5	12.5		
44640	ROOT RD	0	0.029	0.029	ACP	BST5	12		
44800	LOCUST GROVE RD	0	2.361	2.361	BST	BST5	16		
44800	LOCUST GROVE RD	2.361	2.515	0.154	BST	BST5	16		
44800	LOCUST GROVE RD	2.515	2.602	0.087	BST	BST5	18		
44800	LOCUST GROVE RD	2.602	2.809	0.207	BST	BST5	16		
44800	LOCUST GROVE RD	2.809	3.11	0.301	BST	BST5	18		
44800	LOCUST GROVE RD	3.11	3.566	0.456	BST	BST5	16		
44800	LOCUST GROVE RD	3.566	3.817	0.251	BST	BST5	16		
44800	LOCUST GROVE RD	3.817	3.893	0.076	BST	BST5	16		
44800	LOCUST GROVE RD	3.893	3.948	0.055	BST	BST5	16		
44800	LOCUST GROVE RD	3.948	4.266	0.318	BST	BST5	16		
44800	LOCUST GROVE RD	4.266	4.39	0.124	BST	BST5	18		
44800	LOCUST GROVE RD	4.39	4.703	0.313	BST	BST5	16		
44800	LOCUST GROVE RD	4.703	4.754	0.051	BST	BST5	16		
44800	LOCUST GROVE RD	4.754	5.448	0.694	BST	BST5	16		
44800	LOCUST GROVE RD	5.448	5.639	0.191	BST	BST5	18		
44800	LOCUST GROVE RD	5.639	6.05	0.411	BST	BST5	16		
44800	LOCUST GROVE RD	6.05	6.175	0.125	BST	BST5	18		
44800	LOCUST GROVE RD	6.175	6.514	0.339	BST	BST5	16		
44800	LOCUST GROVE RD	6.514	9.347	2.833	BST	BST5	12		
44810	TRIPPLE VISTA DR	0	0.354	0.354	BST	BST5	20	Y	Y
44810	TRIPPLE VISTA DR	0.354	0.487	0.133	BST	BST5	20	Y	Y
44820	TRIPPLE VISTA CT	0	0.047	0.047	BST	BST5	20	Y	Y
44830	ADAIR RD	0	0.553	0.553	BST	BST5	15		
44830	ADAIR RD	0.553	1.484	0.931	BST	BST5	15		
44840	WINDWARD LANE	0.019	0.086	0.067	BST	BST5	12		
44850	CANTERA STREET	0	0.22	0.22	BST	BST5	18	Y	Y
44860	MANUEL DRIVE	0	0.319	0.319	BST	BST5	18	Y	Y
44870	PICO DRIVE	0	0.115	0.115	BST	BST5	18	Y	Y
44910	EDWARDS RD	1.528	1.605	0.077	BST	BST5	14.5		
44990	AMON RD	0	0.164	0.164	BST	BST5	12		

Road Log No.	Road Name	BMP	EMP	Length	Surface	Area	LaneWidth	Curb & Gutter	Pickup Broom
45250	NICOSON RD	4.336	5.193	0.857	BST	BST5	12		
45250	NICOSON RD	5.193	5.22	0.027	BST	BST5	12		
45500	CHRISTENSEN RD	0.584	0.899	0.315	BST	BST5	15		
45550	WHEAT RD	0.392	0.461	0.069	BST	BST5	13		
47500	COFFIN RD	0	0.048	0.048	BST	BST5	14		
47500	COFFIN RD	0.216	0.238	0.022	BST	BST5	15		
47500	COFFIN RD	0.238	5.157	4.919	BST	BST5	14		
47510	BOFER CANYON RD	0	1.037	1.037	BST	BST5	18		
47510	BOFER CANYON RD	1.037	1.125	0.088	BST	BST5	20		
47510	BOFER CANYON RD	1.125	1.598	0.473	BST	BST5	14		
47510	BOFER CANYON RD	1.598	1.698	0.1	BST	BST5	16		
47510	BOFER CANYON RD	1.698	5.804	4.106	BST	BST5	16		
47510	BOFER CANYON RD	5.804	5.852	0.048	BST	BST5	18		
47510	BOFER CANYON RD	5.852	6.627	0.775	BST	BST5	19		
47510	BOFER CANYON RD	6.627	6.656	0.029	BST	BST5	17		
47510	BOFER CANYON RD	6.656	9.477	2.821	BST	BST5	16		
47510	BOFER CANYON RD	9.477	10.011	0.534	BST	BST5	16		
47510	BOFER CANYON RD	10.011	11.984	1.973	BST	BST5	16		
47520	LAW LN	0	0.062	0.062	BST	BST5	13		
47700	BECK RD	0	1.067	1.067	BST	BST5	9		
47700	BECK RD	1.067	1.339	0.272	BST	BST5	14		
47700	BECK RD	1.339	1.474	0.135	BST	BST5	15		
47700	BECK RD	1.474	1.767	0.293	BST	BST5	14		
48100	BATEMAN RD	0	0.16	0.16	BST	BST5	14		
48190	PERRY MONUMENT RD	0	0.01	0.01	ACP	BST5	13		
48290	OWENS RD	7.833	7.843	0.01	ACP	BST5	14		
48910	NINE CANYON RD	0	1.909	1.909	BST	BST5	12		
48910	NINE CANYON RD	1.909	1.949	0.04	BST	BST5	13		
50010	BERMUDA RD	0	0.259	0.259	BST	BST5	16		
50010	BERMUDA RD	0.259	0.305	0.046	BST	BST5	16		
50010	BERMUDA RD	0.305	0.481	0.176	BST	BST5	16		
50010	BERMUDA RD	0.481	0.548	0.067	BST	BST5	12		
50010	BERMUDA RD	0.548	1.709	1.161	BST	BST5	12		
50010	BERMUDA RD	1.709	2.083	0.374	BST	BST5	12.5		
50020	SARAH RD	0	0.271	0.271	BST	BST5	12		
50030	BENT RD	0	0.107	0.107	BST	BST5	12		
50030	BENT RD	0.107	0.41	0.303	BST	BST5	12		
50040	MARIPOSA RD	0	0.016	0.016	BST	BST5	12		
50050	MANZANITA CT	0	0.125	0.125	BST	BST5	12		
50060	EL RAVINO RD	0	0.012	0.012	BST	BST5	12		
50080	GRANADA CT	0	0.147	0.147	BST	BST5	12		
50090	VALENCIA DR	0	0.447	0.447	BST	BST5	12		
50100	JENNA RD	0	0.135	0.135	BST	BST5	12		
50110	ROSENA CT	0	0.112	0.112	BST	BST5	12		
50120	KEENE CT	0	0.06	0.06	BST	BST5	10		
50130	CABALLO RD	0	0.665	0.665	BST	BST5	12		
50140	CLOVER RD	0	0.321	0.321	BST	BST5	12		
50140	CLOVER RD	0.321	1.206	0.885	BST	BST5	12		

Road Log No.	Road Name	BMP	EMP	Length	Surface	Area	LaneWidth	Curb & Gutter	Pickup Broom
50160	LAPIERRE CANYON DR	0	0.521	0.521	BST	BST5	12		
50180	REATA RD	1.661	1.978	0.317	BST	BST5	16		
50180	REATA RD	1.978	2.264	0.286	BST	BST5	12		
50180	REATA RD	2.264	2.661	0.397	BST	BST5	12		
50180	REATA RD	2.661	2.804	0.143	BST	BST5	12		
50180	REATA RD	2.804	2.855	0.051	BST	BST5	13		
50180	REATA RD	2.855	3.772	0.917	BST	BST5	13		
50210	TORO PL	0	0.127	0.127	BST	BST5	12		
50210	TORO PL	0.127	0.178	0.051	BST	BST5	14		
50230	TORO CT	0	0.044	0.044	BST	BST5	12		
50240	RACHEL RD	0	1.195	1.195	ACP	BST5	12		
50240	RACHEL RD	1.195	1.356	0.161	ACP	BST5	12		
50250	TORO RD	0	0.398	0.398	BST	BST5	12		
50270	JACOB CT	0	0.075	0.075	BST	BST5	12		
50280	ETIWANDA CT	0	0.05	0.05	BST	BST5	12		
50290	VACA RD	0	0.444	0.444	BST	BST5	12		
50300	12TH AVE W	0	0.032	0.032	BST	BST5	12		
50310	JOSHUA RD	0	0.126	0.126	BST	BST5	12		
50320	AGUA MANSA CT	0	0.106	0.106	BST	BST5	12		
50330	SUNNYVALE DR	0	0.215	0.215	BST	BST5	12		
50330	SUNNYVALE DR	0.215	0.222	0.007	BST	BST5	17		
50340	SAGEBRUSH RD	0.258	1.125	0.867	HMA	BST5	12		
50350	VALLEY VIEW RD	0	0.408	0.408	BST	BST5	10		
50370	VIEW DR	0	0.166	0.166	BST	BST5	11		
50370	VIEW DR	0.166	0.172	0.006	BST	BST5	11		
50370	VIEW DR	0.172	0.428	0.256	BST	BST5	11		
50380	JOSHUA CT	0	0.045	0.045	BST	BST5	12		
50400	JERICHO RD	0.218	0.26	0.042	BST	BST5	12		
50420	CABALLO PL	0	0.511	0.511	BST	BST5	12		
50430	CERDA RD	0	0.17	0.17	BST	BST5	12		
50440	BRIAN LN	0	0.156	0.156	BST	BST5	12		
50440	BRIAN LN	0.201	0.356	0.155	BST	BST5	12		
50470	CANTERBURY RD	0	0.167	0.167	BST	BST5	12		
50490	ALHAMBRA RD	0	0.256	0.256	BST	BST5	12		
50500	KYLE RD	0	0.35	0.35	BST	BST5	12		
50510	JURUPA ST	0	0.388	0.388	BST	BST5	12		
50520	CAMBRIDGE CT	0	0.056	0.056	BST	BST5	12		
50530	RIALTO CT	0	0.145	0.145	BST	BST5	12		
50540	KATIE RD	0	0.258	0.258	BST	BST5	12		
50540	KATIE RD	0.258	0.647	0.389	ACP	BST5	12		
50550	TAJO CT	0	0.051	0.051	BST	BST5	12		
50560	MATA RD	0	0.205	0.205	BST	BST5	13		
50570	MATA CT	0	0.055	0.055	BST	BST5	12		
50580	BRIGHTON CT	0	0.051	0.051	BST	BST5	12		
50590	ESCOLAR RD	0	0.184	0.184	BST	BST5	12		
50600	KENTBROOK CT	0	0.043	0.043	BST	BST5	12		
50610	CANTERBURY CT	0	0.058	0.058	BST	BST5	12		
50620	SARAH CT	0	0.04	0.04	BST	BST5	12		

