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, February 9, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **February 2, 2021**

Review Agenda
Consent Agenda

Commissioners
a. Contract w/Visit Tri-Cities for Production & Marketing Associated With Public Outreach Campaign
b. Amended Contract w/Washington State Military Department for E911

Facilities
c. Payment Authorization to Coffey Refrigeration for Service Performed on Jail Kitchen Equipment

Human Services
d. Contract w/Debra Chapman for Transition Specialist Services
e. Coding Correction

Information Technology

f. Renewal of Microsoft Enterprise Agreement for Licensing Software From SHI International
g. Purchase of Justice AV Solutions IRecord IP Recording System From Justice AV Solutions for the Sheriff's Office
h. Purchase of Forensic Software License From Grayshift for the Sheriff's Office

Office of Public Defense

i. District Court Public Defense Services Contract w/Joseph White

Planning

j. Final Plat of Grace Estates – SUB 2020-010

Public Works

k. Acceptance of River Crest Place for Maintenance as a Rural Access Road
l. Vacation of a Portion of County Right-of-Way Abutting SR 397
m. Granting Franchise to Broadview Water Association to Place Pipeline System & Facilities
n. Construction Plans for Mt. View Meadows Phase 2 for Kendall Road
o. Award of BST Area 5 & Edge Repair to Central Washington Asphalt
p. Purchase of One Alamo Mantis Mower From Alamo Industrial
q. Purchase of Herbicides From Helena Chemical Co., Wilbur-Ellis Co., & Nutrien Ag Solutions
r. Contract w/Qal-Tek for Calibration of Density Gauges
s. Third Amended Contract w/HDR Engineering for Design of the Moderate Risk Waste Facility
t. Purchase of Two Ford F250 Pickups, Two Ford Explorers & Four Ford Escapes From Columbia Ford

Purchasing Department

u. Rejection of Bids for Pistol & Associated Accessories, Bid No. CB 20-37
v. Purchase of Uniforms & Accessories From Galls; Rescinding Resolution 2019-829

Risk Management

w. Contract w/WA State Military Department for Reimbursement for COVID-19 Response

Treasurer

x. Agreement w/Master's Touch for Formatting, Printing & Mailing of Property Tax Statements

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

Public Hearing

City of West Richland Franchise Renewal ~ C Woods

Other Business

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Tuesday, February 2, 2021, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Human Services Manager Kyle Sullivan; Cristina Woods, Public Works, via/WebEx; DPA Ryan Brown; Debbie Calhoun, Assistant Finance Manager.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of January 26, 2021 were approved.

Review Agenda

Jerrod MacPherson requested the following changes to the agenda:

- Pull "e" (Human Services Agreement w/Dept. of Treasury) for discussion

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "m". pulling "e" for discussion. Commissioner McKay seconded and upon vote, the Board approved the following:

Animal Control
a. Contract w/City of Benton City for Canine Shelter Services

Human Resources
b. Reappointment of Paul Hart to the Civil Service Commission Position
c. Reappointment of Mary Hutchins to the Civil Service Commission Position

Human Services

d. Third Amended Agreement w/WA State Dept of Commerce Eviction Rent Assistance Program

Information Technology

f. Purchase of One Laptop and Docking Station for Juvenile Justice From Dell, Inc.
g. Purchase of Two EMC S5248F ON and Two EMC S5224F ON Switches from Thornburg Computer Services

Planning

h. Purchase of Water Meters From General Pacific, Inc. for 2021

Public Works

i. Accepting Work Performed by EnviroTech Services for Magnesium Chloride Supply & Application Project
j. Accepting Work Performed by Central Washington Asphalt, Inc. for Bituminous Surface Treatment Area 4 & Edge Repair
k. Purchase of One Ford F450 Cab & Chassis w/Bed & Utility Boxes from National Auto Fleet Group
l. Line Item Transfer, Fund No. 0101-101, Dept. 500
m. Line Item Transfer, Fund No. 0155-101, Dept. 000

Public Comment

Deborah Lawrence, Benton County, called to object to a fee increase for affordable housing. The Board realized there was a mistake, as she was calling about Benton County, Oregon.

Consent Agenda Item "e" – Human Services Agreement with Department of Treasury

Kyle Sullivan said this funding was part of the federal government funds issued to help with rental assistance during the pandemic. He said as part of the application process there was a signature page attached that he signed when he submitted the application. However, the Dept. of Treasury applied that signature page to the contract and unbeknownst to his department, $6.1 million was deposited. He said this on the agenda today for signature by the Board to complete the process by approving the contract.

MOTION: Commissioner Small moved to approve the agreement between Benton County Human Services and U.S. Department of Treasury for Emergency Rental Assistance as presented. Commissioner McKay seconded and upon vote, the motion carried.

Public Hearing – Agreserves, Inc. dba AgriNorthwest Franchise Renewal

Cristina Woods submitted the application by Agreserves, Inc. dba AgriNorthwest to renew a Franchise Order and Agreement for an electrical and water system and facilities within Benton County road right of way. She said the Public Works Department recommended approval, subject to the listed conditions.

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

MOTION: Commissioner McKay moved to approve the franchise order and agreement with Agreserves, Inc. dba AgriNorthwest, subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Public Hearing – Badger Canyon Water Association Franchise Renewal

Cristina Woods presented the application by Badger Canyon Water Association to renew a Franchise Order and Agreement for a domestic water lines system within Benton County road right of way. She said the Public Works Department recommended approval subject to the listed conditions.

Public Testimony

Isaac Bedford, president of Badger Canyon Water Association, spoke in favor.

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

MOTION: Commissioner Small moved to approve the Franchise Order and Agreement with Badger Canyon Water Association, subject to the six items listed in the report to the Commissioners. Commissioner McKay seconded and upon vote, the motion carried.

Public Hearing – Sundown Estates Franchise Renewal

Cristina Woods submitted the petition filed by Sundown Estates to renew a Franchise Order and Agreement for domestic water line systems and facilities within Benton County road right of way. She said the Public Works Department recommended approval subject to the listed conditions.

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

MOTION: Commissioner Small moved to approve the Franchise Order and Agreement with Sundown Estates, subject to the six items listed in the report to the Commissioners. Commissioner McKay seconded and upon vote, the motion carried.

Financial Software Upgrade – Contract with Tyler Technologies

Debbie Calhoun presented the contract with Tyler Technologies for purchase of the Munis Software. She said the Board authorized her to negotiate a contract with Tyler Technologies on January 12. Additionally, she reported the Treasurer and his staff were now on board with the program. She discussed the following phases:

- Goal for implementation to begin prior to developing the 2023-2024 budget
- Phase 2 – HR and Payroll
- Phase 3 – asset management and possible Facilities and IT module

The amount of the contract was $716,402.00 plus WSST and a 5% contingency, for a total amount of $752,000.00.

MOTION: Commissioner McKay moved to approve the contract with Tyler Technologies for purchase of the Munis Software Upgrade as presented. Commissioner Small seconded and upon vote, the motion carried.

Jail Use Agreement – Cities of Kennewick, Prosser, Richland and West Richland

Jerrod MacPherson presented the Jail Use Agreements with the cities of Kennewick, Prosser, Richland and West Richland. He said they had been in negotiations for the better part of 2020 and submitted the final counterproposal to them on December 22, 2020. After receiving that counterproposal, the cities accepted the terms. A few changes included adding an exhibit that described two scenarios for felony holds and clarifying the definition of "city prisoner day". DPA Ryan Brown explained their concern was they did not want to be charged if the Sheriff or State Patrol arrested someone in the city limits, so it was changed to clarify if someone were brought in by a city officer.

All parties agreed with following the three-year rolling average and Mr. MacPherson recommended approval.

MOTION: Commissioner Small moved to approve the Jail Use Agreements with the cities of Kennewick, Prosser, Richland, and West Richland as presented. Commissioner McKay seconded and upon vote, the motion carried.

Mr. Brown added that with the percentages based on rolling averages, most of the cities stayed the same, except Kennewick went down 4% and Benton County's percentage went up that same amount.

Other Business

Vaccination Site - Fairgrounds

Commissioner Small said he talked to the Health Department and they could not speak highly enough and gave much credit and thanks to Matt Rasmussen for assisting and getting the vaccination site up and running.

Chairman Delvin said he went on site and heard the same comments and that Benton County had the best performing site in the State.

Commissioner McKay commented it was very impressive to see the number counts for the vaccines and how everyone worked together as a team.

Executive Session – Review the Qualifications of an Applicant for Public Employment

The Chairman announced at 9:28 a.m. the Board would go into executive session for up to 20 minutes to review the qualifications of an applicant for public employment. The Board briefly recessed to reconvene in the Executive Conference Room.

Present were Chairman Delvin, Commissioner McKay, and Commissioner Small (via/teleconference), Jerrod MacPherson, Stephen Hallstrom, Matt Rasmussen, Bill Spencer, and Cami McKenzie. The Board came out of executive session and briefly recessed to reconvene back in the Commissioners' Conference Room.

The Board came out at 9:50 a.m. No decisions were made in executive session.

MOTION: Chairman Delvin moved to approve the salary request statement as presented and have the employee placed at 6I. Commissioner Small seconded and upon vote, the motion carried.

Accounts Payable

Check Date: 01/29/2021

Warrants #: 21422-214513
Total all funds: $697,660.90

Warrants #: 214366-214421
Total all funds: $345,945.09

EFT's #: 1626
Transfers #: 01292104-01292108
Total all funds: $253,735.06

EFT's #: 1602-1625
Transfers #: 01292101-01292103
Total all funds: $163,423.10

Resolutions

2021-120: Contract w/City of Benton City for Canine Shelter Services
2021-121: Reappointment of Paul Hart to the Civil Service Commission Position
2021-122: Reappointment of Mary Hutchins to the Civil Service Commission Position
2021-123: Third Amended Agreement w/WA State Dept of Commerce Eviction Rent Assistance Program
2021-124: Purchase of One Laptop and Docking Station for Juvenile Justice From Dell, Inc.
2021-125: Purchase of Two EMC S5248F ON and Two EMC S5224F ON Switches from Thornburg Computer Services
2021-126: Purchase of Water Meters From General Pacific, Inc. for 2021
2021-127: Accepting Work Performed by EnviroTech Services for Magnesium Chloride Supply & Application Project
2021-128: Accepting Work Performed by Central Washington Asphalt, Inc. for Bituminous Surface Treatment Area 4 & Edge Repair
2021-129: Purchase of One Ford F450 Cab & Chassis w/Bed & Utility Boxes from National Auto Fleet Group
2021-130: Line Item Transfer, Fund No. 0101-101, Dept. 500

2021-131: Line Item Transfer, Fund No. 0155-101, Dept. 000
2021-132: Approving Submittal of Agreement Between Human Services and US Dept. of Treasury
2021-133: Purchase of Munis Software Upgrade from Tyler Technologies
2021-134: Approving Agreement for Use of Jail Facilities with City of Kennewick
2021-135: Approving Agreement for Use of Jail Facilities with City of Prosser
2021-136: Approving Agreement for Use of Jail Facilities with City of Richland
2021-137: Approving Agreement for Use of Jail Facilities with City of West Richland

There being no further business before the Board, the meeting adjourned at approximately 9:51 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Personal Service Contract with Visit Tri Cities
Presenter:	
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson, Eric Andrews

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

Type of Agenda Item:

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

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

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

Summary / Background Information

As part of the on-going COVID 19 pandemic response, Benton County entered into an agreement with Visit Tri Cities Inc to create and publish television spots, radio spots and social media ads providing information about the pandemic response and encouraging responsible behavior from County residents. The Contract was funded using money from the County's CARES allocation and covered the time period between September 2020 and November 2020 when the funding ran out.

As the County transitions into a new reopening phase and works to administer vaccinations, the need for consistent messaging is greater than ever. Because Visit Tri Cities has produced messaging for the County in the past, has established a close working relationship with the Benton Franklin Health District, and has a deep understanding of what message is effective in the community, it makes sense to utilize them again to continue our outreach.

The Board authorized staff to work out a new agreement with Visit Tri Cities with a cost not to exceed $100,000 in December 2020. Since then, staff has been working with Franklin County and the Cities of Kennewick, Richland and Pasco to jointly fund a messaging campaign. The County also recently learned that costs for public messaging are an eligible expense under grants from FEMA at a reimbursement rate of 75%.

A contract for $150,000 has been prepared that will cover the messaging costs from January and February.

Fiscal Impact

The total contract amount is $150,000. 75% of that, $112,500 will be reimbursed by FEMA, the remaining $37,500 will be split between the partners. The net County expense will be $18,612.54.

Recommendation

Staff recommends that the Board approve the Personal Services Agreement with Visit Tri Cities.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A PERSONAL SERVICES CONTRACT WITH VISIT TRI-CITIES FOR THE PRODUCTION AND MARKETING ASSOCIATED WITH A PUBLIC OUTREACH CAMPAIGN

WHEREAS, on February 29, 2020 the Governor of the State of Washington declared that a state of emergency exists in all counties in the State of Washington; and

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 pandemic; and

WHEREAS, as part of its continued response to the COVID-19 pandemic, the Board of County Commissioners desires to continue public outreach and messaging about masking, social distancing and other pandemic related issues; and

WHEREAS, Visit Tri-Cities has assisted the County in the past with a campaign on mask wearing, social distancing and other pandemic related issues and is capable of providing the necessary services to create such a campaign; and

WHEREAS, the Board of County Commissioners believes it to be in the public interest to contract with Visit Tri-Cities for this work with a portion of the cost being reimbursed through a grant and partnership with Franklin County and the Cities of Kennewick, Richland and Pasco.

NOW, THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached personal services contract with Visit Tri-Cities in an amount not to exceed $150,000 including Washington State Sales Tax and with an ending date of June 30, 2021.

Dated this 9th day of February 2021.

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: .....
Clerk of the Board

cc: Commissioners M. Rasmussen

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 **VISIT TRI-CITIES**, a corporation organized under the laws of the State of Washington with its principal offices at 7130 W. Grandridge Blvd. Suite B, 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 - Scope of Work and Fees

2. DURATION OF CONTRACT

The term of this Contract shall begin on the last date signed and shall expire on June 30, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide print, digital, television, radio/streaming music production and advertising for a public outreach campaign related to the on-going County response to the COVID-19 pandemic. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work and Fees", 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. All work shall be completed by June 30, 2021.

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:	Micheal Novakovich, President & CEO
Address:	7130 W. Grandridge Blvd., Ste. B Kennewick, WA 99336
Phone:	509-735-8486
Email:	michael@visittri-cities.com

b. For COUNTY:

Name:	Matt Rasmussen, Deputy County Admin.
Address:	7122 W. Okanogan Place, Building A Kennewick, WA 99336
Phone:	509-786-5600
Email:	matt.rasmussen@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid up to one hundred fifty thousand dollars ($150,000), including W.S.S.T., in accordance with Exhibit A, "Scope of Work and Fees", 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 one hundred fifty thousand dollars ($150,000), including W.S.S.T.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

b. No amendment or modification shall be made to this Contract,

unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all

claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **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.

- **This section left blank intentionally** -

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

Dated: _____

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: _____

FOR: VISIT TRI-CITIES

_____
Signature

President & CEO
Title:

Michael Novakovich
Print Name

EXHIBIT A

Visit Tri-Cities
COVID-19 Mitigation & Economic Recovery Proposal

In order for our region to advance the work of recovering our economy and way of life, we must continue to communicate broadly to the residents of Benton and Franklin Counties that all residents play a crucial role in our ability to restore public health, preserve businesses, jobs and our local economy; behaviors of residents of the region are the key determinant of Benton and Franklin Counties' ability to move to subsequent phases of the Washington State Safe Start Phased Approach.

Proposed In-Market Campaign encourages residents to continue to practice safety measures and protocols in place by the Benton Franklin Health District, State and Federal public health entities to mitigate the transmission of COVID- 19. The campaign will also provide pertinent messaging regarding vaccination.

COVID Mitigation/In-Market Campaigns

Overview

While Visit Tri-Cities' primary mission is to attract visitors to the region, the organization demonstrated its ability to pivot early on in the pandemic to focus on local support for area businesses, acting as a business responder. As the pandemic progressed, VTC expanded community efforts to create and execute messaging to support local endeavors such as the preservation of businesses, jobs and public health endeavors such as the use of face coverings, social distancing adherence, limiting gathering size and good hand hygiene practices. Most recently, VTC partnered with Benton County in late summer and fall of 2020 to provide community-wide COVID mitigation communications to our community in coordination with the Benton-Franklin Health District.

Target Market: Visit Tri-Cities will target Benton and Franklin Counties with a population of approximately 300,000.

Market Segments: The Washington State Department of Health has identified demographic groups that are experiencing the highest rates of infection.

- Men and Women ages 20-39 are the age group experiencing the highest rate of infection.
- Men and Women ages 40-59 are the second most infected age group.
- Men and Women ages 60-79 have the highest percentage of hospitalization and deaths.
- 35% of confirmed cases in Washington are Hispanic.

Deliverables

Visit Tri-Cities will create and execute deliverables to amplify messaging from the Benton-Franklin Health District as well as create unique messaging to mitigate the adverse economic and public health impacts of COVID-19 with the intent of reducing the spread of COVID during winter. This would include campaigns to support adherence to mask wearing, social distancing and limiting gathering size. Visit Tri-Cities will also create and deliver vaccination messaging in coordination with the BFHD. Vaccine messaging would provide education about vaccination to encourage participation, communicate realistic vaccine expectations so individuals receive the second dose (there is concern some will opt out of the second dose due to discomfort), debunk vaccine myths and encourage the continuation of COVID mitigation practices until the appropriate time when we have our community vaccinated. Deliverables to be used within Benton and Franklin Counties would be developed in English and Spanish.

- :30 broadcast and OTT commercials
- :15 pre-roll videos
- Social media display ads
- Digital display ads
- :15 and :30 radio

Budget – In Market Campaign: $150,000

Digital Advertising: $36,000

This includes display and banner ads that would be targeted to the population Benton and Franklin Counties, with a special emphasis on the above-mentioned demographics.

Television & OTT (streaming platforms): $72,000

Broadcast and OTT spots provide significant opportunity for engagement. However, they are the costliest marketing medium in the proposed mix. Fortunately, we can expect to receive matching spots from the participating broadcast stations, increasing the total televised spots exponentially during the eight-week campaign.

Radio/Streaming Music: $12,000

Radio and streaming music ad placement is very economical, comparatively. We can also expect to receive matching spots from the participating stations. Again, exponentially increasing the total spots delivered over the eight-week campaign. Streaming advertising is more targeted and would deliver impressions (per listen) based on budget rather than placements.

Production: $15,000

The production budget allows for three English and three Spanish to developed in-house

by Visit Tri-Cities or through a subcontractor to support the above tactics.

VTC Creative Development, Creative Directing and Campaign Management: $15,000

Production Outline

Proposed budget and suggested production is expected to achieve optimal exposure using multiple channels, a high frequency, and the use of existing and fresh creatives targeted at several key demographics. While we feel the recommended budget allows for the achievement of the desired goal – frequency and/or channels can be scaled down to reduce expense.

The intent would be to deploy existing creatives immediately and develop fresh creatives in early January to run for the balance of the campaign.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 2, 2021 (if possible) or February 9, 2021
Subject:	02/09/21 – E911 Coordinator Professional Development (CPD) Contract E21-008 Amendment A – Acceptance
Presenter:	
Prepared By:	Carole Cimrhakl, Benton County Emergency Services
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

For Benton County to be reimbursed for certain approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County regularly enters into contracts with Washington State Military Department. Benton County has previously accepted E911 CPD Contract E21-008. Amendment A is an additional grant award which fully funds the upgrade of NICE Inform software at Benton County Emergency Services (BCES). The software is used to provide audio recordings for Public Disclosure Requests (PDRs).

Washington State Military Department realized significant savings in personnel costs due to State Emergency Communications Office staff assisting with the COVID-19 pandemic in the state Emergency Operations Center and offered these funds as grant awards to the counties. BCES applied for and was granted a portion of this additional funding in the amount of $29,453.

Fiscal Impact

The original contract award of $50,184 will be increased by $29,453 for a total contract award of $79,637. The performance period remains unchanged from July 1, 2020 and expires on August 15, 2021. Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed $29,453 as stated in Amendment A.

Recommendation

Benton County Emergency Services recommends Benton County should accept E911 CPD Contract E21-008 Amendment A in the amount of $29,453 with Washington State Military Department to fund the upgrade of NICE Inform software at Benton County Emergency Services.

Suggested Motion

Move to approve and accept E911 CPD Contract E21-008 Amendment A in the amount of $29,453 with Washington State Military Department to fully fund the upgrade of NICE Inform software at Benton County Emergency Services.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT #E21-008 AMENDMENT A BETWEEN BENTON COUNTY AND WASHINGTON STATE MILITARY DEPARTMENT FOR E911

WHEREAS, in order for Benton County to be reimbursed for certain approved incurred eligible expenses as described in WAC 118-66-050 and E911 policies, Benton County must enter into a contract with the Washington State Military Department; and

WHEREAS, the Board of Benton County Commissioners have previously accepted and entered into Contract #E21-008 with the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; and

WHEREAS, the Washington State Military Department has realized significant savings in personnel costs due to State Emergency Communications Office staff assisting with the COVID-19 pandemic in the state Emergency Operations Center; and

WHEREAS, the Washington State Military Department has offered these additional funds to Washington counties in the form of grants for the reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; and

WHEREAS, Benton County Emergency Services applied for, and was granted, a portion of this additional funding in the amount of $29,453 to fund an upgrade of NICE Inform software which is used to provide 911 recordings; and

WHEREAS, Benton County must enter into a contract with the Washington State Military Department to accept these additional appropriated funds in the form of Amendment A to original Contract #E21-008 in the amount of $29,453 for reimbursement of the approved eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; and

WHEREAS, Benton County Emergency Services recommends entering into Contract #E21-008 Amendment A with the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide, **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached Contract #E21-008 Amendment A between Benton County and the Washington State Military Department for reimbursement of those approved incurred eligible expenses, as described in WAC 118-66-050 and the E911 policies, that are necessary to operate Enhanced 911 countywide; and

BE IT FURTHER RESOLVED, the original contract award of $50,184 will be increased by $29,453 for a total contract award of $79,637; and

BE IT FURTHER RESOLVED, the attached contract amendment performance period remains unchanged from July 1, 2020 and expires August 15, 2021; and

BE IT FURTHER RESOLVED, Washington State Military Department shall reimburse Benton County with a total reimbursement amount not to exceed $29,453 as stated in the attached contract amendment.

Dated this _____ day of_____, 2021

_____
Chairman of the Board

_____
Chairman Pro-Term

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

SECO COUNTY Coordinator Professional Development (CPD) Contract SFY 2021

AMENDMENT

1. CONTRACTOR NAME/ADDRESS:	2. CONTRACT NUMBER:	3. AMENDMENT NUMBER:
Benton County Agency (COUNTY) **Post Office Box 190** **Prosser, Washington 99350**	**E21-008**	**A**

4. CONTRACTOR CONTACT, PHONE/EMAIL:	5. MD STAFF CONTACT, PHONE/EMAIL:
Kim Lettrick/509.942.8595 **k.lettrick@bces.wa.gov**	**Teresa C Lewis/253-512-7481** **Teresa.lewis@mil.wa.gov**

6. TIN or SSN:	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: **NONE**	8. FUNDING SOURCE NAME/AGREEMENT #:
91-6015119		**RCW 38.52.510, .540, .545 & WAC Chapter 118-66**

9. FUNDING AUTHORITY:

Washington State Military Department (DEPARTMENT) and **State Enhanced 911 Funds**

10. DESCRIPTION/JUSTIFICATION OF AMENDMENT:

This amendment adjusts the funds in the Budget Sheet (ATTACHMENT E) based on updated expenditures, also to include contract modification.

11. AMENDMENT TERMS AND CONDITIONS:

1. Contract expiration date August 15, 2021 remains **unchanged** as described on page 2 of this amendment.
2. Contract performance period of July 1, 2020 through June 30, 2021 remains **unchanged** as described on page 2 of this amendment.
3. **Change** the overall FY21 funding amount **from** $50,184 **to** $79,637; an increase of $29,453 as described on page 2 of this amendment.
4. **Replace** Original Budget Sheet Attachment E **with** attached Revised Budget Sheet Attachment E.
5. **Change** the FY21 CPD6 funding amount from $0 to $29,453; an increase of $29,453 as described on page 2 of this amendment.

This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

IN WITNESS WHEREOF, the parties have executed this amendment:

FOR THE DEPARTMENT:	FOR THE CONTRACTOR:
_____ Signature Date Regan Anne Hesse, Chief Financial Officer Washington State Military Department	_____ Signature Date Jerome Delvin, Chair Benton County Board of Commissioners

Form Date: 10/27/00

Washington State Military Department
Amendments to Contract E21-008

1. Contract expiration date August 15, 2021 remains **unchanged**.
   a) On Contract Face Sheet, Box 6.
2. Contract performance period of July 1, 2020 through June 30, 2021 remains **unchanged**.
   a) On Attachment A, Section VI - SPECIAL TERMS AND CONDITIONS, Section VI. PERFORMANCE PERIOD AND PAYMENT.
   b) On Attachment A, Section VII, B - THE COUNTY AGREES TO Use of Funding.
   c) On Attachments C-F, dates under the page headings.
3. **Change** the overall FY21 funding amount **from** $50,184 **to** $79,637 an increase of $29,453.
   a) On Contract Face Sheet, Box 2. ~~$50,184~~ $79,637
4. Replace the Original Budget Sheet (ATTACHMENT E) with the attached Revised Budget Sheet (ATTACHMENT E), which amends the following:
   a) **Change** the FY21 CPD6 funding amount ~~$0~~ $29,453.

REVISED BUDGET SHEET
SECO COUNTY CPD CONTRACT – SFY 2021
July 1, 2020 – June 30, 2021

	SFY2021 - Original	SFY2021 - Revised
Coordinator Professional Development	**$ 50,184**	**$ 79,637**
TOTAL CONTRACT NOT TO EXCEED	**$ 50,184**	**$ 79,637**

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION	DATE SUBMITTED
BENTON COUNTY	*1/28/2021*
PROJECT DESCRIPTION	**CONTRACT NUMBER**
FY21 SECO County Coordinator Professional Development (CPD) Contract	E21 - 008

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jerome Delvin	Benton County Commissioner Board Chairman

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
John W. Bruce	Chief John Bruce	BCES Director/RPD Chief
R. Kim Lettrick	Kim Lettrick	SECOMM Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
John W. Bruce	Chief John Bruce	BCES Director/RPD Chief
R. Kim Lettrick	Kim Lettrick	SECOMM Manager

Please complete form with any new contract or any time personnel changes.
Submit one original to State E911 Office

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT

CAMP MURRAY, WASHINGTON 98430-5122

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION	DATE SUBMITTED
BENTON COUNTY	***1/28/2021***
PROJECT DESCRIPTION	CONTRACT NUMBER
FY21 SECO County Coordinator Professional Development (CPD) Contract	E21 - 008

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jerome Delvin	Benton County Commissioner Board Chairman

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Chief John Bruce	BCES Director/RPD Chief
	Kim Lettrick	SECOMM Manager

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Chief John Bruce	BCES Director/RPD Chief
	Kim Lettrick	SECOMM Manager

Please complete form with any new contract or any time personnel changes.
Submit one original to State E911 Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Authorizing Payment to Coffey Refrigeration
Presenter:	
Prepared By:	Cami McKenzie
Reviewed By:	Jeff Jones

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 November 2020 the Benton County Jail required repairs to the left tilt skillet and rotisserie oven kitchen equipment as they were not working properly. Due to the urgent nature of the matter, the Facilities Manager proceeded with the purchase of parts and repair of the tilt skillet and rotisserie oven to get the equipment in proper working order.

The total invoice for these repairs is $3,561.58 and it has exceeded the maximum amount of the contract by $1,640.93 and requires Board approval for payment of the invoice.

Fiscal Impact

Recommendation

Approve Resolution authorizing payment to Yoder, Inc. dba Coffey Refrigeration in the amount of $3,561.58, including WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING PAYMENT TO YODER, INC. DBA COFFEY REFRIGERATION FOR SERVICE PERFORMED ON JAIL KITCHEN EQUIPMENT

WHEREAS, in November 2020 the Benton County Jail required repairs to the left tilt skillet and rotisserie oven kitchen equipment as they were not working properly; and

WHEREAS, Benton County Facilities has a contract with Coffey Refrigeration per Resolution 2017-373 as amended by 2018-693 and 2020-278 in the total amount of $44,999.00, for maintenance and repair of the jail kitchen equipment, and said contract expired on December 31, 2020; and

WHEREAS, due to the urgent nature of the matter, the Facilities Manager proceeded with the purchase of parts and repair of the tilt skillet and rotisserie oven to get the equipment in proper working order; and

WHEREAS, the total invoice for these repairs is $3,561.58 and it has exceeded the maximum amount of the contract by $1,640.93 and requires Board approval for payment of the invoice; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners hereby authorizes payment to Yoder, Inc. dba Coffey Refrigeration for repair and service to the tilt skillet and rotisserie oven in the jail kitchen in the amount of $3,561.58 including WSST.

Dated this . . . . . day of . . . . . , 2021.

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 C. McKenzie

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Execute Agreement PSC-2021-CHAPMAN-00 with Debra Chapman
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to contract with Debra Chapman to provide transition services to families in our communities by connecting them to transition services available for those in age from 15 to 21. The Transition Specialist will make connections in the school districts in our communities to identify the needs of individuals with Intellectual /Developmental Disabilities (I/DD) in the school district and their families. The Transition Specialist will coordinate the Interagency Transition Network (ITN) group and assist with coordinating the ITN Transition Fair.

Fiscal Impact

Amount: $0.00

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

Recommendation

- Sign the Resolution to accept the proposed Agreement PSC-2021-CHAPMAN-00
- Approve the proposed Personal Service Contract by signing all the copies where indicated

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF PERSONAL SERVICE CONTRACT #PSC-2021-CHAPMAN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DEBRA CHAPMAN

WHEREAS, this Personal Service Contract serves to provide transition services to families in our communities by connecting them to transition services available for those ages 15-21, by making connections in the school districts to identify the needs of individuals with Intellectual/Developmental Disabilities (I/DD) in school and their families; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed Personal Service Contract #PSC-2021-CHAPMAN-00 between Benton County Department of Human Services and Debra Chapman; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, Personal Service Contract #PSC-2021-CHAPMAN-00 for a total consideration to $14,460.00; and

BE IT FURTHER RESOLVED, that the agreement shall be effective January 1, 2021 through June 30, 2021.

Dated this . . . .day of . . . . . , 2021

_____
Chairman

_____
Member

_____
Member

Attest: _____
Clerk of the Board
Constituting the Board of County Commissioners
of Benton County, Washington

cc: Benton County Commissioners, Human Services

Clark

BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-2021-CHAPMAN-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, a political subdivision with its principal offices at 7102 W. Okanogan Pl. Ste. 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **DEBRA CHAPMAN** an individual with its principal offices at 306 E. 2nd Avenue, Ritzville, WA 99169 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Scope of Work; and
b. Exhibit B - Budget
c. Exhibit C - Documentation
d. Exhibit D - County Invoice
e. Exhibit E - Mileage Sheet

2. DURATION OF CONTRACT

The term of this Contract shall begin on January 1, 2021 and shall expire on June 30, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide transition services to families in our communities by connecting them to transition services available for those in age from 15 to 21. The Transition Specialist will make connections in the school districts in Benton and Franklin Counties to identify needs of individuals with I/DD in the school district and their families. The Transition Specialist will coordinate the Interagency

Transition Network (ITN) group and assist with Coordinating the ITN Transition Fair. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

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

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

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

e. The CONTRACTOR shall confer with the COUNTY regularly during the progress of the work. The CONTRACTOR shall prepare and present an annual report on services provided to the community by June 30, 2021.

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:	Debra Chapman
Address:	306 E. 2nd Avenue Ritzville, WA 99169
Phone:	253-335-6835
Email:	debankids@yahoo.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Pl., Ste.201 Kennewick, WA 99336
Phone:	509-783-5284
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid $25.00/hr as stated in Exhibit B "Budget", which is attached hereto and incorporated herein by reference. Compensation shall not exceed fourteen thousand, four hundred, sixty dollars and no cents ($14,460.00) during the contract period.

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

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

d. ***Invoices shall be submitted by the 10th of the month following the month in which services are provided.*** Submitted invoices shall include Exhibits C, D, E and receipts for operating supplies. Documents can be submitted via email to mari.clark@co.benton.wa.us.

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. **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 Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

b. All design work done by the CONTRACTOR shall be done on

AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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

Dated: _____

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: 1-11-2021

FOR: DEBRA CHAMPMAN

Debra A. C
Signature

Transition Specialist
Title:

Deborah A. Chapman
Print Name

Approved as to Form

_____
Human Services Manager

Benton County Independent Contractor
Transition Specialist Statement of Work

The Transition Specialist will provide services to families in our communities by connecting them to transition services available for those in age from 15 to 21. The Transition Specialist will make connections in the school districts in Benton and Franklin Counties to identify needs of individuals with I/DD in the school district and their families. The Transition Specialist will coordinate the Interagency Transition Network (ITN) group and assist with Coordinating the ITN Transition Fair.

Job duties are as follows but not limited to:

- Develop and maintain relationships with school districts, employment agencies, employers, families, and other community members.
- Connect families with available services for transition services and other needs.
- Host and Coordinate the Interagency Transition Network meetings.
    - Coordinate annual job fair
- Network with school's programs to understand how their programs operate to better assist families with navigating available services.
- Maintain thorough and complete records of activities performed under the contract.
- Performs other related duties as assigned.

EXHIBIT "B"

Benton County Department of Human Services
Budget Worksheet for Agreement #PSC-2021-Chapman-00
January 1, 2021 – June 30, 2021

Budget Item	State Fund
OPERATING EXPENSES	
Office/Cell Phone	$660.00
Printing/Supplies	$300.00
TRAVEL EXPENSES	
Local Travel (mileage)	$500.00
COORDINATOR TIME AND EFFORT	
Wages (26 weeks x 20 hours x $25/hr)	$13,000.00
Total	**$14,460.00**

Exhibit "D"

Hours Documentation Detail

Benton County Parent Coalition

Date	Time	Fund Src	Notes
EXAMPLE NOTES			
11/1/16	2.0	S	Met with Mari for our weekly meetings. We discussed the forum and what we should change or what to keep. Discussed the changes with PV services and upcoming leg issues.
11/2/16	.5	M	Exchanged emails with Senator Brown on legislation issues regarding PV services and the clients right to have a choice in services. Represented the parents and families of Benton & Franklin Counties.
11/5/16	.25	S	Entered billing for the week.
11/10/16	1.0	S	Received emails from parents and distributed emails to parents on the following subjects: (enter subject of emails)
Date	Time	Fund Src	Notes

DEVELOPMENTAL DISABILITIES SERVICES
INVOICE VOUCHER
2021

Agency:	**Debbie Chapman**	**Contract #:**	
			#PSA-2021-Chapman-00
Address:	306 E 2nd Avenue, Ritzville, WA 99169	**Service Month:**	
			Month of Service:

Benton County

Budget Code	Service Category	Amount Billed
568.40	Community Information Activities	$ -
	Other:	
	SUBTOTAL (AMOUNT BILLED)	$ -
Prior Month's Adjustments (if any)		
	TOTAL AMOUNT PAID	$ -

Franklin County

Budget Code	Service Category	Amount Billed
568.40	Community Information Activities	$ -
	Other:	
	SUBTOTAL (AMOUNT BILLED)	$ -
Prior Month's Adjustments (if any)		
	TOTAL AMOUNT PAID	$ -

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished under the terms of the Agreement with Benton/Franklin Counties, and that all goods furnished and/or services rendered have been provided without discrimination.

Signature: _____

Title: _____ Date: _____

Parent Coalition Services Invoice for State

Month

Contact: Debbie Chapman
206 E 2nd Avenue
Ritzville, WA 99169

Contract #
#PSC-2021-Chapman-00

Coordinator Time and Effort			
Date	Description	Time in Hours	Line Total
		Subtotal	$0.00

Travel Expenses		
Date	Occasion/Reason	Amount
	Subtotal	$0.00

Operating Expenses		
Date	Description	Amount
	Subtotal	$0.00

Total Amt Bille	$0.00

TRAVEL EXPENSE VOUCHER

Name & Address of Claimant
Debbie Chapman

Month/Year

Approved By:

Checked for Payment By:

	Trip Information				Reimbursment Basis				Motor Vehicle								
			TRIP TIME		Per Meal Entitlement				Miles Driven		Per	Total	Other	NON-TAX	Amount	
DATE	FROM	TO	DEPART	RETURN	BREAKFAST	LUNCH	DINNER	LODGING	PT TO PT	VICINITY	Mile Rate	Mile Cost ($)	Expense Per Detail*	TRAVEL TOTAL	Subject to Payroll Tax	PURPOSE OF TRIP
											0.510	$ -		$ -		
											0.510	$ -		$ -		
											0.510	$ -		$ -		
											0.510	$ -		$ -		
											0.510	$ -		$ -		
											0.510	$ -		$ -		
											0.510	$ -		$ -		
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											0.510	$ -		$ -		
				TOTALS:	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof.

Signature _____ Date _____

Title _____

*DETAIL OF OTHER EXPENSE

Date	Paid To	For	Amount

CODE DISTRIBUTION

Account Code	Taxable	Non-Taxable
TOTAL	$ -	$ -

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: CODING CORRECTION BETWEEN HUMAN SERVICES AND THE HOMELESS HOUSING FUND 0108101& 0154101, DEPARTMENT NUMBER 551& 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 of Human Svcs

Tmckeirnan

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 0154,101/0108.101
DEPARTMENT NUMBER: 000/551
FUND NAME: Homeless Housing/Human Services

0154101 Dept 000 0108101 Dept 551

TRANSFER FROM:				TRANSFER TO:			
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
565.400	4102	Contract Services	32,563.01	565.120	4155	Contract Services	32,563.01
		TOTAL	**$ 32,563.01**			**TOTAL**	**$ 32,563.01**

rev 02.2017

EXPLANATION:

Correcting keying error, this was keyed under our local money 0154.101 and should been paid from our 0108.101 Human Services fund for the vouchers that were paid should be using ERAP dollars from the State. We were reimbursed from the State.
This is for the 2019-20 Budget.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Tammy McKenna DATE: 1/26/21

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Authorizing the Renewal of a Thirty-Six Month Microsoft Enterprise Agreement EA Number 66700680 for Licensing Microsoft Software 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

On February 24, 2018, the Board signed Resolution 2018-151 authorizing the IT Manager to sign an enterprise agreement with Microsoft for software from SHI International Corp, Somerset NJ. Upon signature, Benton County entered a three-year contractual payment amount of $225,893.56 excluding Washington State Sales Tax. All payments for this agreement have been set aside in the Benton County Capital Improvement Plan 2017-2022 project described as Microsoft Enterprise Agreement.