Road Log No.	Road Name	BMP	EMP	Length	Surface	Area	LaneWidth	Curb & Gutter	Pickup Broom
50630	KATIE CT	0	0.047	0.047	BST	BST5	12		
50660	CINDY RD	0	0.195	0.195	ACP	BST5	12		
50680	RYANICK ROAD	0	0.157	0.157	BST	BST5	12		
50700	CHRISTINE DRIVE	0	0.301	0.301	BST	BST5	12		
50710	MICHELLE DRIVE	0	0.361	0.361	BST	BST5	12		
50720	JENNA LANE	0	0.078	0.078	BST	BST5	12		
50730	WHITNEY LANE	0	0.141	0.141	BST	BST5	12		
50740	BADGER VIEW DRIVE	0	0.688	0.688	BST	BST5	12		
50850	CHELSEA ROAD	0	0.165	0.165	BST	BST5	12		
50860	HOLLY ROAD	0	0.332	0.332	BST	BST5	12		
50860	HOLLY ROAD	0.332	0.38	0.048	BST	BST5	12		
50860	HOLLY ROAD	0.38	0.46	0.08	ACP	BST5	12		
50880	TYLER CT	0	0.038	0.038	BST	BST5	12		
50890	LEVI ST	0	0.112	0.112	ACP	BST5	12		
50891	LEVI CT	0	0.023	0.023	ACP	BST5	12		
55350	CLEAR VIEW LN	0	0.398	0.398	HMA	BST5	12		
55370	RIDGE VIEW LN	0	0.236	0.236	ACP	BST5	12		
55450	WISER LOOP	0	0.15	0.15	HMA	BST5	12		
55450	WISER LOOP	0.15	0.217	0.067	HMA	BST5	12		
55450	WISER LOOP	0.217	0.275	0.058	HMA	BST5	12		
55520	HAPER MAE CT	0	0.059	0.059	HMA	BST5	14		
62500	COLUMBIA PARK TRAIL	0.395	0.855	0.46	BST	BST5	12		
65830	Cleveland St, N.	0	0.089	0.089	BST	BST5	9		
77050	OLYMPIA ST S	0	0.063	0.063	BST	BST5	26		
77050	OLYMPIA ST S	0.063	0.472	0.409	BST	BST5	10		

BST 5 Chip Seal



2021 EDGE REPAIR ROADS

ROAD NAME	ROAD #	BMP	EMP	Length Mi.	Length Feet	Width	Area SY
Schuster Rd	76300	0.00	1.13	1.13	5966.40	8.00	5303.47
S Havana St	76310	0.00	0.51	0.51	2692.80	8.00	2393.60
E 10th Ave	76500	0.06	1.12	1.06	5596.80	8.00	4974.93
E 7th Ave	76320	0.00	0.77	0.77	4065.60	8.00	3613.87
E 3rd Ave	76900	0.00	0.50	0.50	2640.00	8.00	2346.67
Perkins Rd	75720	0.00	2.40	2.40	12672.00	8.00	11264.00
Dague Rd	75650	0.00	0.76	0.76	4012.80	8.00	3566.93
Dunham Rd	77950	0.00	0.13	0.13	686.40	8.00	610.13
Lemon Dr	77910	0.00	0.13	0.13	686.40	8.00	610.13
E 59th Ave	77900	0.00	0.28	0.28	1478.40	8.00	1314.13
Morton Rd	77410	0.00	1.17	1.17	6177.60	8.00	5491.20
Lechelt Rd	77760	0.00	0.98	0.98	5174.40	8.00	4599.47
S Oak St	76130	0.00	2.66	2.66	14044.80	8.00	12484.27
S Gum St	72030	0.14	0.36	0.22	1161.60	8.00	1032.53
Bernath Rd	76100	0.00	0.52	0.52	2745.60	8.00	2440.53
E 25th Ave	75810	0.60	0.81	0.21	1108.80	8.00	985.60
Cochran Rd	78100	0.00	1.51	1.51	7972.80	8.00	7086.93
Finley Rd	49550	7.24	9.88	2.64	13939.20	8.00	12390.40
TOTALS				**17.58 mi.**			**82508.80**

2021 Edge Repair

CITY OF RICHLAND ROAD LISTINGS AND MAPS

APPENDIX C:

2021 Bituminous Surface Treatment Area 5 and Edge Repair

C.E. 2118 S.M.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: CB21-01

2021 City of Richland Chip Seal List

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Twin Bridges Rd	From 734 ft North of SR 240 North 482 ft to end of project	482.40	18	964.80	9.65	1.41
Reata Rd	From City Limits East to 373 ft West of Leslie Rd	3993.00	28	12,422.67	124.23	18.11
Reata Rd	From 373 ft West of Leslie Rd East to 121.5 ft West of Leslie Rd	252.00	31	868.00	8.68	1.27
Reata Rd	From121.5 ft West of Leslie Rd East to Leslie Rd	121.50	41	553.50	5.54	0.81
Brent Ln	From Reata Rd North to Travis Ln	259.80	24	692.80	6.93	1.01
Travis Ln	From Eastermost terminus with Brian Ln East 65.6 ft	65.60	65	473.78	4.74	0.69
Travis Ln	From 65.6 ft East of terminus with Brian Ln East to 306 ft East of intersection with Brent Ln	855.14	23	2,185.35	21.85	3.19
Travis Ln	From 306 ft East of intersection with Brent Ln to 468 ft East of Brent Ln	161.60	50	897.78	8.98	1.31
Travis Ln	From 468 ft East of Brent Ln NE to intersection of Travis Ln with Lorayne J Blvd	949.26	23	2,425.88	24.26	3.54
Travis Ct	From intersection with Travis Ln ENE 149 ft	148.66	21	346.88	3.47	0.51
Travis Ct	From 149 ft ENE of intersection with Travis Ln to end of Travis Ct	86.71	45	433.55	4.34	0.63
Bruce Lee Ln	From intersection with Travis Ln 1396 ft to intersection with Lorayne J Blvd	1396.48	22	3,413.61	34.14	4.98
Bruce Lee Ct	From intersection with Bruce Lee Ln to 330 ft north of Bruce Lee Ln	329.81	23	842.86	8.43	1.23
Bruce Lee Ct	From 330 ft north of Bruce Lee Ln North 78 ft to end of Bruce Lee Ct	78.00	43	372.67	3.73	0.54
Lesa Marie Ln	From City Limits East 1439 ft to intersection with Lorayne J Blvd	1438.56	23	3,676.32	36.76	5.36
Lesa Marie Ct	From intersection of Lesa Marie Ln South 381 ft	380.91	24	1,015.77	10.16	1.48
Lesa Marie Ct	From 381 ft South of intersection with Lesa Marie Ln 102 ft to end of Lesa Marie Ct	101.52	60	676.82	6.77	0.99

Road	Limits	Length (in feet)	Width (in feet)	Square Yards	3/8" to #10 (C.Y.)	CRS-2P (Tons)
Charity Ct	From intersection with Lesa Marie Ln South 263 ft	263.03	21	613.74	6.14	0.89
Charity Ct	From 263 ftSouth of intersection with Lesa Marie Ln 102 ft to end of Charity Ct	101.83	65	735.47	7.35	1.07
Lorayne J Blvd	From City Limits SE 1714 ft to intersection with Leslie Rd	1713.88	23	4,379.91	43.80	6.38

CITY OF RICHLAND
2021 STREET PROJECTS

Jacob Ct
Lapierre Canyon
Sarah Ct
Kyle Rd
Rachel Rd
Kristen Ln
Cabela Ct
Sell Ln
Mattis Dr
Leopold Ln
Kentbrook Ct
Brighton Ct
Cambridge Ct
Canterbury Ct
Canterbury Rd
Brian Ln
Erica Dr
Lorayne J Blvd
Lesa Marie Ln
Lesa Marie Ct
Charity Ct
Chad Ct
Travis Ct
Travis Ln
Bruce Lee Ct
Bruce Lee Ln
Leslie Rd
Vaca Rd
Cerda Rd
Escolar Rd
Tajo Ct
Mata Rd
Mata Ct
Brent Ln
Reata Rd
W Clearwater Ave

N
W E
S

Chip Seal

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CITY OF RICHLAND
2021 STREET PROJECTS

SR 240

Twin Bridges Rd

SR 240

Ketch Rd

Village Pkwy

Bobwhite Way

Village Pkwy

Wild Canyon Way

Broken Top Ave

Walking Stick Ave

Bent Tree Ave

Wild Canyon Way

Wild Canyon Way

Village Pkwy

Redhawk Dr

River Park Dr

Silverhawk St

Grayhawk Loop

Maidstone St

Deserthawk Loop

Sonoran Dr

Scottsdale Pl

Redrock Ridge Loop

Rock Creek Ct

Stonecreek Dr

Yakima River

Bluffs Dr

N

W E

S

Chip Seal

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PUBLIC WORKS

PROPOSAL
FOR BIDDING PURPOSES

For Construction of:

2021 Bituminous Surface Treatment Area 5 and Edge Repair

C.E. 2118 S.M.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: CB21-01

P R O P O S A L

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

2021 BITUMINOUS SURFACE TREATMENT AREA 5 AND EDGE REPAIR

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
BENTON COUNTY ROADS							
1	1	LS	Mobilization				
2	1	LS	Project Temporary Traffic Control				
3	1,436	Ton	Emulsified Asphalt CRS-2P				
4	155	Ton	Emulsified Asphalt HFE-150				
5	14,774	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4				
6	1,238	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair				
7	354,288	LF	Paint Line				
8	24	HR	Additional Brooming				
9	1	LS	SPCC Plan				
BENTON COUNTY TOTAL							

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
CITY OF RICHLAND STREETS							
10	1	LS	Mobilization				
11	1	LS	Project Temporary Traffic Control				
12	56	Ton	Emulsified Asphalt CRS-2P				
13	570	Ton	Furnishing and Placing Crushed Surfacing 3/8 Inch – No. 4				
14	24	HR	Additional Brooming				
15	1	LS	SPCC Plan				
CITY OF RICHLAND TOTAL							
GRAND TOTAL							

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ ($_____) Payable to the County Treasurer of Benton County, Washington.