The County's current three-year Microsoft Enterprise Agreement is set to expire on February 28, 2021. Information Technology has been working with SHI and Microsoft to review the County's current and future needs. Besides adjusting licensing counts, IT has been asked to add Office 365 Dynamics Customer Service. Dynamics Customer Service adds the ability for the County to create public facing forms. In addition to Office 365 Dynamics, IT has added Office 365 Azure licensing that allows IT to create virtual machines in the cloud. Azure licensing affords the chance for IT to get exposure to this technology with the goal to analyze potential services and budget impacts cloud virtualization can have on the County. Lastly, IT has added Defender for Endpoint for every County user licensed in Office 365. In 2020, the State purchased Defender for Endpoint for every County in Washington State during the 2020 General Election due to the State's battle with cyber security threats. IT's brief exposure to Defender for Endpoint has revealed valuable services and tools that empower IT's ability to monitor, analyze, identify, and remediate cyber threats.

The County's Microsoft Enterprise Agreement is being purchased from SHI International Corp. under Washington State Master Contract No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488 and Washington State Master Contract No. 06016, NASPO ValuePoint Software Value-Added Reseller Services Master Agreement No. ADSPO16-130651. In the past SHI International Corp. requires the County to sign additional Microsoft renewal documents in which the Board has authorized the IT Manager to sign.

Fiscal Impact

Amount: **Three-Year Agreement costing $294,119.10 excluding WSST per year.**

Fund: **Information Technology's approved 2021-2022 budget.**

Recommendation

Information Technology recommends that the Board approves the renewal of a thirty-six month Microsoft Enterprise Agreement EA Number 66700680 for licensing Microsoft software starting March 1, 2021 and ending February 29, 2024 in an amount not to exceed $294,119.10 excluding Washington State Sales Tax.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE RENEWAL OF A THIRTY-SIX MONTH MICROSOFT ENTERPRISE AGREEMENT EA Number 66700680 FOR LICENSING MICROSOFT SOFTWARE FROM SHI INTERNATIONAL CORP.

WHEREAS, on February 24, 2018, per Resolution 2018-151 the Board authorized the Information Technology Manager to sign a thirty-six month Microsoft Enterprise Agreement for licensing software from SHI International Corp, Somerset, NJ; and

WHEREAS, the County's current Microsoft software agreement expires February 28, 2021 that provides essential software licensing for Benton County; and

WHEREAS, Information Technology recommends keeping Microsoft software licenses current and up to date is in the best interest of Benton County; and

WHEREAS, SHI International Corp. is an authorized Microsoft licensing reseller under Washington State Master Control No. 05116, NASPO ValuePoint Cloud Solutions 2019-2026 Master Agreement No. AR2488 and Washington State Master Control No. 06016, NASPO ValuePoint Software Value-Added Reseller (SVAR) Services Master Agreement No. ADSPO16-130651; and

WHEREAS, SHI International Corp. has submitted a three-year quote to renew the County's Microsoft Enterprise Agreement for licensing Microsoft software; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the renewal of a thirty-six month Microsoft Enterprise Agreement EA Number 66700680 for licensing Microsoft software in an amount not to exceed $294,119.10 excluding Washington State Sales Tax from SHI International Corp. using budgeted Central Services 2021-2022 approved budget; and

BE IT FURTHER RESOLVED, the Board authorizes the Information Technology Department Manager to sign Microsoft renewal documents from SHI International Corp.; and

BE IT FURTHER RESOLVED, upon payment, the attached Microsoft software licensing term from SHI International Corp. will start March 1, 2021 and will remain in force until February 29, 2024.

Dated this 9 day of February , 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

Pricing Proposal
Quotation #: 19945254
Created On: 1/19/2021
Valid Until: 2/28/2021

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-Public Sector

Gianna Colgero
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-4773
Fax:
Email: gianna_colgero@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	8	$170.11	$1,360.88
2	Defender for O365 Plan 1 GCC SubVL Per User Microsoft - Part#: 3GU-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	726	$18.65	$13,539.90
3	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr (Original) Microsoft - Part#: AAA-11984 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	700	$298.69	$209,083.00
4	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	20	$600.00	$12,000.00
5	Microsoft SQL Server Standard Edition - License & software assurance - 1 server - academic - Enterprise, Select, Select Plus, EES - Win - All Languages Microsoft - Part#: 228-04437 Contract Name: NASPO Cloud Solutions	3	$676.23	$2,028.69

Contract #: AR2488
Subcontract #: 05116
Coverage Term: 3/1/2021 – 2/28/2022
Note: EA #66700680; Year 1 of 3

6	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	8	$18.40	$147.20
7	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	4	$139.52	$558.08
8	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	25	$22.13	$553.25
9	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	48	$128.83	$6,183.84
10	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	186	$18.16	$3,377.76
11	Azure prepayment - US Gov Microsoft - Part#: J5U-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	1	$1,243.52	$1,243.52
12	YammerEntGCC ShrdSvr ALNG SubsVL MVL AddOn toO365M365F3E5 Microsoft - Part#: LML-00001 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	700	$0.00	$0.00
13	Dyn365ECstmrSrvcGCC ShrdSvr ALNG SubsVL MVL PerUsr	2	$1,039.59	$2,079.18

Microsoft - Part#: NVG-00005
Contract Name: NASPO Cloud Solutions
Contract #: AR2488
Subcontract #: 05116
Coverage Term: 3/1/2021 – 2/28/2022
Note: EA #66700680; Year 1 of 3

14	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: NASPO Cloud Solutions Contract #: AR2488 Subcontract #: 05116 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	26	$79.34	$2,062.84
15	WinE5StpFrmWinE3 GCC ALNG SubsVL MVL Microsoft - Part#: AAF-21855 Contract Name: NASPO Software VAR Contract #: ADSPO16-130651 Subcontract #: 06016 Coverage Term: 3/1/2021 – 2/28/2022 **Note:** EA #66700680; Year 1 of 3	726	$54.96	$39,900.96

Subtotal	$294,119.10
*Tax	$25,294.24
Total	$319,413.34

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

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.

PARTICIPATING ADDENDUM
NASPO ValuePoint

CLOUD SOLUTIONS 2016-2026

Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: AR2488

SHI International Corp.
(hereinafter "Contractor")
and
State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 05116

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2017.

1. **SCOPE:** This Participating Addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

   (b) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services (MCUA list is available at https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx):

   - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
   - Federal governmental agencies or entities;
   - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webs/. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK**: To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

3.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.4. **VENDOR MANAGEMENT FEE**: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .015

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

(c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 05116
- The NASPO Master Agreement No.: AR2488
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**: Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.6. **PAY EQUALITY**: Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within

thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

3.7. **COMPLIANCE WITH PARTICIPATING STATE'S (WASHINGTON'S) STATEWIDE IT POLICIES:** Contractor shall comply with Participating State's statewide information technology policies, as applicable, for Purchasing Entities – promulgated by Washington's Office of the Chief Information Officer (OCIO). Such policies are located on the OCIO website at: https://ocio.wa.gov//policies. These policies include, but are not limited to, the following:

- Security Policy 141
- Accessibility Policy 188

Prior to final execution of a Purchasing Entities' contract with a Contractor, the Contractor's solution(s) will be subject to a Security Design Review performed by Washington Consolidated Technology Services to ensure compliance with Office of the Chief Information Officer (OCIO) Security Policies.

4. **LEASE AGREEMENTS**: Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

6. **FULFILLMENT PARTNERS:** All Contractor's Fulfillment Partners authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Fulfillment Partner's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. **GENERAL**:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(c) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(d) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Scott Smith

Scott Smith

Its: State IT Procurement Manager

SHI INTERNATIONAL CORP.
A NEW JERSEY CORPORATION

By: Natalie Castagno

Natalie Castagno

Its: Director of Response Team

PARTICIPATING ADDENDUM
NASPO ValuePoint

SOFTWARE VALUE-ADDED RESELLER (SVAR) SERVICES

Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: **ADSPO16-130651**

SHI International Corp.
(hereinafter "Contractor")

And

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: **06016**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of November 1, 2016.

1. **SCOPE:** This Participating Addendum covers the Software Value-Added Reseller (SVAR) Services led by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. **EXCLUSIONS:** The following software publishers are excluded from this Participating Addendum:

   - ESRI
   - Microsoft EA
   - Autodesk
   - SAS

3. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):

   (a) WASHINGTON STATE AGENCIES. Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.

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

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.
- Oregon Cooperative Purchasing Program (ORCPP)

4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

4.1. **PRICING.** Although Contractor may offer lower prices to Purchasing Entities, Contractor guarantees to provide the Products at no greater than the prices set forth in the Master Agreement, whereas 'Reseller Cost' is defined as the price that Contractor pays the Publisher or Distributor to purchase software on behalf of the Participating State. If Purchasing Entities use a credit card as a method of payment for an order over ten thousand dollars ($10,000), prices may be subject to payment processing fees, as agreed to in the applicable Purchase Order. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

4.2. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM**. Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at https://fortress.wa.gov/ga/webcust/home.html. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

4.3. **WASHINGTON'S STATEWIDE PAYEE DESK**. To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.

4.4. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) REPORTING. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.

(b) DATA. Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of

this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4.5. **VENDOR MANAGEMENT FEE**. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74% on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

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

(f) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until an electronic invoice from Enterprise Services becomes available in Contract Sales Reporting System. Contractor's VMF payment to Enterprise Services must reference the following:

- This Washington Master Contract No.: 06016
- The NASPO Master Agreement No.: ADSPO16-130651
- The year and quarter for which the VMF is being remitted, and
- Contractor's name as set forth in this Contract, if not already included on the face of the check.

(g) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.

(h) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

(i) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

4.6. **CONTRACT REVIEWS**. Enterprise Services reserves the right to conduct quarterly reviews of Contractor's sales and prices, and request Contractor to provide copies of Publisher invoices for up to ten percent (10%) of sales in order to validate Reseller Costs.

4.7. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION**. Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4.8. **RECORDS ADMINISTRATION AND AUDIT**. Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

4.9. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the Participating State and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

4.10. **PURCHASE ORDERS**. To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to SHI International Corp.:

(j) Order is subject to NASPO ValuePoint Master Agreement No. ADSPO16-130651 and Washington Master Contract No. 06016;

(k) Purchase Order amount; and

(l) Purchaser's contact information (i.e., name, address, telephone number, email).

5. **LEASE AGREEMENTS**: Leasing or renting equipment is not allowed throughout the term of the Master Agreement.

6. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
SHI International Corp. 290 Davidson Ave. Somerset, NJ 08873	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Alison Turner Tel: (425) 974-5997 Email: alison_turner@shi.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

8. GENERAL:

(a) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.

(b) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

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

(d) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **DEPARTMENT OF ENTERPRISE SERVICES**	**SHI INTERNATIONAL CORP.** **A NEW JERSEY CORPORATION**
By: Scott Smith	By:
	Cassie Skelton
Its: Washington State IT Contract MGR	Its: Sr. Contracts Specialist

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF JUSTICE AV SOLUTIONS (JAVS) IRECORD IP RECORDING SYSTEM FROM JUSTICE AV SOLUTIONS, INC

WHEREAS, the Sheriff's current interview recording system For the Record (FTR) Integrator system is no longer supported by FTR; and

WHEREAS, the Sheriff presented and was approved by the Board to purchase a new interview recording system during 2021-2022 budget; and

WHEREAS, Information Technology requested quotes from three vendors For the Record (FTR), Justice AV Solutions (JAVS), and Intelligent Video Solutions (IVS); and

For the Record (FTR)	1	Recording System	No Response
Justice AV Solutions (JAVS)	1	iRecord IP Recording System	$20,301.78
Intelligent Video Solutions (IVS)	1	VALT Recording System	$15,731.97

WHEREAS, Information Technology is familiar with supporting JAVS products as the County has thirteen JAVS recording systems within Superior Court, District Court, and Juvenile Court courtrooms; and

WHEREAS, Information Technology recommended the JAVS recording system as the best fit for the Sheriff's Department as it runs parallel with recording systems already used by the County; and

WHEREAS, Information Technology recommends purchasing JAVS iRecord IP Recording System for the Sheriff's Department; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of a Justice AV Solutions (JAVS) iRecord IP Recording System from Justice AV Solutions, Inc in the amount not to exceed $20,301.78 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, all equipment purchased will be add into the Central Services Replacement Fund (0132101).

Dated this 9 day of February , 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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Approving the purchase of a twelve-month Graykey Mobile Device Forensic Software license from Grayshift for the Sheriff's Department
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 Benton County Sheriff has been approved by Board of Benton County Commissioners to purchase new mobile device forensic software. Grayshift is a leader in forensic software and is the sole reseller of Graykey mobile device forensic software. Extracting evidence from mobile devices is a key component in gathering evidence. Graykey has been recommended by the Federal Bureau of Investigation (FBI) Forensics Officers. The Sheriff obtained a letter from Grayshift notifying the County that Grayshift, LLC is the sole source provider of Graykey as this technology is unique and proprietary.

Fiscal Impact

Amount: **$18,075 excluding WSST.**

Fund: **Sheriff approved Public Safety Tax 2021-2022 funds.**

Recommendation

Recommend the Board of Benton County Commissioners approve the purchase a twelve-month Graykey mobile device forensic software license for the Sheriff's Department in an amount not to exceed $18,075 excluding Washington State Sales Tax.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF A TWELVE-MONTH GRAYKEY MOBILE DEVICE FORENSIC SOFTWARE LICENSE FROM GRAYSHIFT, LLC

WHEREAS, the Sheriff presented and was approved by the Board to purchase Graykey mobile device forensic software during 2021-2022 budget; and

WHEREAS, Grayshift is a leader in forensic software and is the sole reseller of Graykey forensic software; and

WHEREAS, extracting information from mobile devices is an essential part of collecting evidence in today's digital age; and

WHEREAS, Graykey has been recommended by the Federal Bureau of Investigation (FBI); and

WHEREAS, the Sheriff obtained a letter from Grayshift notifying Benton County that Grayshift, LLC is the sole source reseller of Graykey as Grayshift owns the unique and proprietary Graykey technology; and

WHEREAS, Information Technology has reviewed Grayshift's sole source letter and recommends the purchase of Graykey from Grayshift, LLC; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves the purchase of a twelve-month Graykey mobile device forensic software license from Grayshift, LLC in the amount not to exceed $18,075 excluding Washington State Sales Tax to be paid for with Sheriff approved Public Safety Tax Funds; and

BE IT FURTHER RESOLVED, Graykey twelve-month licensing shall auto-renew every twelve-months starting February 9, 2021 ending February 28, 2023.

Dated this 9 day of February , 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

GRAYSHIFT

Company Address	931 Monroe Drive NE Suite A102-340 Atlanta, Georgia 30308 United States
Quote Number	00000697
Created Date	11/6/2020
Expiration Date	12/6/2020
Prepared By	Jonathan Oszust
Phone	(833) 472-9539
Email	jonathan@grayshift.com
DUNS Number	081045174
CAGE Code	7R0W9
Contact Name	Scott Runge
Account Name	Benton County Sheriff's Office (WA)
Phone	(509) 786-5710
Email	scott.runge@co.benton.wa.us

Product	List Price	Sales Price	Quantity	Total Price
First Year License Discount	USD -500.00	USD -500.00	1.00	USD -500.00
GrayKey License - Online Fixed	USD 18,000.00	USD 18,000.00	1.00	USD 18,000.00
GrayKey Unit	USD 500.00	USD 500.00	1.00	USD 500.00
Shipping & Handling	USD 75.00	USD 75.00	1.00	USD 75.00

Subtotal	USD 18,075.00
Grand Total	USD 18,075.00

Quote Terms

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA"). Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at https://grayshift.com/terms
- License Term = 12 months (includes unlimited extractions and software updates during the license term)
- The final invoice may include tax if applicable
- Upon receipt of your GrayKey unit, please follow the setup steps to activate it as soon as possible. It is ready for use immediately following activation. Your term license will auto-activate 28 days after fulfillment if not activated prior.

Payment Terms

- **Purchase Orders:** Net 30 - Payments received after 30 days will be assessed a 2% late fee, per month. Non-payment after 30 days will result in a suspended license. License will be reactivated after full payment is received.
- **Credit Cards:** Major credit cards accepted including Visa, Mastercard, and American Express.
- **Additional Information:** Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is 100 but there is, for example, 10% withholding, Grayshift will still directly be paid 100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is 100.

GRAYSHIFT

Grayshift, LLC
931 Monroe Dr NESuite A102-340
Atlanta, GA 30308

July 31, 2020

Sole Source Letter

To Whom It May Concern:

This letter is to provide notification that Grayshift, LLC ("Grayshift") is the sole source provider of GrayKey. GrayKey is internally developed and distributed only by Grayshift, and Grayshift owns exclusive distribution and marketing rights. Due to the unique proprietary nature of the technology, GrayKey is sold only as a direct transaction between Grayshift and its end customers. There are no agents or dealers authorized to represent this product.

If you desire additional information, please contact me at the email address or phone number below.

Sincerely,



David Miles
Managing Member

Phone: 833-472-9539
Email: sales@grayshift.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	Feb 9, 2021
Subject:	District Court public defense contract with attorney Joseph White
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

OPD needs to award additional public defense contracts in order to meet anticipated 2021 caseloads in District Court and to address the significant increase in outstanding cases as a result of the COVID-19 pandemic. Attorney Joseph White has expressed interest in, and is qualified to, provide public defense services in Benton County District Court and has agreed to a partial contract of 250 cases per year.

Fiscal Impact

None other than budgeted

Recommendation

Execute public defense contract as proposed, approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY JOSEPH WHITE FOR PUBLIC DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County District Court for adult criminal cases; and

WHEREAS, per Benton County resolution 2020-991, "….The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for Professional 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, in order to meet anticipated caseload needs in 2021 it is necessary to award additional contracts for public defense services in Benton County District Court; and

WHEREAS, attorney Joseph White is qualified and interested in providing public defense services in Benton County Superior Court pursuant to a contract with a maximum annual caseload of 250 cases; **NOW, THEREFORE**

BE IT RESOLVED that the contract with attorney Joseph White, for public defense services in Benton County District Court, contract #BCDC2122JDW001, commencing January 1, 2021 and expiring December 31, 2022, with a caseload maximum of 250 per year and compensation at the rate of $4,086 per month for 2021 ($4,167 per month for 2022), plus other case premiums, fees, and per diems, be executed as presented.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Joseph White
Copy – Auditor, S Godinez

E. Hsu

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT CONTRACT # BCDC2122JDW001

CONTRACT SUMMARY			
Contract Type	**Reduced Monthly**		
Contract Number	**BCDC2122JDW001**	**Contract Holder**	**Joseph D. White**
WSBA #	**55045**	**Effective Dates**	**January 1, 2021 – December 31, 2022**
Caseload Cap	**250**	**Compensation**	**$4,086/mo (2021)** **$4,167/mo (2022)**
Assigned Court	**District Court**	**Compensation Structure**	☐ **By the case** ☐ **Monthly** ☐ **Hourly** ☒ **By the case but paid monthly**
Compensation Payable To:	**Law Office of Joseph D. White, PLLC**		
Contract Slot Identifier: DCF-7			

THIS AGREEMENT is entered into by and between **Joseph D. White,** attorney at law, Washington State Bar Association **# 55045** ("Attorney"), dba Law Office of Joseph D. White, PLLC and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor (and gross misdemeanor) criminal offenses alleged to have been committed within the County's jurisdictional boundaries ("County Defendants").

B. County has also entered into interlocal agreements with the municipalities within its jurisdictional boundaries ("Cities") to provide public defense services to those municipalities in fulfillment of their legal duties to criminal

defendants being prosecuted for misdemeanor (and gross misdemeanor) criminal offenses within their jurisdictional boundaries ("City Defendants").