Proposal Bond _____ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). _____, _____, & _____.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

FIRM NAME:

_____

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

_____ _____
SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (____)_____ EMAIL _____

NOTE:

1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

C.E. 2118 S.M.P. – 2021 Bituminous Surface Treatment Area 5 and Edge Repair.

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be

signed and sealed this _____ day of _____, _____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

COUNTY OF BENTON WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature: _____

Date: _____

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName_____

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work. **Only heating, ventilation and air conditioning, and plumbing work shall be shown below.**

Subcontractor Name _____

Work to be Performed _____

_____

Subcontractor Name _____

Work to be Performed _____

_____

Subcontractor Name _____

Work to be Performed _____

_____

Subcontractor Name _____

Work to be Performed _____

_____

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, January 28th, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City (where signed) State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS AWARDED THE CONTRACT

For Construction of:

2021 Bituminous Surface Treatment Area 5 and Edge Repair

C.E. 2118 S.M.P.

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: CB21-01

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, **2021**, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2118 S.M.P. – 2021 Bituminous Surface Treatment Area 5 and Edge Repair**," and as described in and in accordance with the State of Washington **2021** Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $_____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, 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 attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. 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, its officers, officials, employees, or agents.

Informational Copy

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

_____
Signature

_____
Title

_____
Date

COUNTY OF BENTON

_____
Chairman, Board of Commissioners

Attest:_____
Clerk of the Board

_____
Date

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

_____
Date

Informational Copy

PUBLIC WORKS PERFORMANCE BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **2021 Bituminous Surface Treatment Area 5 and Edge Repair,** in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **2021 Bituminous Surface Treatment Area 5 and Edge Repair,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars ($ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12th, 2021
Subject:	Right-of-Way Vacation
Presenter:	Douglas D'Hondt
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

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

Summary / Background Information

A portion of right-of-way abutting SR 397 has become an unusable remnant.

The Board ordered the County Engineer to prepare a report on the viability of such vacation via Resolution 2020-979. The report has been completed and is being provided for the Board to review as part of this package.

The Board must hold a public hearing to consider the vacation of a portion of right-of-way abutting SR 397 and review the County Engineer's report thereon.

Fiscal Impact

N/A

Recommendation

Public Works staff recommends that the Board give consensus to proceed with the vacation.

Suggested Motion

If the Board agrees:

I move to proceed as recommended with the right of way vacation as presented..

Benton County
Public Works Department

Report of the Viability of Vacating a portion of County right-of-way abutting SR 397. The portion of the right-of-way to be vacated is generally described as follows: A portion of the South Half of the South Half of the Northeast Quarter of Section 26, Township 8 North, Range 30 East, Willamette Meridian, in Benton County, Washington.

January 12th, 2021

Prepared by: _____

Douglas D'Hondt, P.E., L.E.G.
County Engineer

Overview

This report is written to provide information in considering the vacation of a portion of right-of-way abutting SR 397, an unimproved County right of way. The report was ordered by the Board of Benton County Commissioners, in response to a petition to vacate such right of way, via Resolution 2020-979. The report highlights the historical, legal and engineering aspects of the proposed vacation.

Background

The County was deeded right-of-way by J.W. Thomas and Nellie M. Thomas in 1967, recorded under Auditor's file number 586111. The right-of-way was described as follows:

THAT PORTION OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26 LYING EASTERLY THE S. P. AND S. RAILWAY RIGHT OF WAY, AND LYING NORTHERLY AND WESTERLY OF THAT 100.00 FEET WIDE EASEMENT DESCRIBED IN INSTRUMENT RECORDED UNDER AUDITOR'S FEE NO. 351377, RECORD OF BENTON COUNTY, AND LYING SOUTHERLY OF THE SOUTH LINE OF SR 397, AS SHOWN ON STATE HIGHWAY RIGHT OF WAY PLAN "SR 397 PIERT ROAD TO YEW STREET" DATED AUGUST 21, 1998 (SHEET 3 OF 11).

Currently the right of way is not occupied by the surrounding landowners, parcels 126801000026000 and 126801000038000 owned by Kennewick Game Farm LLC.

Legal Consideration

Chapter 36.87 RCW sets forth the procedures, conditions and considerations for roadway vacation. The Board of County Commissioners is responsible for the layout, construction, maintenance and administration of the County road system.

All parcels adjoining the right-of-way to be vacated have frontage along other improved roadways. The parcels are served only by State Route 397.

Engineering Consideration

Utility easements shall be retained.

Recommendation

It is the opinion of the County Engineer that this portion of right-of-way abutting SR 397 is useless as a part of the County road system and should be vacated.

EXHIBIT A

LEGAL DESCRIPTION
RIGHT OF WAY VACATION

THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, DESCRIBED IN DEED RECORDED UNDER AUDITOR'S FILE NUMBER 586111, RECORDS OF BENTON COUNTY, DESCRIBED AS FOLLOWS:

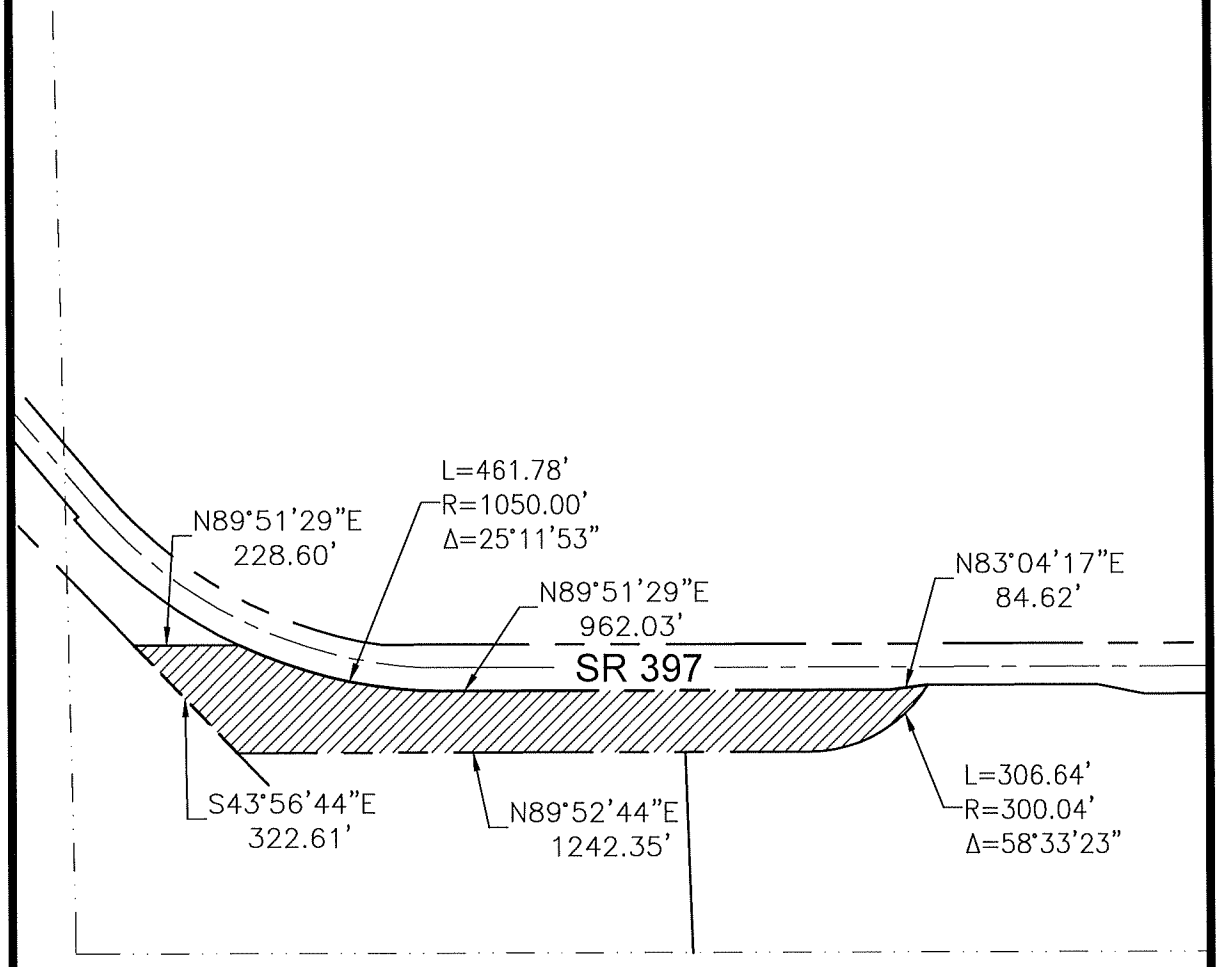
THAT PORTION OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 26 LYING EASTERLY THE S. P. AND S. RAILWAY RIGHT OF WAY, AND LYING NORTHERLY AND WESTERLY OF THAT 100.00 FEET WIDE EASEMENT DESCRIBED IN INSTRUMENT RECORDED UNDER AUDITOR'S FEE NO. 351377, RECORD OF BENTON COUNTY, AND LYING SOUTHERLY OF THE SOUTH LINE OF SR 397, AS SHOWN ON STATE HIGHWAY RIGHT OF WAY PLAN "SR 397 PIERT ROAD TO YEW STREET" DATED AUGUST 21, 1998 (SHEET 3 OF 11).

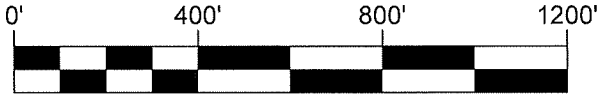
5-27-2020

12720.DOCX

NORTH

LEGAL DESCRIPTION: A PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON.





1" = 400'

KNUTZEN ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

CADFILE: 20005 SK1

Kennewick Game Farm
ROW QUITCLAIM
KENNEWICK, WA

DESIGN	DWW
APPD	PTK
DATE	6/25/20
NO.	SK 01

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021 **Memo Date:** December 23, 2020
Subject:	Altered Plat of Steeplechase Phase 2 - SA 2020-002
Presenter:	Michelle Cooke, Principal Planner
Prepared By:	Donna Hutchinson
Reviewed By:	Greg Wendt

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

Type of Agenda Item:	**Type of Action Needed:**	
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☒ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Documents	☐ Pass Ordinance
		☐ Execute Contract

Summary/Background Information

On December 15, 2020, the Benton County Board of County Commissioners approved the Final Plat of Steeplechase Phase 2 and the plat was recorded on December 16, 2020. Shortly after recording the surveyor found that when printing out the plat map some of the surveying data was omitted from the line and curve tables shown on the plat map. Therefore, they have applied for a Subdivision Alteration to correct this error. Below is the wording from the surveyor noting the changes to the plat map.

"This plat amends the final plat of Steeplechase Phase 2 recorded in Volume 15 of Plats, page 695, under Auditor's File Number 2020-051050, records of Benton County. Portions of the curve table on sheet 1 and the line table on sheet 2 were inadvertently omitted in the previous version. This amended plat includes the omitted data and corrects duplicate numbering of curves in the curve table. No other changes were made, and the lots are not re-configured in any way."

Fiscal Impact

None

Amount: Unknown **Fund:** Unknown

Recommendation

It is the recommendation of the Benton County Planning Department that the Altered Plat of Steeplechase Phase 2 - SA 2020-002 be approved and the Board sign the attached resolution authorizing the Chairman to sign the final plat.

Suggested Motion

The Board of County Commissioners approves the Altered Plat of Steeplechase Phase 2- SA 2020-002 and the Chairman so indicate by signing the plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE ALTERED PLAT OF STEEPLECHASE PHASE 2 - SA 2020-002 BY TRI CITY DEVELOPMENT CORPORATION/GEOFF CLARK - PARCEL NUMBER 109884000001002.

WHEREAS, on December 15, 2020, the Board of County Commissioners approved the Final Plat of Steeplechase Phase 2- SUB 2020-008; and,

WHEREAS, the plat was recorded on December 16, 2020 and shortly thereafter it was found that portions of the curve table on sheet 1 and the line table on sheet 2 were inadvertently omitted on the final plat map of Steeplechase Phase 2; and,

WHEREAS, the Altered Plat of Steeplechase Phase 2 File No. SA 2020-002 was submitted to correct this error. This Altered Plat includes the omitted data and corrects duplicate numbering of curves in the curve table. No other changes were made, and the lots are not re-configured in any way; and,

WHEREAS, it appears to be in the publics' best interest to approve said altered plat of Steeplechase Phase 2 - SA 2020-002, NOW THEREFORE,

BE IT RESOLVED that the Altered Plat of Steeplechase Phase 2 - SA 2020-002 is hereby approved and the Chairman so indicate by signing the plat.

Dated this 12th day of January 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

GW/djh
Pln-1/Pub Wrks

ALTERED FINAL PLAT OF STEEPLECHASE PHASE 2

LOCATED IN A PORTION OF SECTION 9,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

AMENDED PLAT NARRATIVE

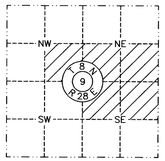
THIS PLAT AMENDS THE FINAL PLAT OF STEEPLECHASE PHASE 2 RECORDED IN VOLUME 15 OF PLATS, PAGE 695, UNDER AUDITOR'S FILE NUMBER 2020-051050, RECORDS OF BENTON COUNTY. PORTIONS OF THE CURVE TABLE ON SHEET 1 AND THE LINE TABLE ON SHEET 2 WERE INADVERTENTLY OMITTED IN THE PREVIOUS VERSION. THIS AMENDED PLAT INCLUDES THE OMITTED DATA AND CORRECTS DUPLICATE NUMBERING OF CURVES IN THE CURVE TABLE. NO OTHER CHANGES WERE MADE AND THE LOTS ARE NOT RE-CONFIGURED IN ANY WAY.

LEGAL DESCRIPTION

THAT PORTION OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON, LYING NORTHERLY AND WESTERLY OF THE NORTHERLY AND WESTERLY BOUNDARIES OF LOTS 1 THROUGH 14 INCLUSIVE OF THE PLAT OF SUMMIT VIEW PHASE 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 395, RECORDS OF BENTON COUNTY, AND LYING NORTHERLY AND EASTERLY OF THE NORTHERLY AND EASTERLY BOUNDARIES OF LOTS 1 THROUGH 14 INCLUSIVE OF THE PLAT OF SUMMIT VIEW PHASE 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 372, RECORDS OF BENTON COUNTY, AND LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF LOT 17 OF THE PLAT OF SUMMIT VIEW PHASE SUMMITVIEW PHASES 3 & 4, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 299, RECORDS OF BENTON COUNTY, AND LYING EASTERLY OF THE EASTERLY BOUNDARY OF LOTS 31 THROUGH 36, PLAT OF SUMMIT VIEW PHASE 11, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 592, RECORDS OF BENTON COUNTY, AND LYING NORTHERLY OF THE NORTHERLY BOUNDARY OF LOT 31, SAID PLAT OF SUMMIT VIEW PHASE 11, AND LYING EASTERLY OF THE EASTERLY RIGHT OF WAY MARGIN OF CLEARVIEW LANE, AS SHOWN ON THE PLAT OF SUMMIT VIEW PHASES 9 AND 10, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 538, RECORDS OF BENTON COUNTY, AND LYING SOUTHERLY OF THE SOUTHERLY BOUNDARY OF THE PLAT OF STEEPLECHASE, PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 688, RECORDS OF BENTON COUNTY.

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. O =DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "DPB WA 41028 ID 12594".
3. ⊕ =DENOTES SET 5/8" REBAR W/ 2" ALUMINUM CAP IN MONUMENT CASE STAMPED "ROGERS SURVEYING INC 41028".
4. ● =DENOTES FOUND 5/8" REBAR WITH PLASTIC CAP "RSI JAB 21384" PER PLATS OF SUMMITVIEW PHASES 6 & 11 OR MONUMENT AS NOTED.
5. ✖ =DENOTES FOUND 5/8" REBAR WITH PLASTIC CAP "RSI DPB 41028" PER PLAT OF STEEPLECHASE PHASE 1.
6. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
7. NO SLOPES GREATER THAN 15% WERE NOTED ON THE LOTS OUTSIDE THE UTILITY EASEMENTS OR ROAD RIGHT OF WAY AT THE TIME OF THE SURVEY.
8. (M)=MEASURED
   (R)=RSI FINAL PLAT OF SUMMIT VIEW PHASE 6 12/1/08 A.F.#2009-001726,
   (R1)=RSI FINAL PLAT OF SUMMIT VIEW PHASE 7 8/10/10 A.F#2010-026877
   (R2)=RSI FINAL PLAT OF SUMMIT VIEW PHASES 3 & 4 3/6/06 A.F.#2006-007661
   (R3)=RSI FINAL PLAT OF SUMMIT VIEW PHASE 11 1/6/17 A.F.#2017-013671



SURVEYOR'S CERTIFICATION

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE ALTERED FINAL PLAT OF STEEPLECHASE PHASE 2, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

DAVID P. BAALMAN
12-21-2020
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC
RECORDED IN VOLUME____OF PLATS, PAGE_____, RECORDS OF
BENTON COUNTY, WASHINGTON, AT_____MINUTES PAST
M., THIS_____DAY OF_____, 20____

1"= 100'

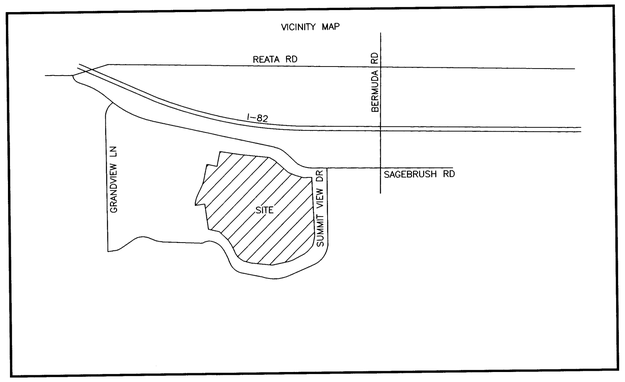
Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	98.05	430.00	13°03'55"	N26°55'31"E	97.84
C2	105.43	430.00	14°02'55"	N40°28'56"E	105.17
C3	120.10	430.00	16°00'09"	N55°30'28"E	119.71
C4	38.14	530.00	4°07'22"	N69°10'14"E	38.13
C6	55.14	530.00	5°57'40"	N88°37'32"E	55.12
C7	2.39	530.00	0°15'30"	S88°15'53"E	2.39
C8	40.69	530.00	4°23'55"	S85°56'11"E	40.68
C9	34.43	530.00	3°43'18"	S81°52'35"E	34.42
C10	111.26	530.00	12°01'41"	S74°00'06"E	111.06
C11	102.13	530.00	11°02'27"	S62°28'02"E	101.97
C12	101.34	530.00	10°57'20"	S51°28'08"E	101.19
C13	111.97	470.00	13°39'01"	N40°41'49"W	111.71
C14	42.31	470.00	5°09'29"	N50°06'04"W	42.30
C15	104.82	530.00	11°19'56"	S47°00'51"E	104.65
C16	142.66	530.00	15°25'21"	S33°38'13"E	142.23
C17	168.67	530.00	18°14'04"	S16°48'30"E	167.96
C18	110.21	530.00	11°54'52"	S1°12'02"E	110.01
C19	133.21	530.00	14°24'02"	S11°57'25"W	132.86
C20	255.93	470.00	31°11'58"	S7°54'31"W	252.78
C21	62.21	470.00	7°35'01"	S11°28'58"E	62.16