C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to County Defendants and/or City Defendants.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2021** and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement. Upon expiration of this Agreement, depending on County's staffing needs, County may elect to utilize any legally appropriate means (including, but not limited, a Request for Qualifications) to select contract awardees. Thereupon, depending on factors including, but not limited to, County's staffing needs, number of qualified applicants, and Attorney's performance during the term of this Agreement, County may choose to re-award a contract to Attorney, to other attorneys, or to no-one, at its sole and exclusive discretion.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at **4304 Artesia Dr, Pasco, WA 99301.** Attorney's current local office telephone and fax numbers are **(509) 528-9444** and **no fax no** respectively; and Attorney's current office/work e-mail address is **lawoffice@josephdwhite.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain (or have access to) such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton County Public Defense Manager ("PDM"), the Benton County Prosecuting Attorney, and the Benton County District Court Administrator ("District Court Administrator").

c. Regardless of the location or manner in which Attorney decides to maintain an office, throughout the entire term of this Agreement the office facility must comply with any and all applicable public defense standards adopted by the Washington Supreme Court.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal

counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of persons accused of misdemeanor crimes in the state of Washington and generally exercised by members of the Washington State Bar Association (WSBA). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement. Attorney acknowledges and agrees that he or she independently, solely, and exclusively bears professional responsibility for decisions, actions, and omissions, made in the course of providing professional legal services pursuant to this Agreement. None of the actions or omissions of County or its agents (specifically including County's Public Defense Manager) shall be interpreted as supervising, directing, or otherwise controlling Attorney's exercise of professional discretion.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in criminal defense or criminal prosecution matters (or will be part of an intensive and closely supervised mentorship program sponsored by the County's Office of Public Defense); otherwise meets applicable requirements of the Washington Standards for Indigent Defense ("SID") applicable to misdemeanor and gross misdemeanor cases; has not been subject to a termination proceeding involving a previous personal service agreement for indigent defense services; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints filed and pending against him/her.

(i) This Agreement may be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 17 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censured, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County in writing within three (3) business days if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint is filed against Attorney. Failure to do so shall

constitute a substantial and incurable breach of this Agreement and shall subject this Agreement, at the election of County, to immediate termination.

Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney including any such recurring checks as Counties may deem appropriate, in their sole discretion, even at a time after execution of this Agreement. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

d. During each calendar year of the term of this Agreement Attorney shall obtain at least seven (7) hours of WSBA-accredited Continuing Legal Education (CLE) credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Public Defense Manager with written proof and confirmation that such CLE credits have been obtained no later than by December 31st of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington State Office of Public Defense ("WSOPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the WSOPD for purposes of the WSOPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the PDM with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31st of each calendar year.

Specific training regarding legal financial obligation ("LFO") issues. At least once every 24 months (or more frequently as required in writing by the County due to changes in applicable law) Attorney shall attend training approved and presented/sponsored by County on the subject matter of LFO issues in public defense cases. Attendance may be live or by video replay and Attorney shall provide proof of attendance to County by any means reasonably required by County. If Attorney is a new contract public defender, then County will provide Attorney with basic LFO training material in the first week following the date when Attorney starts with County's public defender training program or first becomes eligible for case appointments, whichever is earlier, and Attorney shall provide proof of viewing of LFO training material to County as a specific condition of this contract within the week by any means reasonably required by County.

In addition to specific training regarding LFO issues, from time to time, County may, but is not obligated to, offer additional training to Attorney on subjects of relevance to Attorney's provision of public defense services pursuant to this Agreement. Attorney acknowledges that such additional training is completely

optional and is offered for Attorney's convenience only. None of this additional optional training shall be regarded as County's right to train Attorney in any way. Attorney may choose not to attend any additional training offered and such a choice will not be detrimental to Attorney's contract, or opportunity to continue to contract in the future, in any way whatsoever.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled trials and dockets or Attorney's ability to schedule and conduct face-to-face meetings with the persons Attorney is appointed to represent under this Agreement for purposes of discussing, preparing, and pursuing the most viable defense(s) and/or resolution available and keeping such persons reasonably apprised as to the status of their case.

f. Pursuant to RCW 10.101.050, no later than 15 calendar days after the end of each calendar year during the term of this Agreement, Attorney shall provide the PDM with a written report showing the total number and specific types of private practice cases (which for purposes of this Agreement shall include pro bono cases, retained-fee cases, and any cases handled by Attorney under any other professional/personal services agreement) in which Attorney provided legal services during the preceding year.

Additionally, in the event that the public defense reporting requirements under RCW 10.101.050, other applicable statute or relevant case law are later amended/modified (or, in the case of case law, reasonably required as a best practice) Attorney shall correspondingly comply with any such amended/modified reporting requirements without added compensation upon written notice from the County to do so.

g. Attorney recognizes and acknowledges that Attorney is required by Washington Supreme Court Order to meet certain Supreme Court-adopted Standards for Indigent Defense ("Defense Standards") to provide quality representation to indigent criminal defendants, and to periodically file certain certifications attesting to Attorney's compliance with such Defense Standards. Attorney understands and acknowledges that Attorney's compliance with such Defense Standards and periodic certification filing requirements is a direct professional and ethical obligation between Attorney and any Court in which Attorney appears while performing services under this Agreement. Attorney further acknowledges and understands that, though Attorney's compliance with such Defense Standards and such periodic certification filing requirements is not an express term of this Agreement and therefore not subject to the County's monitoring or control, Attorney's noncompliance with such Defense Standards

and/or such filing requirements would directly impair Attorney's ability to perform and fulfill Attorney's basic obligations under this Agreement. Accordingly, if the County is notified by any Court in which Attorney appears to perform services under this Agreement that Attorney has failed to comply with such Defense Standards or such periodic certification filing requirements, Attorney shall then be considered to be in substantive breach of this Agreement and this Agreement shall then become subject to potential termination under the provisions of paragraph 17.b. below.

h. Attorney understands and acknowledges that Attorney is solely and personally responsible to obtain and maintain all necessary state and local government business licenses and/or other approvals necessary to operate Attorney's private legal services business.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** The County has entered into separate and independent professional services agreements with other licensed attorneys, and also employs in-house staff attorneys to primarily provide criminal defense services to persons accused of misdemeanor crimes in Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the Benton County District Court, the District Court Administrator and the PDM to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "Benton County District Court Criminal Defense Panel"). The District Court Administrator and/or the PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process. Attorney shall accept all case assignments made by the District Court or PDM even if the case does not originate from the docket to which attorney is assigned.

5. **CONTRACT DUTIES.** During the term of this Agreement, Attorney agrees to and shall accept appointments to represent indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Benton County District Court in which publicly provided counsel is furnished or required by law. More specifically, Attorney shall accept court appointments to represent indigent persons on any of the following types of matters:

- Any misdemeanor matter filed or otherwise pending under the applicable Washington criminal statutes and/or under any other applicable Washington law including the municipal codes of the cities located within Benton County, in the Benton County District Court.

- Any post-disposition probation violation, revocation, modification, and/or contempt-of-court proceeding relating to any underlying criminal case.

- Any material witness matter relating to a case or matter filed in Benton County District Court.

- Any case or matter returned to the Benton County District Court from any higher court.

- Any other type of Benton County District Court case or matter in which another Benton County District Court Criminal Defense Panel member and/or any other attorney who is under a professional services agreement to provide legal representation in Benton County District Court is unable to handle due to a conflict of interest.

- Any case or matter transferred from the Juvenile Court through declination or other court proceedings.

- Any civil contempt of court proceeding, not including non-contempt matters such as non-criminal custody or paternity matters.

- Any post conviction matters where court appointed counsel is mandated by law including, but not limited to: furlough orders, motions to withdraw pleas, and sentence reviews. These post conviction matters do not include appeals to Superior Court pursuant to RALJ, since these are separately addressed herein.

- Any appeals to Superior Court pursuant to the Rules of Appeal for Courts of Limited Jurisdiction ("RALJ")

  a) **Assignment to specific docket:** County intends to assign Attorney to a specific criminal docket, representing cases primarily filed by either County (further divided into law enforcement agency that made the arrest: Washington State Patrol or Benton County Sheriff's Office), or by one of the Cities ("Assigned Docket"). As such, the vast majority of Attorney's responsibilities will be to cases filed on Attorney's Assigned Docket. However, from time to time, whether because of conflict of interest of other public defense attorneys or because of caseload overflow reasons, Attorney may be assigned cases from dockets other than Assigned Docket and Attorney's acceptance of such cases (with allowance for Attorney's bona fide conflicts of interest) are a specific condition of this Agreement even though such cases may require Attorney to attend multiple dockets or even attend court multiple days a week for short periods of time.

  b) **Changes to court schedule:** The parties acknowledge that i) the criminal Docket days are set by Benton County District Court and not by County and therefore they may be subject to temporary or permanent modification at the discretion of Benton County District Court; ii) emergency court operations (including emergency court operations necessitated by the COVID-19 pandemic) may necessitate to modification of Docket scheduling including the splitting of dockets into multiple days a week or otherwise modifying weekly docket responsibilities; (the preceding 5b.i) – ii) shall collectively be referred to as "Docket Scheduling Irregularities").

As to the Docket Scheduling Irregularities described in the preceding paragraph, the parties agree that:

- Docket Scheduling Irregularities do not constitute a breach of this Agreement or such change in circumstances that the Agreement needs to be renegotiated;

- Docket Scheduling Irregularities do not, in themselves, entitle Attorney to additional compensation;

- County agrees to provide Attorney with as much advance notice as reasonably possible as to any anticipated and known Docket Scheduling Irregularities, respectful of the fact that Attorney likely has obligations to private practice or other clients (together with case scheduling obligations) outside of clients assigned through this Agreement.

c) ***In-Custody Team*** **assignment**: Upon written direction from the PDM, Attorney shall be assigned to the *In-Custody Team* provided that the PDM, to the extent possible and practicable, should not make such an assignment against an attorney's expressed desires, and shall only do so if necessary to maintain adequate representation or continuation of representation. This written notification shall be made on or before the commencement of this Agreement term if the Agreement is intended to be for *In-Custody Team* assignment, and may be made at any time after commencement of the Agreement if the assignment to the *In-Custody Team* occurs after commencement. Attorneys assigned to the *In-Custody Team* shall not receive any newly filed misdemeanor matters, material witness matters, matters returned to Benton County District Court from any higher court, any matters transferred from the Juvenile Court through declination or other court proceedings, any conflict cases or any civil contempt cases, any post conviction cases, and will not be expected to handle RALJ appeals (unless they request to be assigned such cases). Instead, *In-Custody Team* attorneys shall be responsible, as a team, for providing representation for the following:

- In-custody initial appearances in Benton County District Court. Such representation shall be provisional only and shall not continue beyond the initial appearance hearing. The purpose of such in-custody representation shall be to resolve compliance or failure to pay fine cases as possible, to make release decision arguments on new criminal charges, and, when possible (usually when plea agreements may be reached with prosecutors) to resolve new criminal charges.

- Providing representation to defendants during all regularly scheduled District Court probation, compliance, or sentence violation dockets and failure to pay fine dockets (if held) except the compliance dockets associated with District Court felonies, and with compliance/fail to pay fine cases docketed in Benton County District Court in Prosser.

d) Arraignment Counsel assignment: On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide provisional representation to defendants on arraignment dockets. At assigned arraignment dockets, Attorney shall be responsible for remaining available during the entire docket for provisional consultation by any defendant who wishes to have the benefit of legal advice before or during otherwise *pro se* negotiations with prosecuting authorities for the resolution of their case(s) at time of arraignment. During arraignment docket assignments, Attorney shall not be responsible for providing any advice to defendants who are not seeking to resolve their case(s) at time of arraignment, even in the case of defendants whose cases are assigned to them by the Court. If Attorney is not available for an assigned arraignment docket, then Attorney is personally responsible for arranging for coverage by any other attorney who has a current contract with County. In any case where another contract attorney provides coverage, then that attorney, instead of assigned attorney, shall be entitled to the compensation for the assignment.

e) On-call cell phone assignment. On a rotating basis with the schedule established and maintained by the PDM, Attorney shall provide 24-hour "on-call" limited and provisional representation to defendants who are in custody. This assignment will be made for a week (7 consecutive days) at a time during which time Attorney shall carry and answer a cell phone provided to Attorney for such purpose by the PDM (or appropriately forward calls from the provided cell phone to another phone as long as they are answered by Attorney). The PDM shall reasonably ensure that the phone calls being made to the on-call Attorney are only being made by arrestees who wish to speak with an attorney prior to being questioned, providing a breath test sample, or for some other appropriate pre-arraignment purpose. Attorney is specifically permitted to accept people with whom they speak during this assignment as paying private clients and is permitted, to the extent otherwise lawful and not in violation of the Rules of Professional Conduct, to discuss the prospect or terms of such private retainer during the telephone conversation. *From time to time, at the request of an attorney holding a District Court public defense agreement, County may assign the on-call cell phone to such an attorney exclusively for an agreed-upon time (or indefinitely). Such temporary exclusive assignment to an attorney does not negate the provisions of this section 5e) when and if the time comes when the exclusive assignment arrangements terminates and it becomes necessary to assign the on-call cell phone to other attorneys, including Attorney, once again.*

6. **CONTINUED REPRESENTATION.**

Attorney has a duty to timely and fully complete all cases appointed to Attorney under this Agreement. "Timely and fully complete" means, for each case, continuing to represent the defendant up to and including the time of final disposition of their case whether by way of conviction, dismissal of all charges (as a result of a finding of not guilty or as a result of an empaneled jury being unable to reach a verdict), or a change of plea and entering of a sentencing. Provided, however, that if a particular case must be re-tried for any reason whatsoever, including declaration of a mistrial or a hung jury, Attorney

shall be entitled to an additional trial per diem for the additional trial but shall not be eligible for any additional credit. However, if restitution is not agreed upon at time of sentencing and a separate restitution hearing is necessitated, then Attorney shall represent the defendant at such restitution hearing in order to have "timely and fully completed" the case. In cases where a defendant is placed on a deferred prosecution or stipulated order of continuance program, then Attorney shall be responsible for providing legal representation to such a defendant in the event the defendant is accused of a violation of the terms of such a program and is ordered to show cause why their participation in such a program should not be terminated unless other arrangements for appointment of counsel have been made by the Office of Public Defense. The determination of case credit entitlement at such subsequent representation shall be governed by the provisions of Article 8(b) herein.

Attorney's responsibility to provide continuing legal representation to clients upon expiration or termination of this Agreement shall be as stated in Section 17 Termination.

7. **NUMBER OF APPOINTMENTS.**

During each calendar year of the term of this Agreement, Attorney may be appointed any number of case appointments up to **two hundred fifty (250)** total cases equivalents as calculated pursuant to Article 8 herein per calendar year (proratable for any partial calendar year). The maximum number of appointments stated above shall be calculated exclusive of appointments to RALJ appeals and exclusive of cases handled by Attorney while assigned to the compliance unit. Provided, however, that if Attorney is assigned, during any full calendar year to the compliance unit for less than that full calendar year, then for purposes of calculating case equivalent totals for the year, Attorney shall be credited with the greater of thirty-two (32) cases equivalents for each month when Attorney is assigned to the compliance unit.

8. **CASE EQUIVALENTS.**

a. For purposes of calculating Attorney's above-referenced "case equivalents" under this Agreement only and expressly not for purposes of any "weighting system" as allowed by SID, the following provisions shall apply:

- A misdemeanor appointment shall be counted as one (1) case equivalent.

- A probation violation appointment shall be counted as one-third (1/3) case equivalent unless the probation violation appointment requires appearance on the Prosser docket of Benton County District Court or Attorney is assigned to the *compliance unit*. Probation violation appointments requiring appearance on the Prosser docket of Benton County District Court shall be counted as one-half (1/2) case equivalent. During any period of time Attorney is assigned to the *compliance unit*, probation violation appointments shall not count as a case equivalent of any sort.

- An appointment on a mental or substance-abuse commitment, generally to be appointed only when necessary for conflict reasons, shall count as one (1) case equivalent.

- An appointment on a post-conviction review matter including furloughs shall be counted as one-third (1/3) case equivalent unless the matter requires substantial briefing in which case the matter may qualify for additional credit up to a full case equivalent.

- An appointment to represent a person in a material witness matter in a case pending in Benton County District Court shall count as one half (1/2) of a case equivalent.

- An appointment to a case or matter returned to Benton County District Court from a higher court shall be counted as determined by the PDM following consultation.

- If Attorney is appointed to a case and withdraws prior to the second pre-trial hearing for any reason, including the substitution of retained counsel or a conflict of interest, that appointment shall not count as any case equivalent; provided that the PDM shall retain discretion to award a case equivalent value (or fractional portion thereof) if deemed appropriate following consultation. If Attorney is appointed to a case and withdraws after the second pre-trial hearing but before trial readiness, for any reason including substitution of retained counsel or a conflict of interest, then Attorney shall be entitled to one-half (1/2) of a case equivalent.

- Case equivalent value assigned is based on cases, not charges, and is determined by the classification of the most serious offense charged.

- Any civil contempt of court proceeding shall count as one-half (1/2) of a case equivalent.

- Provisional client contact during *arraignment counsel* assignment, and provisional client contact during *on-call-phone* assignment, shall not count as a case equivalent of any sort.

- RALJ appeals shall count as four (4) case equivalents. If, after a client prevails in Superior Court, the prosecution chooses to appeal to the Court of Appeals and Attorney is required to file an Answer to the appeal, then Attorney shall be entitled to a further one (1) case equivalent.

b. An appointment to any matter in which Attorney was previously appointed shall not be further counted as any type of case equivalent if such matter was not fully concluded and subsequently arises again before the Benton County District Court and Attorney continues representing the same person in such matter within a 12-month period (e.g., if Attorney was appointed to represent a person on a criminal charge who fails to appear for trial but is back before the court within 12 months, Attorney's continued representation of such person following his later arrest shall be deemed as being a prior and ongoing representation and shall not count as any type of further or additional case equivalent). Provided that, however, if Attorney was appointed to represent a person who is duly tried, convicted, and sentenced, Attorney's subsequent representation of such person during subsequent proceedings for alleged violations of sentence conditions shall be deemed as being an independent and unrelated matter.

c. Except as may be otherwise specifically and expressly provided in this Agreement, an appointment to any matter involving multiple charges arising out of a single incident or series of substantially related incidents shall be considered as being one (1) case equivalent. Similarly, except as may be otherwise expressly provided in this Agreement, an appointment to any matter involving multiple charges brought/filed under a single cause number and/or which are properly joined for purposes of trial shall be considered as being one (1) case equivalent. Provided, however, the PDM may in his discretion adjust the case equivalent total earned under this paragraph upon written request from, and after review and consultation with, Attorney.

d. In any case where Attorney is appointed contemporaneously on multiple compliance and/or failure to pay fine cases, or any combination thereof, involving the same defendant, all of which are resolved on the same docket during the same court appearance(s), such combination of multiple cases shall be considered one case for purposes of case credits, and shall, collectively, be considered either a one-third (1/3) case equivalent or one-half (1/2) case equivalent as specified in 8(a) above.

e. Throughout the term of this Agreement, Attorney shall maintain case appointment records sufficient to provide the following information about each case assigned to Attorney through this Agreement: case name, client name, case number, date of assignment, and charges and date of resolution. On a monthly basis, prior to the 15th day of the month, Attorney shall provide such records to the PDM in a format acceptable by the PDM, including an electronic format if required, for all cases assigned during the preceding month. Within a reasonable time not to exceed 30 days after receipt of Attorney's caseload submission, the PDM or designee shall provide Attorney with a reconciliation report either agreeing to Attorney's reported numbers if they correspond with caseload numbers generated by PDM records, or asking Attorney for additional documentation to substantiate eligibility for individual case credits if Attorney's reported numbers conflict with caseload numbers generated by PDM records. In any case where Attorney is required to provide additional documentation to substantial eligibility for individual

case credits (and Attorney will only be requested to do so if JIS records do not support Attorney's claim for credit) Attorney shall provide such substantiation in the form of a copy of the court issued "notice of appointment" or equivalent form, within 30 calendar days from the request. If Attorney does not so provide, then Attorney shall not be eligible to count such disputed cases in Attorney's caseload total and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to the disputed cases. Furthermore, if Attorney neglects to claim credit for any case or cases in any given caseload report and does not send a revised caseload report claiming such credit within 60 days of the original submission thereof, then Attorney similarly shall not be entitled to credit for such case or cases, and hereby waives all contractual and common law rights (including the doctrine of *unjust enrichment*) as pertaining to such omitted case or cases.

Specific reporting of LFO cases In addition to the other reporting required by this section, if Attorney is appointed by the Benton County District Court to represent clients on LFO matters, then Attorney shall report: 1) the number of LFO failure to pay cases appointed; and 2) the number of LFO failure to appear cases appointed. It is recognized that some cases may involve allegations of both failure to pay and failure to appear and that they therefore should be reported under both categories of cases.

9. **CLIENT ELIGIBILITY.** The Benton County District Court (or its designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for representation by Attorney under this Agreement. Attorney is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly provided representation. If Attorney is appointed to represent a person and subsequently discovers that that the client's circumstances have changed such that the client is no longer entitled to court appointed counsel, or that the client may have obtained appointed counsel initially by fraud, misrepresentation or omission, assuming that clear standards for financial eligibility have been communicated to the client by the court, then pursuant to RPC 4.1(b) Attorney should, unless prohibited by another Rule of Professional Conduct, advise the court of the circumstances. If the Benton County District Court (or its designee) nevertheless determines that such person is not eligible for publicly provided representation, the appointment of Attorney to represent such person shall be rescinded and such person shall be required to retain his/her own legal counsel. Attorney shall not thereafter represent such person in such matter on a retained-fee basis unless such person applies for and receives the Benton County District Court's permission allowing such representation. Nothing contained herein shall prevent Attorney from representing a person on a retained-fee basis in an action in which Attorney has not been appointed by the Benton County District Court to represent such person, or from representing a person on a retained-fee basis whom Attorney has been appointed by the Benton County District Court to represent provided that the matter(s) involving the retained representation are wholly independent and unrelated to the matter for which Attorney was appointed.

10. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to accept, and Attorney shall decline to accept, an appointment under this Agreement if the particular appointment would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Attorney receiving an appointment under this Agreement (or in the event Attorney's continued involvement in a pending case would cause or constitute an actual violation of any such ethical or professional standards), Attorney shall immediately arrange for substitute counsel by: a) contacting the Benton County Office of Public Defense and requesting substitute counsel unless a court appearance on the matter is imminent; or b) appearing in court and requesting that Benton County District Court assign substitute counsel if the time between discovery of the conflict of interest and the next court appearance is very short. Attorney shall not wait for more than two business days to request substitute counsel under 10a) or 10b) since doing so will have the risk of impairing the rights and quality of representation afforded to the affected client. Under no circumstance shall Attorney ever be required to bear the cost of seeking or compensating conflict counsel.

11. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation should include the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client in all stages of District Court proceedings including, without limitation, arraignments, pre-trial hearings, motions, trials, sentencing/disposition proceedings, contempt proceedings, appeals (limited to the preparation and filing of any and all pleadings necessary and appropriate to perfect any appeal or statutory writ to a higher court, including the appointment of publicly-provided counsel, if and when applicable), and post-conviction reviews.

a. Without limiting Attorney's duty to initially meet with an indigent person to discuss his/her case as soon as reasonably possible following Attorney's appointment to the case, when Attorney is appointed to an "in custody" case (i.e., a case in which the person is confined/incarcerated), Attorney should use best efforts to meet face-to-face within three (3) business days of Attorney receiving the appointment (unless the circumstances of a particular case reasonably require that Attorney make earlier initial contact with the person), otherwise, as soon thereafter as is reasonably feasible.

b. Additionally, throughout Attorney's representation of any person under this Agreement, Attorney shall maintain reasonably appropriate

contact/communications with the person so as to keep him/her fully apprised as to the status of his/her case (with the specific manner and frequency of such contact/communications left entirely to Attorney's professional judgment); and Attorney should use best efforts to apprise the person of any new development in his/her case within three (3) business days of Attorney learning of such development (unless the circumstances of a particular case reasonably require that Attorney make earlier contact with the person), otherwise, as soon thereafter as is reasonably feasible. Without limiting any of the foregoing provisions of this paragraph, with regard to any court hearing involving a represented person, Attorney should contact such person (preferably in person or at least via telephone) to discuss his/her case and the purpose of the hearing no later than one (1) business day prior to the hearing date. Attorney shall compile and maintain appropriate case records for each person whom Attorney is appointed to represent hereunder. The manner of storage, the portion or portions of case records that must be stored, and the required period of storage, shall comply with any and all applicable Rule of Professional Conduct, Washington State Bar Ethics Opinion, case law, and court rule.

d. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the PDM of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct and a serious and incurable breach of this agreement that shall result in the immediate and automatic termination of this Agreement. Even if County is timely notified, County may elect, at its sole discretion, to terminate Agreement and if it elects to do so, may do so with ten (10) days written notice to Attorney:

(i) Any felony offense as defined in RCW 9.94A.030 and RCW 9A.44.130;under the laws of the State of Washington, any other State, or Federal law, or any misdemeanor sex offense.

(ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or

(iii) Any violent offense as defined in RCW 9.94A.030 or its equivalent in any other State or Federal Statute

(iv) Any crime of dishonesty or deception.

12. **COMPENSATION.**

a. Attorney shall be compensated as follows:

i) For the year 2021, $196.15 per case as a flat fee

ii) for the year 2022, $200 per case as a flat fee

For the mutual convenience of the parties, the flat fee shall be payable as a monthly flat fee of $4,086 in the year 2021 and $4,167 in the year 2022. Compensation shall be payable in this amount even in years when Attorney's annual caseload falls short of the anticipated caseload maximum as stated in this Agreement.

All compensation shall be payable to: Law Office of Joseph D. White, PLLC *since Attorney is a principal with that firm.*

b. **Payment of compensation shall be contingent on Attorney complying with case reporting provisions stated herein, including in Articles 8(e) and 3(f). Failure by attorney to comply with case reporting provisions shall be cause to delay payment of compensation until such failure is remedied.**

c. In addition to the stated monthly compensation, Attorney shall receive $300 per day for each full day of trial and $150 for each partial day of trial, not to include pre-trial motions, separate sentencing proceedings or time waiting for disposition. A full day of trial is defined as actual in-session trial proceedings going beyond four (4) total hours for that trial day. Attorney shall also receive the sum of $150 for each arraignment docket to which Attorney is assigned pursuant to Section 5(b) herein.

d. The above-stated payments to Attorney will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective October 31, 2021, the above referenced monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date. By way of further example, if this Agreement is terminated effective November 15, 2021, the above-stated monthly payments to Attorney would also terminate as of such date, and Attorney would not be entitled to receive any further monthly payments from the County; provided that, Attorney would be entitled to receive on a prorata basis any then-accrued and unpaid amounts for services rendered hereunder prior to such termination date (i.e., 50% of the above-stated monthly payment amount). Attorney acknowledges and agrees that the above-stated compensation to Attorney shall constitute Attorney's full and exclusive compensation hereunder for all cases handled by Attorney under this Agreement up to the above-stated annual maximum total case equivalents.

e. Compensation for trial per diems and arraignment docket assignment (12.e) and RALJ appeals (12.f) shall be claimed by Attorney within 60 days of the event giving rise to entitlement to compensation (the completed appeal in the case of RALJ appeals) in writing utilizing such form as may be reasonably required by the PDM. Legal entitlement to compensation shall not accrue until such a claim is properly filed. Failure to file such a claim for compensation within 60 days shall constitute a waiver by the Attorney of the right to compensation and shall further waive Attorney's rights under any common law scheme such as unjust enrichment as to the compensation that was not timely claimed.

13. **COSTS AND EXPENSES.**

a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the County for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses or otherwise retain professional services directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

(i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated or delegated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order (or other court-designated or delegated process) shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the locally adjusted amounts that are established and published by the Federal General Services Administration.

(ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the District Court Administrator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

14. **INDEMNIFICATIONS AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

15. **INSURANCE.**

a. **Professional Liability Insurance**: Prior to the start of work under this Contract, the Attorney shall secure and maintain at his/her own expense Professional Liability Insurance appropriate to the Attorney'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 will 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 Attorney'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 Attorney'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. Attorney 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. Attorney shall annually provide Counties with proof of all such insurance.

b. **Workers Compensation:** Attorney 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 Attorney 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. Except as prohibited by law, Attorney waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

property damage, which may arise from any actions or inactions under this Contract by Attorney or by anyone directly employed by or contracting with Attorney. 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 shall contain an endorsement naming the Counties, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that Attorney's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the Counties.

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

Attorney 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. **Other Insurance Provisions**:

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

2. The Attorney's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

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

4. The Attorney'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 Attorney 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 Attorney maintains higher limits than the minimums required in this contract, the Counties require and shall be entitled to coverage for the higher limits maintained by the Attorney.**

7. The Attorney 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, except for professional liability under Section **[8(a)]**, shall be written on an Occurrence Policy form.

8. Attorney 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 Attorney to enter into a pre-loss agreement to waive subrogation without an endorsement, then Attorney 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 Attorney enter into such a waiver of subrogation on a pre-loss basis.

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

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

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Benton County Office of Public Defense within ten (10) days of execution of this Agreement.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the Benton County Office of Public Defense.

4. The Attorney or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Office of Public Defense: Attn: Office Manager, Benton County Office of Public Defense, 7122 W Okanogan Pl, Bldg A, Kennewick, WA 99336.

16. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that the PDM, another employee/representative of the County's Office of Public Defense, or the Benton County District Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney and such complaint is not amenable to resolution by simply facilitating the communication between the client and attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the complainant describing and detailing the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County, the Benton County Court Administrator and the PDM.

a. Upon receiving such complaint, the PDM, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall promptly forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response thereto (which Attorney shall prepare and provide to the County and the PDM within five (5) business days, who then shall provide the represented person with a copy of the response within five (5) business days thereafter). The PDM shall review the complaint and Attorney's response and take any action deemed necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The PDM then may follow-up with the Benton County District Court within five (5) business days thereafter to confirm or advise that the complaint has been, or is in the process of being, addressed and disposed of. This stated procedure does not interfere with or otherwise impair the Benton County District Court's ability and/or duty to monitor the performance of attorneys appearing before the court.

b. Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County and/or the PDM have the right to periodically ask, without limitation, the Benton County District Court and/or the District Court Administrator and/or other attorneys and/or persons previously represented by Attorney to provide the County with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, provided that such inquiry shall not be made of any person represented, absent a complaint from such person, during the course of representation.

17. **TERMINATION.**

Cause for Termination and Notice

a. In addition to any other automatic or discretionary termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In the event of automatic termination or termination pursuant to suspension or disbarment, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County and/or the Benton County District Court relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder; and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

Further, in the event that the Benton County District Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent hereunder, Attorney shall be liable up to $5,000.00 for any additional costs or expenses incurred by the County relating to such substitute appointment(s); and the County shall be entitled and authorized to setoff and deduct any such additional costs or expenses from any unpaid compensation owing to Attorney hereunder.

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election ("Early Termination"). Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney's continuing obligation to accept case appointments shall be governed by the provisions of Section 17.f herein.. A ninety (90) day notice of termination given by either party under this paragraph 17.c. shall be fully and immediately effective when received by the recipient party pursuant to the provisions of below paragraph 30 (notwithstanding the inclusion of any contrary terms or language in the notice) without any need for formal or informal acceptance or any other response by the recipient party, and such notice may not thereafter be rescinded/revoked by the party giving such notice unless such rescission/revocation is expressly acknowledged and agreed to by the recipient party in writing in the recipient party's sole discretion.

d. In any event, consistent with the provisions of paragraph 12.e. above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination (including trial per diems. Additionally, as required by paragraph 6 above, the termination of this

Agreement, regardless of the manner of termination, shall not relieve Attorney from the obligation and duty to continue representing all persons whom Attorney was appointed to represent prior to the termination unless Attorney is expressly barred or prohibited from doing so by court order and/or the suspension/disbarment of Attorney from the practice of law in Washington.

e. At the sole and exclusive discretion of County, Attorney may terminate this Agreement with less than 90 days notice with conditions of such Early Termination to be as set out in the next subsection below.

f. The parties agree that in the event of Early Termination of this Agreement with or without cause pursuant to Section 17.c, then:

1) If the Early Termination is initiated by County, then Attorney shall receive compensation for the entirety of the 90 day notice period, shall continue receiving case assignments during the first 30 of the 90 day notice period only, and shall not be responsible for any unresolved cases at the end of the 90 day notice period ("Residual Caseload").

2) If the Early Termination is initiated by Attorney, then the following provisions shall apply:

Notice	Appointments	Compensation	Legal Responsibility for Cases	Cost of Reassignment	Cap on Expenses
Days of Notice Required	Number of Days After Notice Attorney shall Continue to Accept Cases	Number of Days After Notice Attorney shall Continue to Receive Compensation	Number of Days After Notice Contractor is Responsible for Cases	Financial Responsibility for Reassignment of Residual Caseload	Cap on Attorney's Financial Responsibility for Residual Caseload
Less than 30	0	0	0	100% by Attorney	1 month of compensation
30-60 days	0	30	60	50% by each party	1 month of compensation
90 days	60	90	120	25% by Attorney	½ month of compensation

3) If, after termination, Attorney is then required to repay any compensation as constituting his/her share of financial responsibility for reassignment of Residual

Caseload ("Repayment Obligation"), then Attorney may make such repayment in one lump sum or, at his/her election, in the amount of $500 per month with the first payment being due on the first of the month immediately after the effective date of termination, and subsequent payments being due on the first of each subsequent month. Furthermore, County shall be entitled to offset any such Repayment Obligation by withholding any sums that are due and payable to Attorney on or after the effective date of termination.

4) Pursuant to Section 19.d of this Agreement, Attorney may arrange with another attorney ("Substitute Attorney") to assume Attorney's Residual Caseload upon departure to avoid any Repayment Obligation. If Attorney chooses to do so, then any payment arrangements for the services by Substitute Attorney shall be a matter to be arranged between Attorney and Substitute and shall not affect this Agreement or Attorney's obligation hereunder in any way except that Attorney shall not be responsible for any Repayment Obligation as to cases that are handled by Substitute Attorney and therefore not considered to be Residual Caseload cases.

18. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the Benton County District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's PDM, nor the Benton County District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

19. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 19.a-d below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other Benton County District Court Criminal Defense Panel members or staff attorneys employed by Benton County may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other

Benton County District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the County for such substitution(s). Provided, however, that substitution arrangements made by and between any contracted Defense Panel member and a staff attorney employed by Benton County shall not involve monetary compensation paid either way, and shall only be on a *quid pro quo* or "mutual coverage" basis.

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the PDM on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law and/or the requirements of representation under this Agreement during the term of this Agreement and is unable to obtain the assistance of the other Benton County District Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the District Court Administrator and the PDM) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Unless called to active military duty, Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period (including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 15 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

c. In the event Attorney is called up for active military duty or for direct civilian support of active military operations, Attorney shall provide the County and the PDM with written notice of such event within five (5) business days of Attorney being called up so that the PDM and Attorney can coordinate and arrange for an

appropriate substitute attorney to handle Attorney's duties under this Agreement while Attorney is on military leave and any reasonable back-to-civilian-life transition time requested by Attorney upon return. Attorney shall receive no compensation under this Agreement while on leave or during any such transition time.

d. Attorney may sub-contract substantially all of the duties to be provided pursuant to this Agreement provided that all of the following conditions are met:

(i) The proposed sub-contractor meets all the criteria set out in Section 3 of this Agreement; and

(ii) County agrees to the selection of the sub-contractor in its sole and exclusive discretion; and

(iii) Sub-contractor signs an acknowledgement and agreement to abide by all the terms and conditions of this Agreement (in such form as may be required by County); and

(iv) Attorney agrees to continue to be professionally responsible for any sub-contracted work.

Even in the event that Attorney sub-contracts substantially all of the duties to be provided pursuant to this Agreement, Attorney agrees to continue to be professionally responsible for all of the work performed pursuant to this Agreement (even if the work is actually performed by the sub-contractor), and agrees that Attorney's obligations in Section 14. Indemnification and Hold Harmless, continue to apply to any work that is performed by a sub-contractor.

20. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons in Benton County District Court.

21. **OTHER APPOINTMENTS.**

Attorney shall not enter into any contract/arrangement to perform criminal prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Consistent with Attorney's status as an independent contractor, Attorney shall have sole and personal professional responsibility for ensuring that Attorney's obligations on other contracts or arrangements to receive public defense appointments, when combined with this Agreement, are fully in compliance with

Washington State Standards for Indigent Defense including, but not limited to, the caseload standards contained therein.

22. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any capacity and under any circumstances except on any criminal cases pending before the Benton County District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitation on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the PDM's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the PDM's sole and absolute discretion.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

24. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

25. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

26. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

27. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

28. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

29. **DISPUTE RESOLUTION.**

a. The parties hereby specifically waive, release, and irrevocably relinquish any and all right to file a court lawsuit of any type to address any claims or dispute between the parties involving the performance or interpretation of this Agreement or that in any other way relate to, or arise from, this Agreement, and regardless of whether money damages, equitable relief, or any other type of relief is being sought. Provided, however, if necessary due to a party's disregard of and failure to abide by the non-judicial Dispute Resolution provisions contained in this paragraph 31, the other party may pursue court action to seek and obtain an order compelling and enforcing such Dispute Resolution provisions, and as part of such action and court order, the court shall order the party not complying with the requirements of such Dispute Resolution provisions to pay the other party's incurred attorney fees and costs.

b. Accordingly, in furtherance of the parties' above-stated agreement to submit any and all claims and disputes to non-judicial resolution, in the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, or that in any other way relates to, or arises from, this Agreement, either party may then make written demand on the other party to submit the dispute to mediation through the assistance of an experienced mediator chosen by mutual agreement of the parties who must be a Washington-licensed attorney experienced in contract disputes. The mediation shall occur within thirty (30) days of the mediation demand, unless the parties mutually agree otherwise. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

c. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator (who must be a Washington-licensed attorney experienced in contract disputes) and those two (2) so selected arbitrators shall mutually select a third arbitrator (who must be a Washington-licensed attorney experienced in contract disputes). The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days after the unsuccessful mediation session, the arbitrator(s) shall be

selected and designated, and the hearing shall be held within thirty (30) business days after designation of the arbitrator(s), unless the parties mutually agree otherwise. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

30. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address; mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton County Office of Public Defense
7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.Benton.wa.us

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be either personally delivered to Attorney at his/her below-stated business address; mailed to Attorney at his/her business address set forth in paragraph 2.a above, via certified U.S. mail, postage prepaid; or emailed to Attorney at his/her business email address set forth in paragraph 2.a.

c. Any such notices under this Agreement shall be deemed to have been duly given, made, and received when either personally delivered to the notice recipient in the manner described above; when duly deposited in the U.S. mail addressed to the recipient in the manner described above; or when emailed to the recipient in the manner described above. A party may change the address(es) to which notices are to be sent by giving notice of such change of address(es) in conformity with the above provisions of this paragraph for the giving of notice.

31. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and

regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation, and shall further comply with the County's policy against sexual harassment.