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C25	56.79	530.00	6°08'23"	N36°56'30"W	56.77
C26	152.11	470.00	18°32'35"	S43°08'36"E	151.45
C27	215.82	470.00	26°18'36"	S65°34'12"E	213.93
C28	41.11	470.00	5°00'44"	S81°13'52"E	41.10
C29	38.20	470.00	4°39'24"	S86°03'56"E	38.19
C30	123.23	470.00	15°01'20"	N84°05'42"E	122.88
C31	77.72	470.00	9°28'29"	N71°50'47"E	77.63
C32	232.54	370.00	36°00'32"	N49°06'16"E	228.73
C33	167.01	400.00	23°55'22"	N12°59'59"E	165.80
C34	294.25	400.00	42°08'53"	N46°02'06"E	287.66
C35	213.78	500.00	24°29'49"	N79°21'27"E	212.15
C36	40.64	500.00	4°39'24"	S86°03'56"E	40.63
C37	435.16	500.00	49°51'55"	S58°48'16"E	421.55
C38	164.13	500.00	18°48'30"	N43°16'34"W	163.40
C39	392.60	500.00	44°59'21"	S30°11'08"E	382.60
C40	262.76	500.00	30°06'35"	S7°21'50"W	259.74
C41	9.51	500.00	1°05'23"	S22°57'49"W	9.51
C42	22.33	871.00	1°28'09"	N22°46'26"E	22.33
C43	112.11	530.00	12°07'09"	S39°55'53"E	111.90
C54	20.40	470.00	2°29'12"	S24°26'32"W	20.40

ALTERED FINAL PLAT OF STEEPLECHASE PHASE 2

LOCATED IN A PORTION OF SECTION 9,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

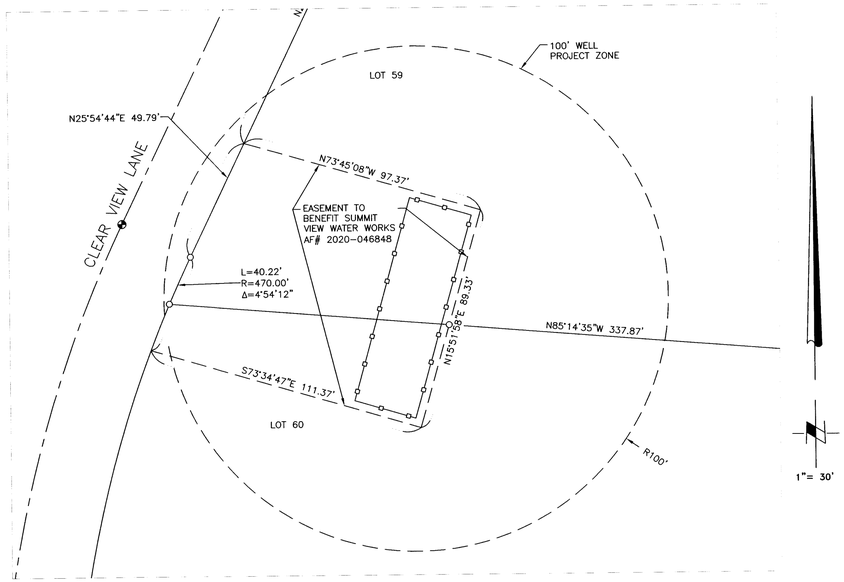
VICINITY MAP



BENTON COUNTY NOTES:

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE LOT IS DETERMINED.
2. 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 DISTRICT BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE. FURTHER BE ADVISED THIS DEPARTMENTS APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
3. NO BUILDING OR FAS PERMIT WILL BE ISSUED FOR ANY LOT WITHIN THIS PLAT UNTIL A ROAD APPROACH PERMIT IS OBTAINED FROM THE BENTON COUNTY ROAD DEPARTMENT.
4. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR THE UPKEEP OF ANY STORMWATER RETENTION FACILITY OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.
5. 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.
6. NO TREES, SHRUBS, WEEDS, FENCING OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY RIGHT-OF-WAY.
7. 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.
8. ALL LOTS WITHIN SUBDIVISION ARE SUBJECT TO A THREE THOUSAND FIVE HUNDRED ($3,500) TRAFFIC MITIGATION FEE. SUCH FEE SHALL BE DUE AND PAYABLE PRIOR TO ISSUANCE OF ANY BUILDING PERMIT OR ROAD APPROACH PERMIT.
9. 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.
10. LOTS 63-68 SHALL HAVE ACCESS FROM FURLONG LANE ONLY.

PUMP STATION DETAIL



MEASURED LINE TABLE				
LINE	DIRECTION	LENGTH	RECORD DIRECTION	RECORD LENGTH
L1	N10°36'44"E	30.54	N10°41'59"E	
L2	N18°18'55"E	78.04	N18°18'14"E	78.00
L3	S42°50'57"W	67.19	N42°52'19"E	78.00
L4	N42°50'57"E	10.76	N42°52'19"E	
L5	N42°54'25"E	78.06	N42°52'19"E	78.00
L6	N52°54'05"E	89.96	N52°54'28"E	90.00
L7	N62°40'26"E	4.82	N62°41'19"E	95.00
L8	N62°40'26"E	90.21	N62°41'19"E	
L9	S62°41'18"W	93.99	N62°41'19"E	94.00
L10	N62°41'55"E	16.34	N62°41'19"E	92.00
L11	S62°41'55"W	75.64	N62°41'19"E	
L12	N70°16'36"E	91.98	N70°15'10"E	92.00
L13	S78°12'42"W	13.84	N78°11'58"E	92.00
L14	N78°12'42"E	78.18	N78°11'58"E	
L15	S78°09'07"W	92.01	N78°11'58"E	92.00
L16	N78°12'08"E	30.94	N78°11'58"E	182.00
L17	N78°12'08"E	151.06	N78°11'58"E	
L18	N83°48'55"W	22.00	S83°44'14"E	92.00
L19	S83°48'55"E	70.05	S83°44'14"E	
L20	N83°43'15"W	91.95	S83°44'14"E	92.00
L21	N83°44'09"W	90.02	S83°44'14"E	90.00
L22	S83°43'39"E	68.17	S83°44'14"E	182.00
L23	S83°43'39"E	113.89	S83°44'14"E	
L24	N74°35'42"W	63.82	S74°37'40"E	94.00
L25	S74°35'42"E	30.18	S74°37'40"E	

MEASURED LINE TABLE				
LINE	DIRECTION	LENGTH	RECORD DIRECTION	RECORD LENGTH
L26	S74°38'41"E	84.95	S74°37'40"E	85.00
L27	N56°29'27"W	53.15	S56°28'58"E	
L28	S56°29'27"E	26.82	S56°28'58"E	80.00
L29	S51°00'09"E	80.01	S51°02'00"E	80.00
L30	S33°12'14"E	60.63	S33°12'24"E	78.00
L31	N33°12'14"W	17.34	S33°12'24"E	
L32	N23°30'20"W	100.03	S23°31'03"E	100.00
L33	N26°26'28"W	71.27	S26°22'44"E	110.00
L34	N26°26'28"W	39.04	S26°22'44"E	
L35	N33°52'01"W	95.25	S33°52'19"E	125.00
L36	N33°52'01"W	29.67	S33°52'19"E	
L37	N45°20'43"W	139.66	S45°21'01"E	265.00
L38	S45°20'43"E	125.18	S45°21'01"E	
L39	N76°45'36"W	74.32	N76°48'06"W	244.67
L40	N76°45'36"W	170.16	N76°48'06"W	
L41	N7°43'18"W	38.36	S7°41'28"E	135.00
L42	S7°43'18"E	96.65	S7°41'28"E	105.00
L43	N7°41'16"W	104.99	S7°41'28"E	
L44	S7°41'12"E	33.72	S7°41'28"E	105.00
L45	S7°41'12"E	71.27	S7°41'28"E	
L46	N7°41'38"W	105.00	S7°41'28"E	105.00
L47	S7°42'34"E	105.07	S7°41'28"E	
L48	S25°54'44"W	196.90	S25°54'44"W	105.00
L49	N39°01'21"E	67.36	N39°01'21"E	
L50	S47°58'48"E	127.94	S47°58'48"E	

MEASURED LINE TABLE		
LINE	DIRECTION	LENGTH
L51	S47°58'48"E	148.31
L52	S47°58'48"E	154.34
L53	S47°58'48"E	137.01
L54	S47°58'48"E	132.46
L55	N59°24'55"W	58.66
L56	S73°08'54"E	129.94
L57	S73°08'54"E	146.93
L58	N14°19'40"E	47.47
L59	N67°06'33"E	79.16
L60	S88°23'38"E	38.56
L61	S88°23'38"E	43.28
L62	N83°44'14"W	86.26
L63	N83°44'14"W	116.32
L64	N33°52'19"W	93.06
L65	S52°40'49"E	33.20
L66	S52°40'49"E	153.82
L67	S52°40'49"E	147.81
L68	S52°40'49"E	22.57
L69	N7°41'28"W	45.62
L70	N7°41'28"W	45.62
L71	S52°40'49"E	17.24
L72	S52°40'49"E	192.06
L73	S52°40'49"E	148.10
L74	N33°52'19"W	85.39
L75	N83°44'14"W	105.34

MEASURED LINE TABLE		
LINE	DIRECTION	LENGTH
L76	N83°44'14"W	97.24
L77	S88°23'38"E	81.84
L78	N67°06'33"E	79.16
L79	N67°06'33"E	79.16
L80	S88°23'38"E	81.84
L81	S83°44'14"E	202.58
L82	S33°52'19"E	93.06
L83	S52°40'49"E	357.39
L84	S7°41'28"E	45.62
L85	N33°52'19"W	7.67

OWNERS' CERTIFICATE/DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON; HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON UNDER THE NAME OF ALTERED FINAL PLAT OF STEEPLECHASE PHASE 2, DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON FOR THE USES SHOWN THEREON; DO HEREBY DEDICATE ALL ROAD RIGHT OF WAYS TO THE PUBLIC; AND DO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCASIONED TO THE LAND ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT OF WAYS.

KIRK RATHBUN, AUTHORIZED REPRESENTATIVE OF
TRI-CITY DEVELOPMENT CORPORATION

KIRK RATHBUN, AUTHORIZED REPRESENTATIVE OF
CANDY MOUNTAIN LLC

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIRK RATHBUN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Representative OF TRI-CITY DEVELOPMENT CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 12/21/2020
SIGNATURE: Michelle Cuellar
TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: Franklin Co.
MY APPOINTMENT EXPIRES: 11/16/2023

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KIRK RATHBUN IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Member OF CANDY MOUNTAIN LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 12/21/2020
SIGNATURE: Michelle Cuellar
TITLE: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT: Franklin Co.
MY APPOINTMENT EXPIRES: 11/16/2023

BENTON COUNTY APPROVALS

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

BENTON COUNTY ENGINEER — DATE 12/21/2020

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS — DATE

CHAIRMAN, BENTON COUNTY PLANNING COMMISSION — DATE

BENTON-FRANKLIN HEALTH DISTRICT — DATE 12/21/2020

UTILITY APPROVALS

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:

BENTON P.U.D. NO. 1 — TITLE Designer — DATE 12-21-2020

CHARTER COMMUNICATIONS — TITLE Construction — DATE 12-21-2020

SUMMIT VIEW WATER WORKS — TITLE Manager — DATE 12-21-2020

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20___. PARCEL NO. 1-0988-400-0001-002

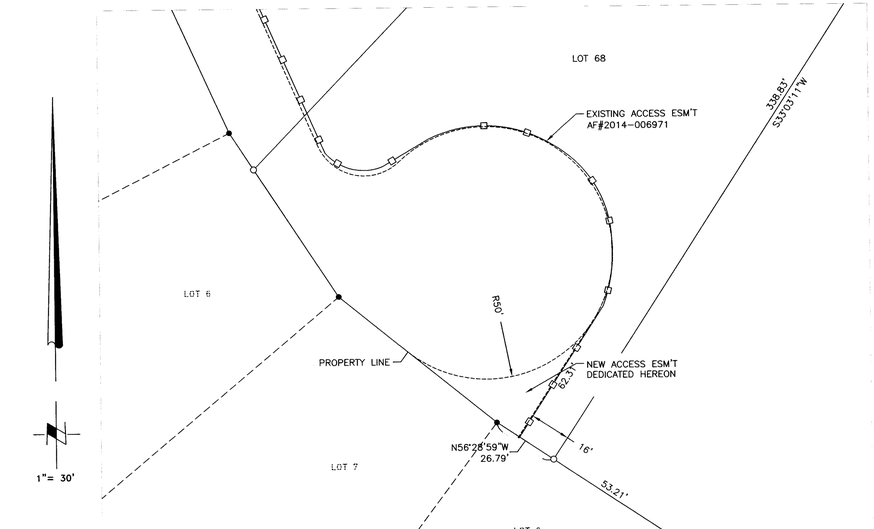
BENTON COUNTY TREASURER — DATE

BENTON COUNTY ASSESSOR — DATE

DAVID P. BAALMAN — STATE OF WASHINGTON — 41028 REGISTERED PROFESSIONAL LAND SURVEYOR

12-21-2020
DATE

WALL AND EASEMENT DETAIL



FENCE & PROPERTY LINE DETAILS

ALTERED FINAL PLAT OF STEEPLECHASE PHASE 2

LOCATED IN A PORTION OF SECTION 9,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

DAVID B BAAILMAN
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

12-21-2020
DATE

BENTON COUNTY SUBDIVISION ALTERATION APPLICATION

File No. SA 2020-002

RECEIVED
DEC 23 2020
Benton Co. Planning Dept.

1. Name of Proposed Plat Altered Final Plat of Steeplechase Phase 2

2. Name and address of Applicant Tri City Development Corporation
PO Box 1307 Gig Harbor WA 98355

Telephone 253-677-3402

If you wish to be contacted via email please list your email address:
thefourcs@comcast.net

3. Attach names and addresses of all legal owners affected by the alteration. Include both spouses if both are listed as legal owners.

4. Legal description (Parcel Numbers) of subdivision, or portion thereof, to be altered:
Final Plat of Steeplechase Phase 2 1-0988-400-0001-001

5. Explain reason for alteration requested: Include omitted line table items

6. Describe existing land uses on properties to be altered: Vacant

7. The applicant shall submit fifteen (15) copies of the preliminary plat showing the proposed alterations. The following information shall be included on the plat map:
   a. All information on the existing recorded plat.
   b. Proposed alterations clearly identified and shown on the plat.
   c. The map scale shall be at the same scale as the existing recorded plat.

The above information can be drafted upon a copy of the existing plat or plats or portion desired to be altered.

8. If the subdivision is subject to restrictive covenants which were filed at the time of the approval of the subdivision and the application for alteration resulted in the violation of a covenant, the application shall contain an agreement signed by all parties subject to the covenants providing that the parties agree to terminate or alter the relative covenants to accomplish the purpose of the subdivision or portion thereof.

9. Other comments or pertinent information: _____

_____

_____

I/we hereby state that I/we are the applicant(s)/owners of this application and that the owner(s) of the property hereby approve(s) this application. I/we also certify that the information given in this application is true and complete to the best of my/our knowledge.

Kirk A Rathbun	Kirk A. Rathbun	12-23-2020
Applicant's Signature	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date
_____	_____	_____
Signature of Legal Owners	Print Name	Date

If the applicant or legal owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Tri-City Development Corp.

By: Kirk A Rathbun (print name), Vice-President (Title)

Signature: _____ (Signature), Vice-President (Title)

The above signed officer of Tri-City Development Corp. (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Kirk A. Rathbun to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

(Persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.) Attach additional sheets if necessary for legal owners' signatures

FEE: $500.00 submitted with the application. Checks are to be made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. The recording fee payable to the Benton County Auditor is due at the time of recording.

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.

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

Zoning_____Comp Plan Designation_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	2021 Historic Preservation Grant Overview & Committee Funding Recommendations
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

The 2021 Historic Preservation Grant RFP was open September 1 – September 30, 2020 and received six (6) applications for project funding, totaling $48,026.40. The available yearly budget for the Historic Preservation Grant is $50,000. RCW 36.22.170 states that one dollar ($1) of the recording fee is placed in the Benton County Historical Preservation Fund 0157-101, to be used at the County Commissioners' discretion for promotion of historical preservation and/or programs in the County. Each year, the County calls upon a review committee to determine recommended project funding for Board of Commissioners' approval. The applications received are all being recommended for full funding award, as follows:

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	6,000.00	6,000.00
Benton County Museum	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**48,026.40**	**48,026.40**

Fiscal Impact

$48,026.40 from Historical Preservation Fund 0157-101

Recommendation

Staff recommends approval of all six (6) proposed projects as presented, for placement on the consent agenda on January 26, 2021.

Suggested Motion

No specific motion needed, just direction to staff to proceed as recommended.

2021 Historic Preservation Grant

Application Overview & Committee Funding Recommendations | January 12, 2021

Overview of Applications

ORGANIZATION	PROJECT	REQUEST	AWARD
Benton City Revitalization Organization	Historical Markers/Artifact Preservation	$ 6,000.00	$ 6,000.00
Benton County Museum & Historical Society	Library, Website, & Exterior Exhibits	10,000.00	10,000.00
Desert Fiber Arts	Preservation of Historic Looms	3,936.00	3,936.00
East Benton County Historical Society & Museum	The Oral History Project	7,680.00	7,680.00
REACH Museum	Outdoor Improvement Project	3,770.00	3,770.00
White Bluffs Quilt Museum	Archival Display Cases	16,640.40	16,640.40
	TOTAL	**$ 48,026.40**	**$ 48,026.40**

Benton City Revitalization Organization

Self-Guided Walking & Bike Trail Historical Markers/Artifact Phase 1

Materials and labor to produce and install multiple historical markers and artifacts along the current Benton City Walking and Bike Trail.

Description	Request	Award
Materials & Supplies	$ 4,800.00	$ 4,800.00
Labor	1,200.00	1,200.00
TOTAL	**$ 6,000.00**	**$ 6,000.00**

Benton County Museum & Historical Society

Library, Website, and Exterior Exhibits

This project includes three main parts:

1) Archival Library – purchase of guest computer, desk, and printer to create a searchable digital index for the Prosser newspaper microfiche collection.
2) Website upgrade, installation, and maintenance.
3) Exterior interpretive displays for the new 7th Street entrance

Description	Request	Award
Guest Computer, Desk, Printer	$ 1,000.00	$ 1,000.00
Searchable Digital Index for Prosser Newspaper Microfiche	1,000.00	1,000.00
Museum Website	3,000.00	3,000.00
Exterior Interpretive Displays	5,000.00	5,000.00
TOTAL	**$ 10,000.00**	**$ 10,000.00**

Desert Fiber Arts

Preservation of Historic Looms

Desert Fiber Arts is requesting funds to preserve historic looms, including enhancing their website and premiering their Learning Channel to improve community access to these items and information.

Description	Request	Award
Materials for preserving looms	$ 160.00	$ 160.00
HEPA air filter system	1,777.00	1,777.00
Bar code reader/printer/computer	799.00	799.00
Marketing/Learning Channel	1,200.00	1,200.00
TOTAL	**$ 3,936.00**	**$ 3,936.00**

East Benton County Historical Society & Museum

The Oral History Project – Digitization of Audio Cassettes

The East Benton County Historical Society & Museum has requested funds for the digitization of 240 audio cassettes of individual oral histories that have been collected over the past four+ decades.

Cassettes will be professionally remastered, repaired if necessary, and digitized at a cost of $25-$35 per cassette plus shipping. Cassettes will be digitized 10 at a time over the course ten months.

Description	Request	Award
Digitization of 240 Audio Cassettes	$ 7,680.00	$ 7,680.00
TOTAL	**$ 7,680.00**	**$ 7,680.00**

REACH Museum

Outdoor Improvement Project

This project will improve and replace old, faded interpretive signs on the REACH Animal Habitat Trail with 21 new interpretive signs with UV protection to enhance learning and improve visitor experience.

Description	Request	Award
Trail Interpretive Signs (21)	$ 3,770.00	$ 3,770.00
TOTAL	**$ 3,770.00**	**$ 3,770.00**

White Bluffs Quilt Museum

Archival Display Cases

The White Bluffs Quilt Museum is requesting funds to purchase two (2) new archival museum cases and related accessories to ensure that textiles are not exposed to damaging UV light or handled by visitors, while still allowing for 360-degree viewing and secured in a locking system. Cases will use less floor space than current displays, and are of museum archival quality.

Description	Request	Award
2 Archival Museum Cases	$ 10,390.00	$ 10,390.00
2 Pneumatic Locking Systems	1,641.70	1,641.70
2-Step Riser	1,175.50	1,175.50
Shipping & Processing	3,443.20	3,443.20
TOTAL	**$ 16,640.40**	**$ 16,640.40**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	2021 Benton County Legislative Agenda
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

Benton County's 2021 Legislative Agenda outlines and articulates the primary policies, projects, and programs that the County will emphasize during the upcoming 2021 Washington State legislative session and throughout the year. This document represents the County's top legislative priorities, and was compiled with input from managers, administration, and our consultants from Gordon Thomas Honeywell Governmental Affairs.