32. **PUBLIC DEFENSE MANAGER.** Attorney acknowledges that the County has established and employed the PDM to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the County. Attorney further acknowledges that the County has the right and discretion to direct the PDM to assume and fulfill various roles and functions under this Agreement. Though the PDM will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the PDM to allow for the effective monitoring and evaluation of Attorney's performance under and in compliance with this Agreement.

33. **PERFORMANCE STANDARDS MONITORING**. The parties agree and acknowledge that the County, pursuant to its legal duty to provide effective and competent public defense representation, and needing a reasonable, effective and relatively objective way to gauge the effectiveness of contract public defenders, will, by and through its Office of Public Defense, monitor the effectiveness and competence of contract public defenders, including Attorney, by Performance Standards Monitoring ("Monitoring"). Attorney understands that Attorney's performance and eligibility for future contracts will be evaluated based on data collected through Monitoring and the County Office of Public Defense may, but is not obligated to, from time to time make known to Attorney any opportunities for improvement as observed through Monitoring efforts and/or issues that need to be addressed. Attorney further agrees to reasonably cooperate with County, its Office of Public Defense, and any staff from that office that are engaged in Monitoring efforts so that data collected through such efforts are accurate and timely. The actual Performance Standards to be monitored are contained in the Performance Standards Monitoring section, attached as Exhibit "A" to this Agreement, the acknowledgement of which, by Attorney's affirmative signature, is required to fully execute this Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu (Jan 22, 2021 11:32 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date Jan 25, 2021

Joseph D. White
Joseph D. White (Jan 25, 2021 10:48 PST)

Joseph D. White, WSBA 55045
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

EXHIBIT A

PERFORMANCE STANDARDS MONITORING

Attorney acknowledges that County will be engaging in Performance Standards Monitoring as more fully described in Section 34 of this Agreement and that said Monitoring will comprise of the following:

a. Metrics Monitoring will entail the collection of the following metrics specific to Attorney:

- Trials held
- 3.5, 3.6 and other significant motions filed
- Motions filed under RCW 10.77 for competency evaluations
- Number of cases disposed of at trial readiness with dismissal or other comparable favorable result
- Number of cases where investigative services were requested
- Number of visits to incarcerated clients in Benton County Jail
- Number of client complaints
- Amount of time spent per case

b. Court Observation Monitoring will also entail direct observation of Attorney's performance in court (including, but not limited to pre-trial dockets, motion dockets and trials) by Benton County Office of Public Defense Supervisory Staff to evaluate, among other things:

- Attorney's preparedness and readiness
- Attorney's interactions with clients
- Attorney's ability and willingness to advocate to the court on behalf of clients

Attorney acknowledgment:

Joseph D. White

Joseph D. White (Jan 25, 2021 10:48 PST)

I understand and acknowledge that Benton County will utilize the Performance Standards Monitoring as set out in this Exhibit to my public defense contract to evaluate my effectiveness as a public defender and that contract decisions, such as renewals, extensions, caseload increases, or assignment to other public defense duties will be made with reference to the results of such Performance Standards Monitoring.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 09, 2021 **Memo Date:** January 25, 2021
Subject:	Final Plat of Grace Estates - SUB 2020-010 (Applicant: Ron Wenger)
Presenter:	N/A
Prepared By:	Michelle Cooke, Assistant Planning Manager
Reviewed By:	Greg Wendt, Director of Community Development

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	☒ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Documents	☐ Pass Ordinance
		☐ Execute Contract

Summary/Background Information

On July 14, 2020, the Benton County Board of County Commissioners approved the preliminary plat of Grace Estates - SUB 2020-001, a proposal to subdivide approximately 9.37 acres into 7 residential lots with an average lot size of 1.25 acres. The plat is located south of North River Road and east of Moore Road in unincorporated Prosser, WA on parcels 102843012461003 and 102843012461004.

The preliminary plat was approved subject to eight (8) Findings of Fact and eighteen (18) Conditions of Approval. The eighteen (18) conditions have been completed for the Final Plat of Grace Estates - SUB 2020-010 and the final plat is being submitted to the Board for their approval and signature. It has been determined that the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied.

The Final Plat of Grace Estates - SUB 2020-010 is ready for signature by the Chairman of the Board of County Commissioners.

Fiscal Impact

Maintenance of new County roads.

Amount: Unknown **Fund:** Unknown

Recommendation

It is the recommendation of the Benton County Planning Department that the Final Plat of Grace Estates - SUB 2020-010 be approved and the Board sign the attached resolution authorizing the Chairman to sign the final plat.

Suggested Motion

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF GRACE ESTATES - FILE NO. SUB 2020-010. APPLICANT: RON WENGER, PARCEL NUMBERS: 1-0284-301-2461-003 AND 1-0284-301-2461-004.

WHEREAS, on July 14, 2020, the Board of County Commissioners approved the preliminary plat of Grace Estates - SUB 2020-001; and,

WHEREAS, on Tuesday, February 09, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick at a public meeting, the Board of County Commissioners considered the final plat of Grace Estates - SUB 2020-010; and,

WHEREAS, the Board of County Commissioners has reviewed the Planning Department's recommendation and has determined the following standards have been met:

1. The final plat is consistent with the preliminary plat;
2. The final plat includes all of the information required by BCC 9.07.080;
3. All changes and conditions imposed on the preliminary plat approved by the Board have been made and complied with; and
4. All applicable requirements of the state law and this title have been satisfied; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Grace Estates - SUB 2020-010 and has obtained all required signatures; and

WHEREAS, it appears to be in the public's best interest to approve said final plat of Grace Estates - SUB 2020-010, NOW THEREFORE,

BE IT RESOLVED that the final plat of Grace Estates - SUB 2020-010 is hereby approved and the Chairman so indicate by signing the plat.

Dated this 9th day of February 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

PLAT OF GRACE ESTATES

LOCATED IN A PORTION OF GOVERNMENT LOT 8, SECTION 2, TOWNSHIP 8 NORTH, RANGE 24 EAST, W.M. BENTON COUNTY, WASHINGTON

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS AS SHOWN WITH OUR CONSENT AND IN ACCORDANCE WITH OUR DESIRES AND THAT THE EASEMENTS ON THE PLAT ARE HEREBY GRANTED FOR THE USES SHOWN THEREON.

Ronald Edward Wenger Jr. — Jodi A. Wenger

RONALD E. WENGER, JR. — JODI A. WENGER

ACKNOWLEDGMENT

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

ON THIS DAY PERSONALLY APPEARED BEFORE ME RONALD E. WENGER, JR. AND JODI A. WENGER, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUAL, OR INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 22 DAY OF January, 2021

Diane L. Weber
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT: Moxee

Notary Public State of Washington DIANE L WEBER MY COMMISSION EXPIRES MARCH 30, 2024

NOTARY STAMP (BLACK INK ONLY)

APPROVALS

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON THE DATE OF THIS CERTIFICATION HAVE BEEN PAID.

DATED THIS 26 DAY OF January 2021

PARCEL NUMBER: 1-0284-301-2461-004 & 1-0284-301-2461-003

Ken Spencer by Jessica Lang — 1-26-2021
BENTON COUNTY TREASURER — DATE

Bill Spencer by Judy A Wardwell — 1-26-2021
BENTON COUNTY ASSESSOR — DATE

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

[signature] — 1-27-2021
BENTON COUNTY PLAT ADMINISTRATOR — DATE

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

[signature] — 01/25/21
BENTON COUNTY ENGINEER — DATE

THIS PLAT IS HEREBY APPROVED BY THE BENTON FRANKLIN HEALTH DEPARTMENT

[signature] — 1-22-21
BENTON FRANKLIN HEALTH DEPARTMENT — DATE

IRRIGATION APPROVAL

THE PROPERTY DESCRIBED HEREON IS LOCATED WHOLLY OR IN PART WITHIN THE BOUNDARY OR THE SUNNYSIDE VALLEY IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS-OF-WAY SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS LOCATED WITHIN THIS PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. I ALSO CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHTS-OF-WAY ARE ADEQUATE TO TRANSMIT IRRIGATION WATER THROUGH THIS PLAT TO OTHER ADJACENT LAND ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT. SP 3072

FURTHER CERTIFY THAT:
DB 1. THIS PLAT CONTAINS COMPLETED IRRIGATION DISTRIBUTION FACILITIES IN ACCORDANCE WITH THE DISTRICT'S STANDARDS.
___ 2. PROVISIONS ACCEPTABLE TO THE DISTRICT HAVE BEEN MADE FOR COMPLETED IRRIGATION DISTRIBUTION FACILITIES. A COVENANT HAS BEEN FILED WITH THIS PLAT.
___ 3. THE EXISTING SHARED IRRIGATION DISTRIBUTION FACILITY IS ADEQUATE TO MEET THIS REQUIREMENT.
___ 4. LOTS ___ ARE NOT CLASSIFIED AS "IRRIGABLE LAND" BY THIS DISTRICT AND/OR ARE NOT ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THIS DISTRICT.

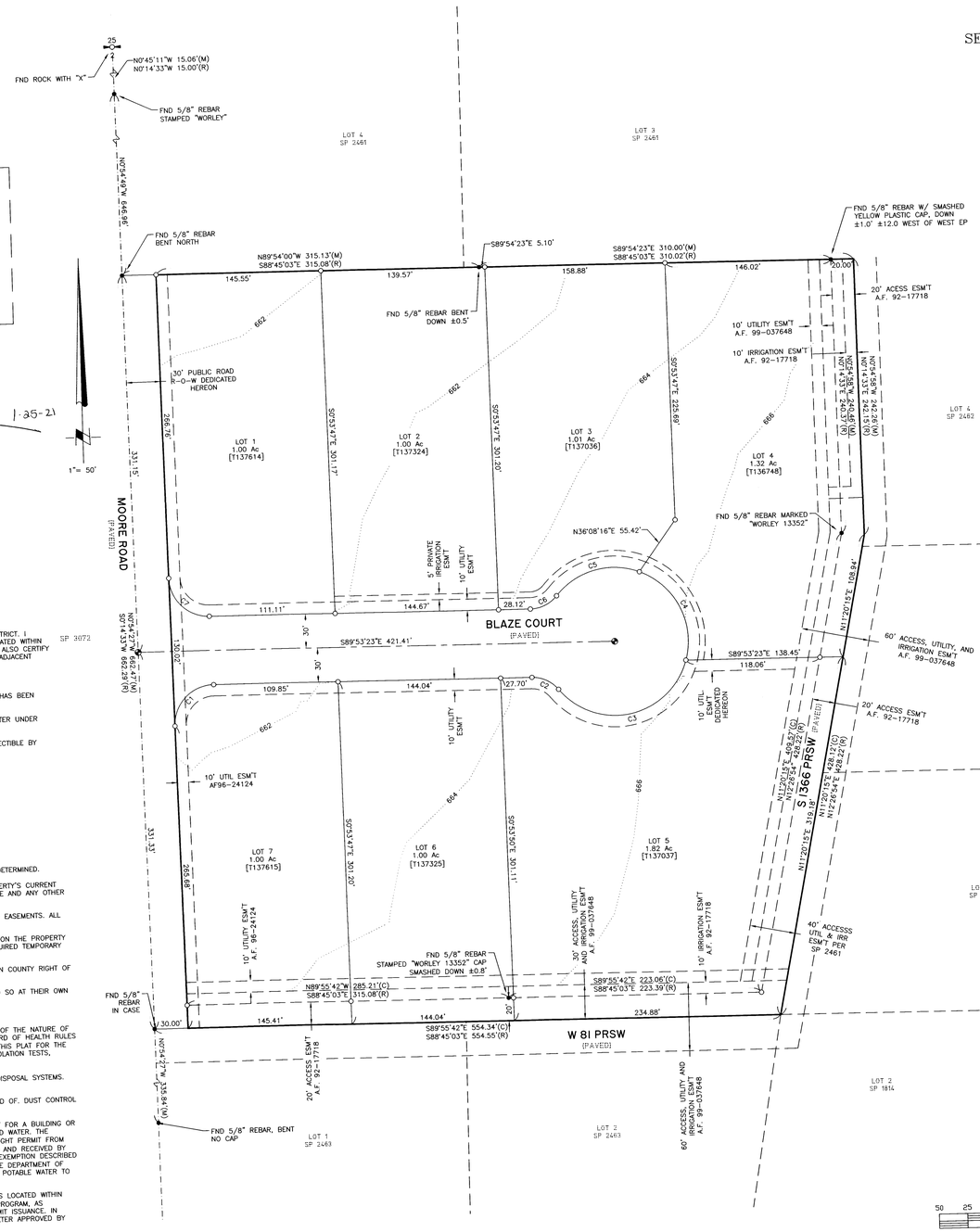
SUNNYSIDE VALLEY IRRIGATION DISTRICT (S.V.I.D.) HEREBY CERTIFIES THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON ON DATE OF THIS CERTIFICATION HAVE BEEN PAID.

DATED THIS 22 DAY OF January, 20 21

[signature]
SUNNYSIDE VALLEY IRRIGATION DISTRICT

BENTON COUNTY NOTES:

1. ADDRESS NUMBERS [NOTED IN BRACKETS] ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF ACCESS ONTO THE PLAT IS DETERMINED.
2. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS, AND MAINTENANCE BY THE PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND ANY OTHER DEFINED UTILITIES THROUGH SAID TRACT.
3. BENTON COUNTY IS NOT RESPONSIBLE FOR THE MAINTENANCE OR UPKEEP OF ANY STORMWATER RETENTION FACILITY OR DRAINAGE EASEMENTS. ALL SUCH MAINTENANCE AND UPKEEP ARE THE RESPONSIBILITY OF THE UNDERLYING PROPERTY OWNER.
4. 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.
5. NO TREES, SHRUBS, WEEDS, FENCING OR OTHER OBSTRUCTIONS MORE THAN 24 INCHES IN HEIGHT ARE PERMITTED WITHIN BENTON COUNTY RIGHT OF WAY.
6. 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.
7. ALL LOTS WITHIN THIS PLAT SHALL ONLY HAVE ACCESS FROM BLAZE COURT.
8. THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE NATURE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN BOARD OF HEALTH RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE. FURTHER BE ADVISED THIS DEPARTMENT'S APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS, PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
9. THE LOTS WITHIN THIS PLAT MAY HAVE SPECIFIC LIMITATIONS AND/OR RESTRICTIONS FOR THE PLACEMENT OF ON-SITE SEWAGE DISPOSAL SYSTEMS. THE BENTON-FRANKLIN HEALTH DEPARTMENT SHOULD BE CONTACTED FOR FURTHER INFORMATION.
10. 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.
11. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050, AS CURRENTLY EXISTING AND HEREAFTER AMENDED, REGARDING PUBLIC GROUND WATER. THE APPLICANT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS ON EACH LOT; (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050, AS CURRENTLY EXISTING AND HEREAFTER AMENDED; OR (C) A WRITTEN APPROVAL OF THE WASHINGTON STATE DEPARTMENT OF HEALTH THAT A GROUP A OR GROUP B PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.
12. THIS PLAT IS LOCATED WITHIN THE BENTON COUNTY RURAL WATER SUPPLY PROGRAM MITIGATION AREA. ALL NEW DWELLING UNITS LOCATED WITHIN THIS PLAT ARE REQUIRED TO COMPLY WITH BENTON COUNTY ORDINANCE 619 (BCC TITLE 15), BENTON COUNTY RURAL WATER PROGRAM, AS AMENDED. ALL NEW DWELLING UNITS SHALL ACQUIRE A MITIGATION CERTIFICATE FROM BENTON COUNTY PRIOR TO BUILDING PERMIT ISSUANCE. IN ADDITION, ALL NEW DWELLING UNITS WITHIN THE MITIGATION AREA ARE REQUIRED TO METER THEIR WATER USAGE THROUGH A METER APPROVED BY THE COUNTY AND PAY AN ANNUAL PROGRAM FEE IN AN AMOUNT SET BY THE COUNTY.
13. ALL GROUND DISTURBING ACTIVITIES OR DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE EVALUATED BY THE WASHINGTON STATE DEPARTMENT OF ARCHEOLOGY AND HISTORIC PRESERVATION TO DETERMINE IF AN ARCHAEOLOGICAL SITE ALTERATION & EXCAVATION PERMIT WILL BE REQUIRED.



LEGAL DESCRIPTION

LOTS 3 AND 4, SHORT PLAT 2461, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER RECORDING NUMBER 1999-037648, RECORDS OF BENTON COUNTY, WASHINGTON.

SURVEYOR'S NOTES:

1. BASIS OF BEARINGS IS GRID, US STATE PLANE NAD 83/2011, BASED ON RTK GNSS OBSERVATIONS.
2. ● =DENOTES SET 5/8"X24" REBAR WITH ORANGE PLASTIC CAP STAMPED "RSI DPB 41028".
3. ● =DENOTES FOUND MONUMENT AS NOTED.
4. ⊕ =DENOTES SET 5/8"X24" REBAR WITH 2.5" ALUMINUM CAP STAMPED "ROGERS SURVEYING INC 41028" IN MONUMENT CASE.
5. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
6. (M)=MEASURED
   (R)=RECORD PER SHORT PLAT 2461
7. CONTOURS HEREON (SHOWN THUSLY) ..... ARE SHOWN ONLY TO SATISFY THE REQUIREMENTS OF THE BENTON COUNTY PLANNING DEPARTMENT, AND SHOULD NOT BE USED FOR ENGINEERING DESIGN, FLOOD HAZARD CERTIFICATION, OR ANY OTHER PURPOSE. CONTOUR INTERVAL = 2'. DATUM = NAVD88

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	55.59	35.00	91°00'27"	S44°36'24"W	49.93
C2	26.62	30.00	50°50'00"	N64°28'23"W	25.75
C3	141.71	65.00	124°54'51"	N78°29'11"E	115.27
C4	96.46	65.00	85°01'27"	N26°28'58"W	87.85
C5	81.37	65.00	71°43'41"	S75°08'28"W	76.16
C6	26.62	30.00	50°50'00"	N64°41'37"E	25.75
C7	54.35	35.00	88°58'24"	S45°24'11"E	49.05

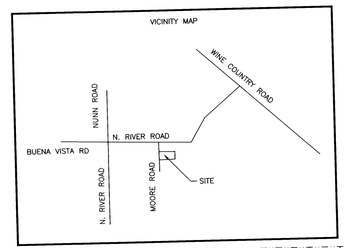
SURVEYOR'S CERTIFICATION

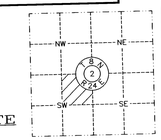
I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE PLAT OF GRACE ESTATES, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

REGISTERED PROFESSIONAL LAND SURVEYOR 41028

DAVID P. BAALMAN
1-21-2021
DATE

VICINITY MAP





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____

BENTON COUNTY AUDITOR — FEE NUMBER

ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

11-18-20 DRN BY: ALM 36520.DWG

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9th, 2021
Subject:	Acceptance of River Crest Place for maintenance
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

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

Summary / Background Information

Wallgren Road being a part of the Foisy Subdivision tracks 10, 12, 14, and 16 First Addition to the Town of Plymouth, was not constructed as part of the subdivision. Karen Pratt, a developer, requested approval to construct Wallgren Road to County Standards, under the County's supervision. The Board of County Commissioners approved construction of Wallgren Road on October 13th, 2020 per resolution 2020-732. Wallgren Road is now known as River Crest Place. Benton County Board of Commissioners approved the name change on October 13th, 2020 as per resolution 2020-731.