A virtual meeting with local legislators, including those recently elected, was held on December 8, 2020 to discuss these priorities in their draft form and to begin dialogue with these legislators about the upcoming session. This year will look different in Olympia, as COVID-19 restrictions continue to impact our state and the nation. Legislators, lobbyists, and the community are having to adjust to remote hearings, voting virtually, and other obstacles otherwise unheard of.

As such, the County opted to keep its legislative agenda short and focused on high-level issues rather than in-depth requests and priorities.

Fiscal Impact

No fiscal impact for this project.

Recommendation

Staff recommends approval of the attached Resolution and the 2021 Benton County Legislative Agenda.

Suggested Motion

I move to approve the Resolution adopting the Benton County 2021 Legislative Agenda as presented.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE BENTON COUNTY 2021 LEGISLATIVE AGENDA

WHEREAS, the Board of Benton County Commissioners wishes to outline and articulate its primary policies, projects, and programs to emphasize during the upcoming 2021 Washington State Legislative Session in order to focus the resources of the Commission, staff, and the County's legislative consultant; and

WHEREAS, the attached Legislative Priorities document represents the County's top legislative priorities, compiled with input from department managers, elected officials, and the County's consultants at Gordon Thomas Honeywell Governmental Affairs; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby adopts the attached Benton County 2021 Legislative Agenda as presented; and

BE IT FURTHER RESOLVED, that the establishment of these legislative priorities does not limit the County's advocacy in support or opposition to legislation that conforms to the positions the County has taken in the past or new positions to be taken on matters of importance to the County.

Dated this 12th day of January 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: …….
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Cc: Sustainable Development, Gordon Thomas Honeywell Governmental Affairs S. Palmus

BENTON COUNTY, WASHINGTON

2021 LEGISLATIVE AGENDA

COVID-19 RELIEF & RECOVERY

Continue funding for expenses related to the COVID-19 pandemic that will be incurred after January 1, 2021. This includes public health expenses, as well as emergency rental assistance, assistance for the homeless, and small business economic relief.

TWO RIVERS BEHAVIORAL HEALTH RECOVERY CENTER

There is a serious need for a behavioral health treatment center in the Tri-Cities region. Despite a higher than average suicide rate and one of the highest drug overdose rates in the state, the region ranks among the lowest in Washington in terms of access to behavioral health providers, with the nearest inpatient treatment services two and a half hours away. Benton County, in collaboration with the Kennewick Public Hospital District, is requesting funding for the acquisition and conversion of the Trios Auburn Street building into the Two Rivers Behavioral Health Recovery Center. The Center will provide a full continuum of behavioral health services for individuals at multiple points of entry, featuring a community/law enforcement referral point, withdrawal management and stabilization services, residential substance use treatment services, a 16-bed evaluation and treatment center, and more. A feasibility study is complete, showing sufficient demand for the Center and significantly reduced costs associated with renovation of an existing facility. Once completed, the facility will either be self-sustaining or require substantially less public or private operational support compared to a new publicly or privately owned facility.

PROTECT STATE-SHARED REVENUES & FUNDING FOR CRITICAL PROGRAMS

Counties, as agents of the state, provide essential regional and community services, many of which are state-mandated responsibilities. Over the years, the cost and number of these services has increased while shared revenues to local governments have been reduced or capped. As the Legislature considers revisions to the state budget, Benton County requests that the state defend state shared revenues and preserve funding for critical programs, including public health, public safety, affordable housing, behavioral health, human services, and economic development.

DEFEND AGAINST UNFUNDED MANDATES

In recent years, counties have struggled to keep up with annual cost increases associated with inflation and population growth: With slow-growing revenues and limitations on revenue increases, counties are struggling to maintain services at their current level, including state-mandated responsibilities. Facing budgetary constraints heightened by the COVID-19 pandemic, counties cannot afford to expand their breadth of services without assistance from the Legislature. Benton County opposes any attempts to pass down unfunded mandates to county governments.

SUPPORT OF PARTNER PRIORITIES

Benton County supports the legislative priorities of Washington State Association of Counties (WSAC), Washington Association of County Officials (WACO), the Yakima Basin Integrated Plan (YBIP), and the Salmon Recovery Funding Board.

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Financial Software upgrade
Presenter:	Debbie Calhoun
Prepared By:	Debbie Calhoun
Reviewed By:	Robert Blain

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

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

Summary / Background Information

The Board approved the 2021 to 2026 Capital Improvement Plan which included a project for replacing the current financial software. Eden the County's current Financial Software of twenty years is dated and needs to be upgraded or replaced.

New software will allow us to streamline and improve processes.

Over the last several months, staff has been researching internal processes and software options. After researching various options, it is recommended by staff that Munis would be a good solution for the County. This is based on Cost, length of upgrade process and staff buy in.

Fiscal Impact

Less than $800K

Recommendation

Give staff direction to move forward with negotiations with Tyler Technologies to upgrade financial software from Eden to Munis

Suggested Motion

n/a

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	January 12, 2021
Subject:	Board Discussion Regarding the Governor's Current Proclamation
Presenter:	Commissioner Will McKay
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

In late November 2020, Governor Jay Inslee issued a new set of statewide mandates closing certain businesses and restricting other activities for all of Washington State. The mandates were set to expire after the Thanksgiving holiday but have been extended multiple times and are still in place as of January 11, 2021.

On January 5, 2021 Governor Inslee also issued a new set of guidelines for how Counties may begin to reopen their economies, called the Healthy Washington – Phased Re-opening Plan. This plan groups Counties together into regions and sets certain metrics by which Counties may advance through phases, allowing more economic and recreational activity with each phase. Regions failing any metrics will also be automatically placed in a lower phase again with the higher restrictions. This plan was developed at the state level with apparently little input from local leaders.

Several Counties and Cities are considering proclamations calling on action at the state level to limit the powers of the Governor and place more control over reopening in the hands of local officials. Commissioner McKay has prepared some language for the Board's consideration and is seeking consensus on how the Board would like to proceed.

Fiscal Impact

N/A

Recommendation

Seeking direction from the Board

Suggested Motion

N/A

BENTON COUNTY BOARD OF COMMISSIONERS
RESOLUTION No._____

A RESOLUTION IN SUPPORT OF LOCAL PUBLIC HEALTH AGENCY MANAGEMENT OF COVID-19 PREVENTION AND RESPONSE, AND CALLING FOR IMMEDIATE CHANGE TO STATE COVID-19 MANAGEMENT, ENFORCEMENT POLICIES, AND STATUTORY LANGUAGE SETTING LIMITS ON STATE OF EMERGENCY DURATION WITHOUT LEGISLATIVE APPROVAL

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state; and

WHEREAS, on March 23, 2020, Governor Inslee issued Proclamation 20-25: "Stay Home, Stay Healthy", requiring Washingtonians to stay home unless they are engaged in an essential activity and restricting gatherings for social, spiritual, and recreational purposes and ordering all businesses closed unless they are designated as an essential business; and

WHEREAS, on May 31, 2020, Governor Inslee issued Proclamation 20-25.4: "Transition From "Stay Home, Stay Healthy" to County-By-County Phased Reopening" allowing phased reopening of qualifying counties based on "target metrics" intended to be applied as 'targets' and not hardline measures; and

WHEREAS, on October 13, 2020, Washington State Secretary of Health John Wiesman approved Benton County's application to move to Phase 2 of Governor Inslee's Phased Approach to Reopening Washington Plan with a warning that approval could be revoked "if circumstances change within your county jurisdiction on a county to county application, such as a significant community transmission, no or minimal access to COVID-19 testing, inadequate surge capacity in the hospital, inadequate PPE supplies, inadequate case and contact investigations, inadequate performance on daily contact for cases in isolation or contacts in quarantine, inadequate isolation or quarantine facilities, or other conditions warranting significant concern."; and

WHEREAS, since the move to Phase 2, the safe operation of Benton County businesses and establishments, including restaurants, bars, brewpubs, movie theaters, gyms, museums, and churches, have at no time ever been linked to "significant community transmission," proving that it is the behavior of individuals, not the conduct of the businesses and establishments themselves, that contribute to community transmission; and

DRAFT

WHEREAS, Benton County businesses and establishments under their representative local governments have been open, practicing all necessary transmission prevention behaviors, gainfully employing county residents, and safely serving the local community with no evidence that they are the direct cause of "significant community transmission"; and

WHEREAS, Kadlec Regional Medical Center, Trios Health, Lourdes Medical Center and Benton County medical providers have risen to the challenge and have not experienced, "no or minimal access to COVID-19 testing, inadequate surge capacity in the hospital, or inadequate PPE supplies"; and

WHEREAS, the Benton Franklin Health District staff, Public Health Officer Dr. Amy Pearson, and contracted community service providers have diligently carried out their duties and, for months, exceeded all case and contact investigation metrics established by the Washington State Department of Health and surpassed the performance of Washington State Centralized Investigators; and

WHEREAS, the Benton Franklin Health District continues to maintain daily contact for cases in isolation, the resources necessary for contacts to quarantine, and the ability to respond to outbreaks and high-risk settings; and

WHEREAS, Benton County and its elected officials and representative local governments have been leaders in the state in providing seven-day-a-week free drive-thru testing sites for all residents wishing to be tested, whether symptomatic or not; and

WHEREAS, Benton County has never been at risk of having "inadequate isolation or quarantine facilities"; and

WHEREAS, during this Phase 2 period, neither the Secretary of Health nor the Governor have moved to revoke Benton County's Phase 2 approval set forth in the Phase 2 approval letter; and

WHEREAS, Public Health Officer Dr. Amy Pearson has issued health orders directed to assist local citizens with preventing transmission while working to preserve the livelihoods of Benton County residents; and

WHEREAS, Governor Inslee has issued no less than 327 COVID-related proclamations with multiple amendments directed at all 39 counties, with varying transmission rates, demographics, community values, cultural norms and populations ranging from just over 2,000 to 2.6 million people; and

WHEREAS, Governor Inslee's Proclamation 20-25.8 of November 15, 2020 titled "Stay Safe – Stay Healthy" abruptly closed businesses which had not previously been identified as a systemic community transmission source in Benton County, in addition to extending the closures of

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restaurants and bars, fitness facilities and gyms, bowling centers, movie theaters, museums, zoos, aquariums, and limits guest numbers at weddings, funerals and religious services, restricts youth and adult sports, and bans singing indoors, all of which conflicts with Benton County's established policies; and

WHEREAS, the restrictions create inequities for independent businesses, small businesses, veteran owned, and minority owned businesses, of which a preponderance of burden is placed on our communities of color; and

WHEREAS, large national franchise retail businesses, following guidance from the Washington State Department of Health, remain open, which creates profound inequities for minority owned, independent businesses which are systemically discriminated against during the Covid-19 restrictions; and

WHEREAS, the minority owned retail businesses in the Benton County have not been presented with data confirming a preponderance of infections occurring as a result of their operations; and

WHEREAS, these same businesses, having previously been closed by gubernatorial health order, subsequently reopened in Phase 2 have invested significant time and financial resources to ensure customers and staff followed common-sense COVID-19 prevention protocols to limit transmission and keep business doors open; and

WHEREAS, Governor Inslee's "Healthy Washington Roadmap to Recovery" announced publicly January 5, 2021 creates subjective and arbitrary regions in which local elected officials and governments have no legal control or influence over the jurisdictions in which they are subject to inclusion with, and in which the democratic process of dually elected legislative bodies to create laws impacting the residents of Washington State was circumvented; and

WHEREAS, disruptions to workers and small businesses are serious, as small businesses are the backbone of our economy, and provide the foundation of employment, essential services for the community, a vital role in the overall health and welfare for citizens, and revenue for cities, counties and other public agencies to continue to provide essential services for the public welfare and benefit; and

WHEREAS, citizens who have lost their primary source of income due to economic impacts from the COVID-19 restrictions may be unable to afford to stay home or practice social distancing which could have a negative impact on the public's health; and

WHEREAS, the Benton County Board of Commissioners recognizes that one of its essential functions is to secure the health and welfare of Benton County's citizens under the dually elected representative local authorities within Benton County; and

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WHEREAS, the State of Washington and its Agencies not being bound by this Resolution, each resident of Benton County is encouraged to use their own judgment concerning future choices and actions; and

WHEREAS, the Benton County Prosecutor's Office is the legal advisor to the Benton County Board of Commissioners, and counsels the Board of County Commissioners regarding the need to operate within the confines of the law, while providing it with option-based legal advice when the Board of County Commissioners seeks to challenge regulations that it believes exceed the scope of authority.

NOW THEREFORE BE IT PROCLAIMED that the Board of Commissioners of Benton County, Washington, in the interests of securing the health and welfare of the citizens of Benton County, concludes that those businesses either closed or gravely impacted by Proclamation 20-25.8 and "Healthy Washington-Roadmap to Recovery" and which had previously operated using all necessary COVID-19 prevention protocols, have been unjustly, arbitrarily, and capriciously impacted along with the livelihoods of both owners and employees; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners calls on the residents and citizens of Benton County to support all local businesses by following all necessary COVID-19 prevention protocols, and continuing to support friends and neighbors employed locally by purchasing goods and services and patronizing establishments practicing COVID-19 prevention protocols; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners supports the work of the Benton Franklin Health District and Public Health Officer to advance the results they have achieved partnering with businesses, governments and public agencies, schools, healthcare facilities, community organizations, churches and citizens to minimize community transmission, mitigating the secondary community mental health impacts, and encouraging continued use of all necessary COVID-19 prevention protocols; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners recognizes and appreciates the work of local law enforcement and regulatory bodies to model all necessary COVID-19 prevention protocols and focus on educating citizens as the first and best option towards minimizing community transmission; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners concludes that local official governmental management of preventing community transmission spread, not sweeping state proclamations creating arbitrary regional boundaries over which we have no authority, is and remains the primary means of ensuring healthcare facility readiness by positively interacting with citizens to reduce the risk of what is proven to be the leading source of infection spread – casual social gatherings where prevention measures are not adhered to; and

DRAFT

BE IT FURTHER PROCLAIMED that the Board of County Commissioners calls on Governor Jay Inslee to recognize the democratically fundamental authority of local elected officials to effectively manage community transmission spread within their respective jurisdictions, and swiftly shift current state response policy to respecting, informing, supporting, and supplying local authorities' management directives and community messaging; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners calls on Governor Jay Inslee, state regulatory agency directors, and state agents charged with workplace compliance enforcement within Benton County to immediately cease issuance of fines and licensure sanctions, and instead adopt the model of local law enforcement agencies across the state by educating and encouraging businesses to follow all necessary COVID-19 prevention protocols where improvement opportunities may exist; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners firmly believes that only through swift and thorough action on the part of Legislative elected officials can publicly vetted improvements be made to the health and mental well-being of employers, employees, students, families and citizens alike be achieved; and

BE IT FURTHER PROCLAIMED that Benton County will take appropriate action to defend its citizens from proclamations which unlawfully violate due process rights, property rights or interferes unlawfully with representative democratic local government's lawful authority; and

BE IT FUTHER PROCLAIMED that the Board of County Commissioners is committed to protecting the Constitutional rights of its residents and will actively engage in lawful approaches to challenge regulations that the Board of County Commissioners believe are improper and will furthermore not expel resources on enforcement or assisting in the enforcement of aforementioned arbitrary and capricious proclamations and acts by Governor Jay Inslee; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners, in consideration of the indefinite nature of this State of Emergency, calls on Governor Jay Inslee and the Washington State Legislature to immediately begin examination and drafting of those measures necessary to amend statutory language under Title 43, Chapter 6 of the Revised Code of Washington for the purposes of requiring legislative approval for any State of Emergency lasting longer than 14 days and immediately nullifies the "Stay Home-Stay Healthy" and "Healthy Washington-Roadmap to Recovery" orders.

This Resolution shall become effective upon adoption and shall continue until further formal action of the Benton County Board of Commissioners.

DRAFT

PASSED this ____day of _____ 2021.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman

_____
Chairman Pro Tem

_____
Member

Constituting the Board of Commissioners
for Benton County, Washington

Attest:

_____
Clerk of the Board

DRAFT

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS FOR THE YEAR 2021; RESCINDING RESOLUTION 2020-144

BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2021 effective upon execution of this resolution.

CHAIRMAN OF THE BOARD ..... Jerome Delvin

CHAIRMAN PRO TEM ..... Shon Small

COUNTY ADMINISTRATOR ..... Jerrod MacPherson

CLERK OF THE BOARD ..... Cami McKenzie
..... Marilu Flores, Alt.

BENTON COUNTY ENGINEER ..... Douglas D'Hondt, PE

BENTON COUNTY PEST BOARD SUPERINTENDENT ..... Frank Wolf

BENTON COUNTY WSU EXTENSION DIRECTOR ..... Gwen-Alyn Hoheisel

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE ..... Brenda Chilton
..... Shyanne Palmus

BI-PIN ..... Jerrod MacPherson
Matt Rasmussen, Alt.

BENTON-FRANKLIN REGIONAL REVOLVING LOAN FUND BOARD ..... Will McKay
..... Jerome Delvin, Alt.

BEN FRANKLIN TRANSIT BOARD ..... Shon Small
..... Will McKay, Alt.

BENTON CITY LIBRARY CAPITAL FACILITIES AREA BOARD ..... Jerome Delvin
..... Shon Small
..... Will McKay

BENTON CLEAN AIR AUTHORITY ..... Will McKay
..... Jerome Delvin, Alt.

BENTON COUNTY EMERGENCY SERVICES BOARD ..... Jerome Delvin
..... Matt Rasmussen, Alt.

BENTON COUNTY FINANCE COMMITTEE (rotate w/chair) ..... Jerome Delvin

BENTON COUNTY HISTORICAL PRESERVATION COMMITTEE.....Shyanne Palmus

BENTON COUNTY LEOFF DISABILITY BOARD.....Shon Small

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS ..... Will McKay
.....Shon Small, Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD.....Jerome Delvin

BI-COUNTY HEALTH BOARD .....Shon Small
Jerome Delvin
Will McKay

COLUMBIA REGIONAL ECONOMIC DEVELOPMENT TRUST (CREDIT) ..... Will McKay

ENERGY COMMUNITIES ALLIANCE.....Jerome Delvin
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (ASO).....Shon Small
Kyle Sullivan, Alt.

HANFORD ADVISORY BOARD .....Bob Suyama
.....Larry Lockrem, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE…. ..... Will McKay

HANFORD COMMUNITIES..... Governing Board – Jerome Delvin
.....Administrative Board – Adam Fyall

HOMELESS HOUSING..... Kyle Sullivan

HUMAN SERVICES ADMINISTRATOR..... Kyle Sullivan

METRO..... Will McKay
.....Matt Rasmussen, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo).....Jerome Delvin

PARK BOARD ..... Adam Fyall

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (ex-officio).....Shon Small

SOLID WASTE ADVISORY COMMITTEE ..... Will McKay
Blanca Parham, Alt.

TRI-CITIES RIVERSHORE ENHANCEMENT COMMITTEE (TREC)
..... Strategic Committee – Adam Fyall
..... Technical Committee – Shyanne Palmus

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio) ..... Will McKay

TRI-CITY VISITOR & CONVENTION BUREAU..... Will McKay

TRI-COUNTY METROPOLITAN TRANSPORTATION.....Jerome Delvin
Will McKay, Alt.

TRIDEC..... Will McKay
Jerome Delvin, Alt.

WASHINGTON COUNTIES INSURANCE FUND.....Jerome Delvin
Lexi Wingfield, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES (WSAC)
Legislative Steering Committee (LSC) TRANSPORTATION ASSOCIATION.....Jerome Delvin
Board of Directors ..... Will McKay
Columbia River Caucus.....Jerome Delvin

WEST RICHLAND AREA CHAMBER OF COMMERCE.....Jerome Delvin

WORKFORCE DEVELOPMENT COUNCIL..... Will McKay
Shon Small, Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARD ..... Will McKay
Adam Fyall, Alt.

YAKIMA BASIN INTEGRATED PLAN..... Will McKay
Adam Fyall, Alt.

Dated this _____ day of _____, 2021.

_____
Chairman

ATTEST:

_____
Chairman Pro-Tem

_____
Clerk of the Board

_____
Member

Constituting the Board of
Benton County Commissioners

cc: website