The construction of River Crest Place was successfully completed on January 11th, 2021 under the supervision of the County Engineer. River Crest Place is a paved rural local access road located in S7 T5 R28, of approximately 0.12 miles.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends the Board of County Commissioners adopt River Crest Place as an on-system County Road.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: ACCEPTING CONSTRUCTION OF RIVER CREST PLACE

WHEREAS, River Crest Place previously known as Wallgren Road was dedicated for public use as part of the Foisy Subdivision tracks 10, 12, 14, and 16 First Addition to the Town of Plymouth; and

WHEREAS, Benton County Public Works received a request to change the name of Wallgren Road to River Crest Place. The Board of County Commissioners approved the name change per resolution 2020-731; and

WHEREAS, the construction plans of Wallgren Road were approved by the Board of County Commissioners on October 13th, 2020 per resolution 2020-732; and

WHEREAS, construction of Wallgren Road, now known as River Crest Place, was completed January 11th, 2021 under the supervision of the County Engineer; and

WHEREAS, construction of River Crest Place meets current County Standards; **NOW, THEREFORE**

BE IT RESOLVED the Board of County Commissioners now adopts River Crest Place for maintenance as a rural local access road.

Dated this 9th day of February 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

GENERAL CONSTRUCTION NOTES

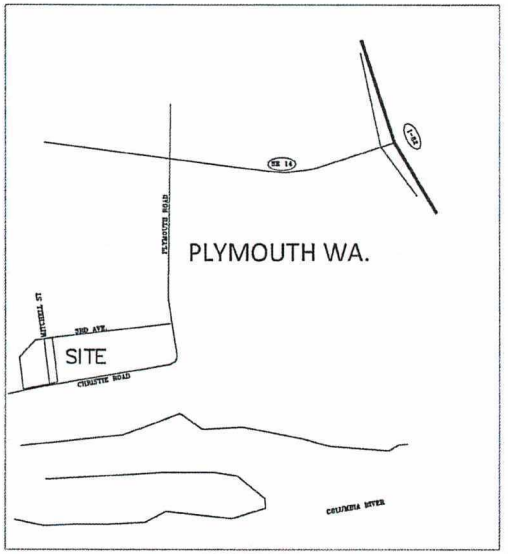
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE MOST CURRENT WSDOT STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, APPLICABLE BENTON COUNTY STANDARD PLANS AND THE REQUIREMENTS OF THE COUNTY ENGINEER
2. NO WORK ON THIS PROJECT SHALL COMMENCE UNTIL A BENTON COUNTY PRECONSTRUCTION CONFERENCE HAS BEEN HELD.
3. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
4. THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL BE LICENSED BY THE STATE OF WASHINGTON AND BONDED TO DO WORK IN THE PUBLIC RIGHT-OF-WAY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION DEFICIENCIES FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE BY BENTON COUNTY.
6. THE COUNTY ENGINEER OR HIS/HER REPRESENTATIVE SHALL FIRST APPROVE ANY CHANGES OR MODIFICATIONS TO THE PROJECT PLANS. ALL CHANGES MUST BE SUBMITTED TO THE COUNTY ENGINEER BY THE DESIGN ENGINEER.
7. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED WITH THE FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
8. THE CONTRACTOR SHALL CALL ALL UNDERGROUND UTILITY COMPANIES FOR THEIR RESPECTIVE EXISTING UTILITY LOCATION PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ON THIS PROJECT. CALL 1-800-424-555 BEFORE YOU DIG.
9. THE CONTRACTOR SHALL TAKE ANY MEANS NECESSARY TO KEEP FROM TRACKING MUD AND DEBRIS OUT INTO EXISTING STREETS.
10. CONTRACTOR TO COORDINATE ALL WATER LINE IMPROVEMENTS WITH THE PLYMOUTH WATER DISTRICT. NO WATER LINE IMPROVEMENTS SHALL BE DONE WITH OUT APPROVAL FROM THE PLYMOUTH WATER DISTRICT AND NO WATER LINES SHALL BE COVERED WITHOUT APPROVAL OF THE PLYMOUTH WATER DISTRICT.
11. TESTING OF WATER LINE SHALL BE DONE PER THE STATE OF WASHINGTON STANDARD SPECIFICATIONS.
12. TRENCHING FOR UNDERGROUND POWER SHALL BE COORDINATED WITH BENTON REA.
13. BENTON COUNTY ROAD CROSSING PERMITS WILL BE REQUIRED FOR ALL TRENCHES TO BE DUG ACROSS AN EXISTING COUNTY ROAD.
14. RIVER CREST PLACE TO BE CONSTRUCTED PER BENTON COUNTY "ROAD SECTION – STANDARD" REQUIREMENTS, STANDARD PLAN R-1, MODIFIED TO 24' WIDTH.
15. INTERSECTION OF RIVER CREST PLACE AND CHRISTIE ROAD TO BE CONSTRUCTED PER BENTON COUNTY "COUNTY ROAD APPROACH" REQUIREMENTS STANDARD PLAN R-4.
16. LICENSED SURVEYOR TO INSTALL MONUMENT AT INTERSECTION OF CHRISTY & RIVER CREST PLACE, AND AT CENTER OF CUL-DE-SAC IN RIVER CREST PLACE PER BENTON COUNTY "MONUMENT CASE & COVER," STANDARD PLAN R-14B.

EROSION/SEDIMENTATION CONTROL (ESC) NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES DURING CONSTRUCTION FOR EROSION AND SEDIMENTATION CONTROL AND IS RESPONSIBLE TO PROTECT AGAINST SEDIMENTATION RUN-OFF. CONSTRUCTION SITE SHALL BE ADEQUATELY WATERED TO PREVENT AN EXCESS OF WIND BLOWN DUST AND SAND FROM LEAVING SITE.
2. THE ESC FACILITIES, IF NEEDED, MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT ENTER EXISTING DRAINAGE SYSTEMS, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.
3. DURING THE CONSTRUCTION PERIOD ESC FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DOES NOT LEAVE THE SITE.
4. AT NO TIME SHALL MORE THAN ONE FOOT OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A TRAPPED CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATIONS SHALL NOT FLUSH SEDIMENT LADEN WATER INTO THE DOWNSTREAM DRAINAGE SYSTEM. CATCH BASINS SHALL BE PROTECTED PER COP STD. DWG. 4-8.
5. ALL DISTURBED AREAS SHALL BE HYDRO-SEEDED AFTER THE COMPLETION OF THIS PROJECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE, AT ALL TIMES DURING CONSTRUCTION, FOR PREVENTING MUD AND DEBRIS FROM CONSTRUCTION EQUIPMENT ENTERING EXISTING STREETS.

APPROVED FOR CONSTRUCTION

BENTON COUNTY ENGINEER	DATE
CHAIRMAN – BENTON COUNTY COMMISSIONERS	DATE
BENTON COUNTY CLERK OF THE BOARD	DATE
BENTON COUNTY FIRE MARSHALL	DATE
BENTON REA	DATE
PLYMOUTH WATER DISTRICT	DATE



VICINITY MAP
NOT TO SCALE



NOTE:
ROADSIDE DITCH TO BE MAINTAINED AS A DRAINAGE SWALE. ROAD APPROACHES/DRIVEWAYS WILL NOT HAVE A CULVERT. DRIVEWAY LOCATIONS AND SWALE FILL TO BE LOCATED AND COMPLETED BY THE OWNER/HOME BUILDER.

SHEET INDEX

SHEET 1 COVER SHEET
SHEET 2 RIVER CREST PLACE
SHEET 3 WATER
SHEET 4 DETAILS - COUNTY
SHEET 5 DETAILS - REA
SHEET 6 STAKING - REA

AS–BUILT PLANS

THIS DRAWING IS A TRUE AND ACCURATE REPRESENTATION OF THE ACTUAL CONSTRUCTION TO THE BEST OF OUR KNOWLEDGE. IT IS SUGGESTED THAT THIS PLAN BE USED IN CONJUNCTION WITH FIELD VERIFICATION OF LOCATION AND ELEVATION OF IMPROVEMENTS IN QUESTION.

811
Know what's below.
Call before you dig.
48 HOURS
NOTICE REQUIRED

COVER SHEET 1-6-21

REV	DATE	REVISIONS/COMMENTS	BY	APP
1	9-2-20	REVISIONS PER COUNTY COMMENTS (9-25-20)	SVS	AKR
2	9-30-20	REVISIONS PER COUNTY COMMENTS (10-2-20)	SVS	AKR
3	3-30-21	REVISIONS PER COUNTY COMMENTS (3-24-21)	AKR	AKR
4	5-28-21	REVISIONS PER COUNTY COMMENTS (5-28-21)	AKR	AKR
5	10-1-21	REVISIONS PER COUNTY COMMENTS (10-1-21)	AKR	AKR
6	1-6-21	AS-BUILT DRAWINGS	AKR	AKR

SPINK ENGINEERING
1913 Tarmid Dr • Richland, WA • 509.946.1981 • www.spinkeng.com

DRAWN BY: SVS
DESIGNED BY: SVS
APPROVED BY: AKR
FILE: 20-106.dwg

PRATT
RIVER CREST PLACE
PLYMOUTH WASHINGTON

SHEET 1 of 6
JOB# 20-106
DWG# 600-244

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9th, 2021
Subject:	Right-of-Way Vacation
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

A portion of right-of-way abutting SR 397 has become an unusable remnant.

A public hearing was held on January 12th, 2021, at 9:00 a.m., in which the Commissioners approved the vacation.

Fiscal Impact

N/A

Recommendation

Public Works recommends that the Commissioners approve the consent agenda and sign the Resolution vacating the proposed right of way.

Suggested Motion

Approve Consent Agenda, which includes the signing of the resolution to vacate the right of way.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: PROPOSED VACATION AND ABANDONMENT OF A PORTION OF COUNTY RIGHT-OF-WAY ABUTTING SR 397 LOCATED IN THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 30 EAST, WM;

WHEREAS, a public hearing was held for January 12th, 2021 to consider the vacation and abandonment of the portion of the right-of-way abutting SR 397 as shown on Exhibit A attached hereto; and

WHEREAS, a portion of the right-of-way abutting SR 397 has become an unusable remnant; and

WHEREAS, easements are required to remain for utilities; and

WHEREAS, there being no further testimony forthcoming, the Board closed the Public Hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;

2. After field review the County Engineer recommends the public will be benefited by the portion of right of way being vacated and abandoned, and the right of way is useless as part of the county road system; **NOW, THEREFORE**

BE IT RESOLVED that the portion of the right-of-way abutting SR 397 located in the South Half of the South Half of the Northeast Quarter of Section 26, Township 8 North, Range 30 East, W.M., Benton County Washington as depicted in Exhibit A attached hereto, be vacated and abandoned; and

BE IT FURTHER RESOLVED the easements for the utilities currently occupying the portion of the vacated right-of-way will be reserved.

Dated this 9th day of February, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Benton County Public Works

Cristina Woods

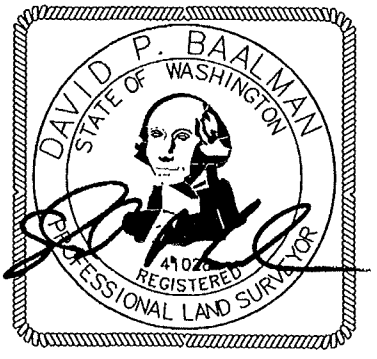
EXHIBIT A

Vacation of a portion of right of way abutting SR 397

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).

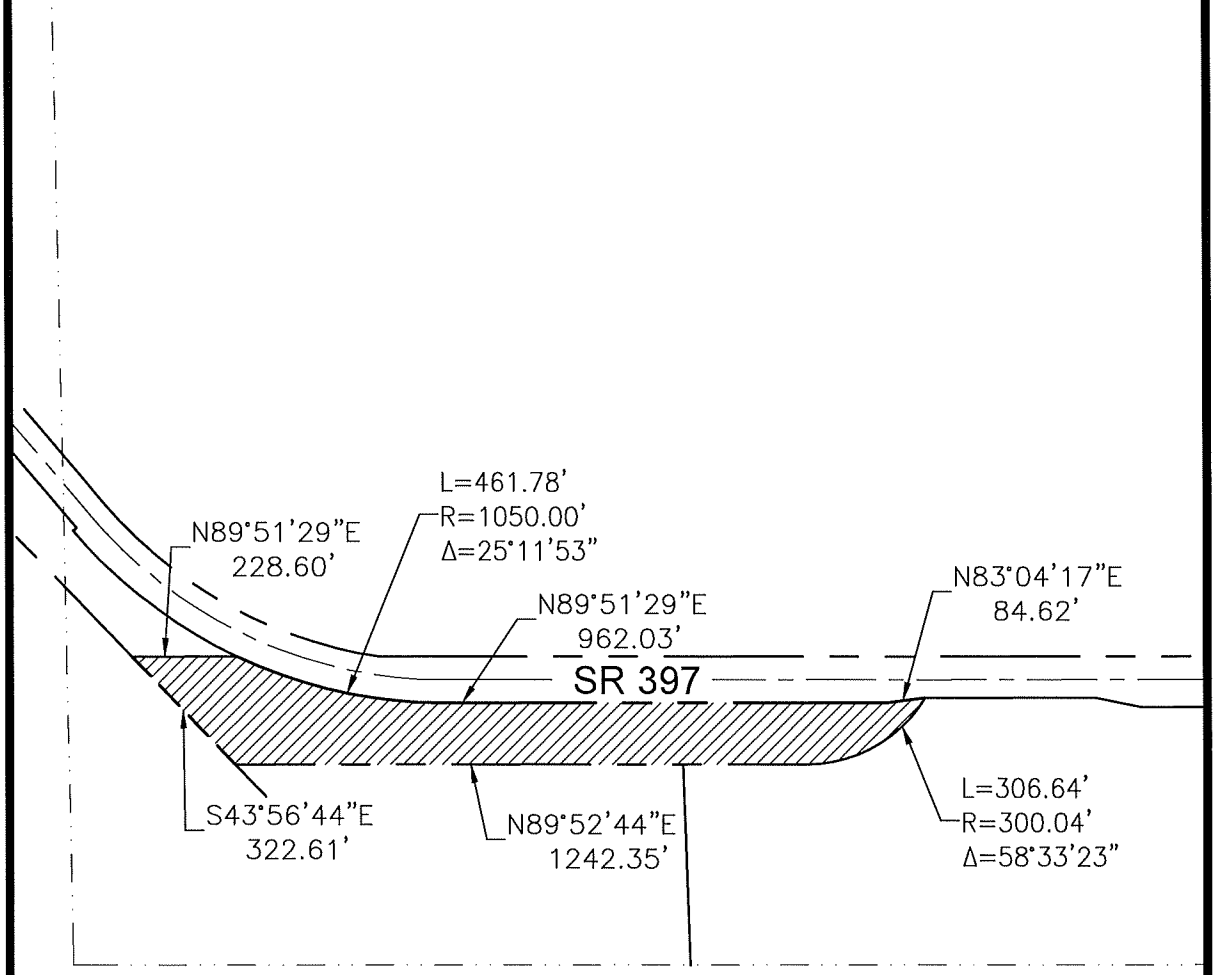


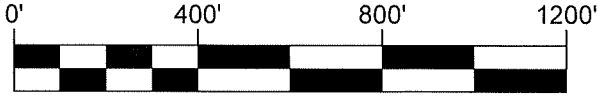
5-27-2020

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:	February 9th, 2021
Subject:	Broadview Water Association; 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
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- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Broadview Water Association has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held November 24th, 2020 to consider the request of Broadview Water Association who has applied for a nonexclusive franchise to place a private water pipeline 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 Broadview Water Association, 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 BROADVIEW WATER ASSOCIATION TO PLACE A PRIVATE WATER PIPELINE SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held November 24th, 2020 to consider the request of Broadview Water Association who has applied for a nonexclusive franchise to place a private water pipeline 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 February 9th, 2031, 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, Broadview Water Association 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 Broadview Water Association for a private water pipeline 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 9th day of February 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: Broadview Water Association

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF BROADVIEW WATER ASSOCIATION FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE A PRIVATE WATER PIPELINE SYSTEMS AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of BROADVIEW WATER ASSOCIATION, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove A PRIVATE WATER PIPELINE SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not

within the corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to BROADVIEW WATER ASSOCIATION 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 A PRIVATE WATER PIPELINE SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire ___February 9th ,2031___.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

Tom Autrey
1222 Broadview Drive
West Richland, WA 99353

Phone: (509) 539-7814
E-mail: tom.autrey@pnnl.gov

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:

Tom Autrey, President BWA

Date 12-16-20

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 12-9-20

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

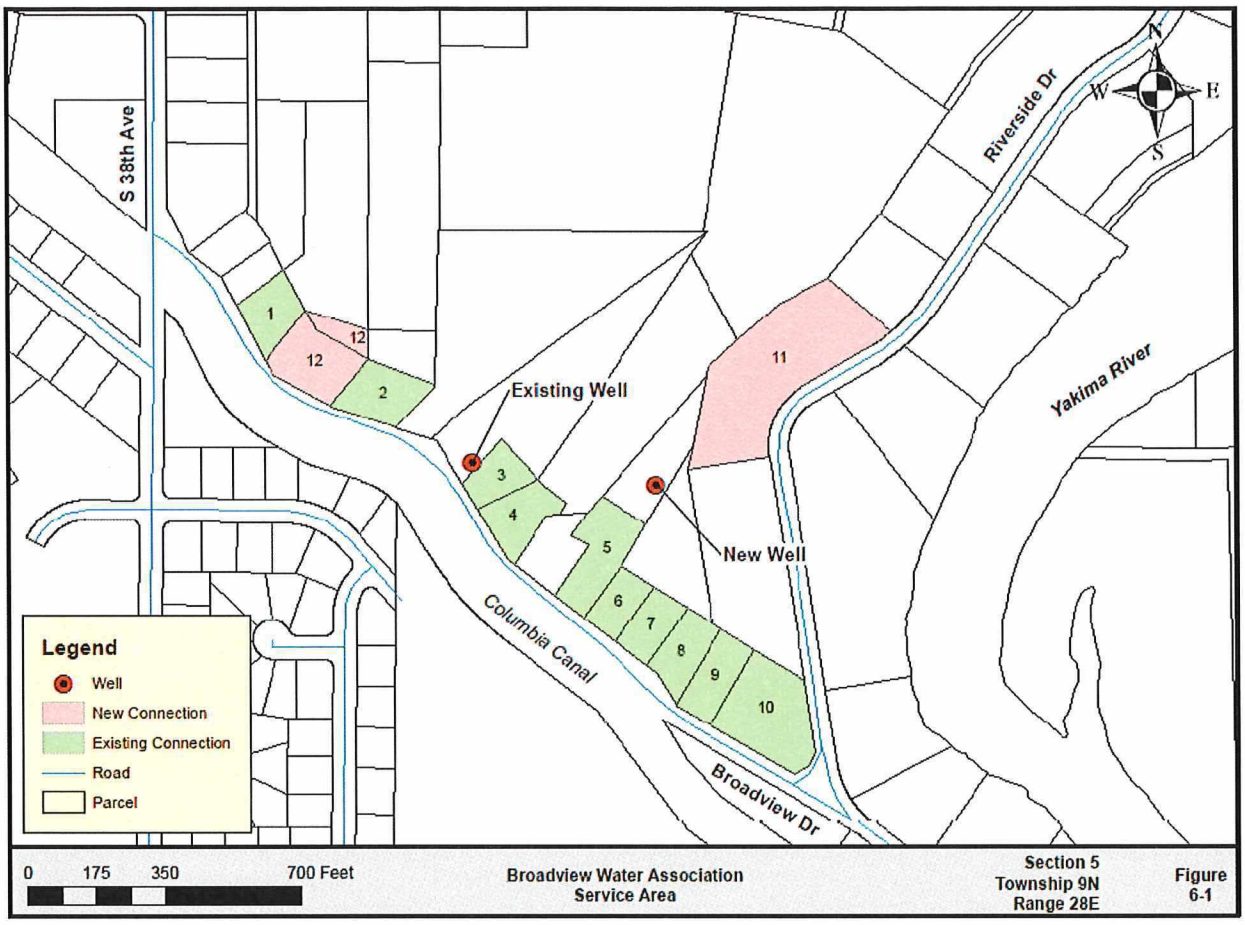
Constituting the Board of County Commissioners, Benton County, Washington.

ATTEST:

Clerk of the Board

Date

EXHIBIT A


S 38th Ave
Riverside Dr
Yakima River
Columbia Canal
Broadview Dr
Existing Well
New Well
1
12
12
2
3
4
5
6
7
8
9
10
11
N
W
E
S
Legend
Well
New Connection
Existing Connection
Road
Parcel
0
175
350
700 Feet
Broadview Water Association
Service Area
Section 5
Township 9N
Range 28E
Figure
6-1

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9th, 2021
Subject:	Approval of Construction plans for Mt. View Meadows PH 2
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

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

Summary / Background Information

RCW 36.77.010 requires that all plans for the construction or improvement of a county road be filed with and approved by the Board of County Commissioners.

Mt. View Meadows Ph2 is a subdivision in the city limits of Benton City which will require improvements to Kendall Road an existing County Road.
Steve Bauman with RP Development has submitted construction plans which have been approved by the Benton County Engineer and the Benton City Engineer.

The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for Mt. View Meadows Ph2.

The plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners.

* Note: Original signature sheet will be brought to commissioners meeting to be signed.

Fiscal Impact

N/A

Recommendation

Staff recommends that the Commissioners sign the cover sheet, approving the project

Suggested Motion

Approve as part of consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY APPROVING CONSTRUCTION PLANS FOR KENDALL ROAD AS PART OF MT. VIEW MEADOWS PHASE 2 A SUBDIVISION IN BENTON CITY.

WHEREAS, RCW 36.77.010 requires that all plans for the construction or improvement of County roads be filed with and approved by the Board of County Commissioners; **and**

WHEREAS, Mt. View Meadows Phase Two is a subdivision in the city limits of Benton City, that will require improvements to Kendall Road an existing County Road; **and**

WHEREAS, plans for the above referenced project, having been reviewed and approved by the County Engineer and the Benton City Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the construction plans for Mt. View Meadows Phase 2 be approved and that the Chairman is authorized to sign said construction plans.

Dated this 9th day of February 2021.

_____
Chairman

_____
Chairman Pro-Tern

_____
Member

Attest:_____
Clerk of the Board

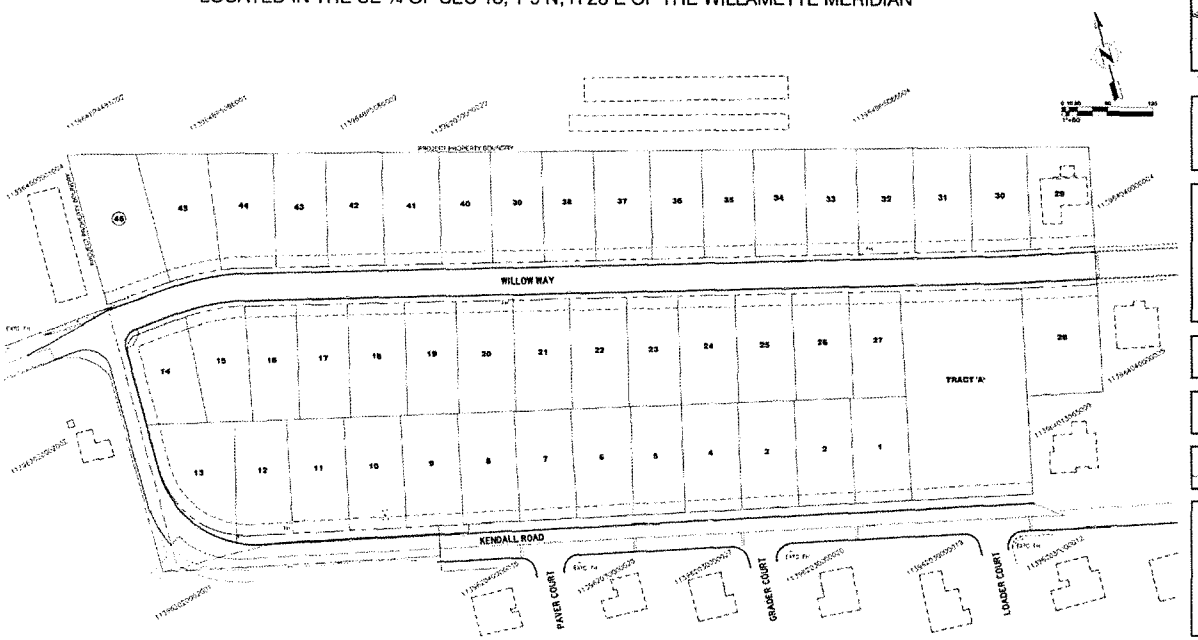
Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Mt. View Meadows, Ph 2

LOCATED IN THE SE ¼ OF SEC 13, T 9 N, R 26 E OF THE WILLAMETTE MERIDIAN



Owner/Developer
RF Development Inc.
6134 W Deschutes Ave, Suite 509
Kennewick, WA 99336

Surveyor
FBS Engineering and Environmental, Inc.
Alex Matenaer, PLS
434 Bradley Blvd, Ste 138
Richland, WA 99352
Phone: (509) 942-1905

Basis of Bearing:

NAD 83 WASHINGTON STATE PLANE, SOUTH ZONE
100% PROTRACTED HOLD A GRID BEARING OF S34°09'09"E ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 13, T9N, R26E, W.M., BETWEEN FOUND MONUMENT BEARINGS THE NORTHEAST CORNER OF SECTION 13 AND THE CALCULATED POSITION OF THE EAST 1/4 CORNER OF SECTION 13, CALCULATED USING TWO FOUND WITNESS CORNER MONUMENTS

Basis of Elevation:

NAVD88 USING THE WASHINGTON STATE VRS NETWORK HOLDING 439.68' AT CONTROL POINT #58 BEING A FOUND 3" BRASS IN CONCRETE

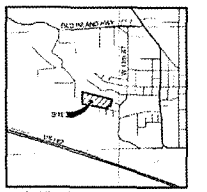
General Notes:

All materials and workmanship shall be in conformance with the latest revision of the City of Benton City Standard Specifications and Details, and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction.

Site grading, street, storm sewer, and potable water system construction materials and workmanship shall conform to the latest revision of the City of Benton City standard specifications and details, the 2026 Standard Specifications for Road, Bridge, and Municipal construction as prepared by WSDOT/APWA and as amended by the City of Benton City, and the plans and specifications herein.

The contractor and all sub-contractors shall be licensed by the State of Washington and have died on the work in the public right of way and shall have a current City of Benton City Business License. The contractor shall be responsible for applying for and obtaining all permits necessary as set forth in law (RCW 39.04.120). It is the sole responsibility of the contractor to adhere to all of the requirements of this chapter.

ELECTRICAL POWER NOTE:
POWER SHALL BE INSTALLED BEHIND BOX ALA
EITHER ON NEW POLE OR UNDERGROUND.
TBD WITH PENDING MAINLINE REQUEST.



CITY OF BENTON CITY
APPROVED / DISAPPROVED — DATE
APPROVED CITY'S MANAGER — DATE

BENTON COUNTY
BENTON CO. SURVEYOR — DATE
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS — DATE
BENTON COUNTY TREASURER — DATE
BENTON COUNTY AUDITOR — DATE

BENTON IRRIGATION DISTRICT
APPROVED — DATE

BENTON RURAL ELECTRIC ASSOCIATION
APPROVED — DATE

SPECTRUM
APPROVED — DATE

SHEET INDEX

C100 Cover sheet
C200 General notes
C300 Grading, Stormdrain, and erosion control plan
C400 Willow Way 0+80 to 8+80 plan and profile
C401 Willow Way 5+80 to 12+00, plan and profile
C402 Willow Way 12+00 to end and plan and profile
C403 Kendall Road 1+00 to 5+00 plan and profile
C404 Kendall Road 5+00 to 10+00 plan and profile
C405 Kendall Road 10+00 to 15+00 plan and profile
C406 Kendall Road 15+00 to end plan and profile
C500 CITY STANDARD SEWER DETAILS
C501 CITY STANDARD WATER DETAILS
C502 CITY STANDARD STREET DETAILS
C503 CITY STANDARD STORM AND MISC DETAILS
C504 PSE STANDARD DETAILS
C505 BENTON COUNTY STANDARD DETAILS
C700 SIGNING, STRIPING, AND SIGNALIZATION PLAN
C701 MINERAL RIPE AND SIGNING PLAN

811 Know what's below. Call before you dig.



JF ENGINEERING PLLC
CIVIL ENGINEERING
LAND SURVEYING
PROJECT MANAGEMENT
7320 W Deschutes Ave Ste A Kennewick, WA 99336
(509) 392-8114 FAX www.jfengineering.com

Cover sheet for:
Mt. View Meadows, Ph 2
A project in the City of Benton City, WA

Drawn by: DAK
Checked by: JEF
JF Eng. Job # 0550.06
Submit Prelim Stamp # N.A.
Date: Jan 25, 2021
C100

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Award contract for 2021 Bituminous Surface Treatment to Central Washington Asphalt
Presenter:	N/A
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

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

Summary / Background Information

Per Resolution 2021-042 a call for bids was advertised for C.E. 2118 SMP – 2021 Bituminous Surface Treatment Area 5 and Edge Repair (CB21-01). On January 28, 2021 four bids were received and opened in the amounts on the attached tabulation. Central Washington Asphalt, Inc. was the lowest bidder at $1,692,556.92. The County Engineer recommends award of the bid to Central Washington Asphalt, Inc.

A contract will be brought back to the Board at a later date.

Fiscal Impact

Amount: $1,692,556.92

Fund: Road Fund (0101101)

Recommendation

It is recommended by the County Engineer that the Board concur and award the contract for C.E. 2118 SMP – 2021 Bituminous Surface Treatment Area 5 and Edge Repair to Central Washington Asphalt, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AWARDING CE 2118 SMP – 2021 BST AREA 5 AND EDGE REPAIR TO CENTRAL WASHINGTON ASPHALT, INC., MOSES LAKE, WASHINGTON

WHEREAS, the County Engineer scheduled a bid call for CE 2118 SMP – 2021 BST Area 5 and Edge Repair; and

WHEREAS, four bids were received and opened on January 28, 2021, and are as set forth on the attached tabulation:

CENTRAL WASHINGTON ASPHALT, INC. Moses Lake, Washington ((CENTRWA181PG)	$1,692,556.92
GRANITE CONSTRUCTION COMPANY Yakima, Washington (GRANICC916DL)	$1,860,860.00
TOMMER CONSTRUCTION COMPANY, INC. Ephrata, Washington (TOMMECC159LF)	$1,972,633.82
INTERSTATE CONCRETE & ASPHALT CO. dba AMERICAN ROCK PRODUCTS Yakima, Washington (AMERIRP821DR)	$2,026,309.50

WHEREAS, the County Engineer recommends award of the bid to Central Washington Asphalt, Inc., Moses Lake, Washington as the lowest bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of County Commissioners concurs with the County Engineer's recommendation and awards the bid for CE 2118 SMP – 2021 BST Area 5 and Edge Repair to Central Washington Asphalt, Inc., Moses Lake, Washington in the amount of $1,692,556.92; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners direct staff to prepare a contract with Central Washington Asphalt, Inc. to be brought back to the Board for approval at a later date.

Dated this 9th day of February, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Public Works S. Christen

PROJECT: CE 2118 SMP - 2021 BST - Area 5 LOCATION: BENTON COUNTY LET BY: BOARD OF COUNTY COMMISSIONERS DATE: January 28, 2021; 11:00 am., Local Time				CENTRAL WASHINGTON ASPHALT, INC. P. O. Box 939 Moses Lake, WA 98837		GRANITE CONSTRUCTION COMPANY 80 Pond Road Yakima 98901		TOMMER CONSTRUCTION COMPANY P. O. Box 1150 Ephrate, WA 98823		INTERSTATE CONCRETE & ASPHALT CO. dba AMERICAN ROCK PRODUCTS P. O. Box 9337 Yakima, WA 98909				ENGINEER'S ESTIMATE	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
	BENTON COUNTY ROADS														
1	Mobilization	1	Lump Sum	165,000.00	165,000.00	82,906.96	82,906.96	30,000.00	30,000.00	59,000.00	59,000.00		-	65,000.00	65,000.00
2	Project Temporary Traffic Control	1	Lump Sum	77,500.00	77,500.00	103,000.00	103,000.00	75,000.00	75,000.00	140,000.00	140,000.00		-	100,000.00	100,000.00
3	Emulsified Asphalt CRS-2P	1,436	Ton	525.00	753,900.00	585.00	840,060.00	578.93	831,343.48	612.00	878,832.00		-	475.00	682,100.00
4	Emulsified Asphalt HFE-150	155	Ton	525.00	81,375.00	680.00	105,400.00	598.92	92,832.60	608.00	94,240.00		-	500.00	77,500.00
5	Furnishing and Placing Crushed 3/8 Inch - No. 4	14,774	Ton	30.00	443,220.00	40.00	590,960.00	52.85	780,805.90	40.25	594,653.50		-	50.00	738,700.00
6	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	1,238	Ton	52.00	64,376.00	35.00	43,330.00	42.82	53,011.16	51.00	63,138.00		-	45.00	55,710.00
7	Paint Line	354,288	LF	0.09	31,885.92	0.08	28,343.04	0.09	31,885.92	0.25	88,572.00		-	0.08	28,343.04
8	Additional Brooming	24	Hrs	125.00	3,000.00	100.00	2,400.00	150.00	3,600.00	87.00	2,088.00		-	150.00	3,600.00
9	SPCC Plan	1	Lump Sum	500.00	500.00	1,000.00	1,000.00	500.00	500.00	833.00	833.00		-	750.00	750.00
	BENTON COUNTY TOTAL				1,620,756.92		1,797,400.00		1,898,979.06		1,921,356.50		-		1,751,703.04
	CITY OF RICHLAND STREETS														
10	Mobilization	1	Lump Sum	2,000.00	2,000.00	500.00	500.00	500.00	500.00	5,000.00	5,000.00		-	5,000.00	5,000.00
11	Project Temporary Traffic Control	1	Lump Sum	7,000.00	7,000.00	4,500.00	4,500.00	3,696.84	3,696.84	35,400.00	35,400.00		-	2,500.00	2,500.00
12	Emulsified Asphalt CRS-2P	56	Ton	550.00	30,800.00	585.00	32,760.00	593.42	33,231.52	612.00	34,272.00		-	475.00	26,600.00
13	Furnishing and Placing Crushed 3/8 Inch - No. 4	570	Ton	50.00	28,500.00	40.00	22,800.00	57.02	32,501.40	48.00	27,360.00		-	50.00	28,500.00
14	Additional Brooming	24	Hrs	125.00	3,000.00	100.00	2,400.00	150.00	3,600.00	87.00	2,088.00		-	150.00	3,600.00
15	SPCC Plan	1	Lump Sum	500.00	500.00	500.00	500.00	125.00	125.00	833.00	833.00		-	750.00	750.00
	CITY OF RICHLAND TOTAL				71,800.00		63,460.00		73,654.76		104,953.00		-		66,950.00
	GRAND TOTAL				**$ 1,692,556.92**		**$ 1,860,860.00**		**$ 1,972,633.82**		**$ 2,026,309.50**		**$ -**		**$ 1,818,653.04**

PROPOSAL

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	$ 165,000	00	$ 165,000	00
2	1	LS	Project Temporary Traffic Control	77,500	00	77,500	00
3	1,436	Ton	Emulsified Asphalt CRS-2P	525	00	753,900	00
4	155	Ton	Emulsified Asphalt HFE-150	525	00	81,375	00
5	14,774	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4	30	00	443,220	00
6	1,238	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	52	00	64,376	00
7	354,288	LF	Paint Line	0	09	31,885	92
8	24	HR	Additional Brooming	125	00	3,000	00
9	1	LS	SPCC Plan	500	00	500	00
			BENTON COUNTY TOTAL			$1,620,756	92

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
CITY OF RICHLAND STREETS							
10	1	LS	Mobilization	$ 2,000	00	$ 2,000	00
11	1	LS	Project Temporary Traffic Control	7,000	00	7,000	00
12	56	Ton	Emulsified Asphalt CRS-2P	550	00	30,800	00
13	570	Ton	Furnishing and Placing Crushed Surfacing 3/8 Inch – No. 4	50	00	28,500	00
14	24	HR	Additional Brooming	125	00	3,000	00
15	1	LS	SPCC Plan	500	00	500	00
CITY OF RICHLAND TOTAL						$ 71,800	00
GRAND TOTAL						$ 1,692,556	92

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 X In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 0, _____, & _____.

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. CENTRWA181PG

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 511964-003

FIRM NAME: Central Washington Asphalt, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Pamp Maiers, President
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this 28th day of January, 20 21.

ADDRESS OF BIDDER: P.O. Box 939 - Moses Lake, WA 98837

PRINCIPAL PLACE OF BUSINESS: 13184 Wheeler Road NE - Moses Lake, WA 98837

TELEPHONE NO.: (509) 765-5757 EMAIL pampjr@cwainc.us

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, Central Washington Asphalt, Inc.

of Moses Lake, WA

as principal, and the Liberty Mutual Insurance Company, a corporation

duly organized under the laws of the State of Massachusetts, 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 28th day of January, 2021

Central Washington Asphalt, Inc.

(Principal) Pamp Maiers, President

Liberty Mutual Insurance Company

(Surety)

(Attorney-in-fact) Cynthia L. Jay

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204061 - 023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner, Alyssa J. Lopez, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Cynthia L. Jay, Diane M. Harding, Edward Sims, Eric A. Zimmerman, Erica E. Mosley, Heather L. Allen, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Katharine J. Snider, Kyle Joseph Howat, Terrie Conard

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of July, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of July, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of January, 2021.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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: 20 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: Central Washington Asphalt, Inc.

Signature:

Pamp Maiers, President, President

Date: 1/28/21

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2021 Bituminous Surface Treatment Area 5 and Edge Repair

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 NONE PROPOSED

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.

Central Washington Asphalt, Inc.
Bidder's Business Name

Signature of Authorized Official*

Pamp Maiers
Printed Name

President
Title

1/28/21 | Moses Lake | WA
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:

Washington

If a co-partnership, give firm name under which business is transacted:

N/A

** 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.*

PROPOSAL

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	82,906	96	82,906	96
2	1	LS	Project Temporary Traffic Control	103,000	00	103,000	00
3	1,436	Ton	Emulsified Asphalt CRS-2P	585	00	840,060	00
4	155	Ton	Emulsified Asphalt HFE-150	680	00	105,400	00
5	14,774	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4	40	00	590,960	00
6	1,238	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	35	00	43,330	00
7	354,288	LF	Paint Line	0	08	28,343	04
8	24	HR	Additional Brooming	100	00	2,400	00
9	1	LS	SPCC Plan	1,000	00	1,000	00
			BENTON COUNTY TOTAL			1,797,400	00

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
CITY OF RICHLAND STREETS							
10	1	LS	Mobilization	500	00	500	00
11	1	LS	Project Temporary Traffic Control	4,500	00	4,500	00
12	56	Ton	Emulsified Asphalt CRS-2P	585	00	32,760	00
13	570	Ton	Furnishing and Placing Crushed Surfacing 3/8 Inch – No. 4	40	00	22,800	00
14	24	HR	Additional Brooming	100	00	2,400	00
15	1	LS	SPCC Plan	500	00	500	00
CITY OF RICHLAND TOTAL						63,460	00
GRAND TOTAL						1,860,860	00

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 x In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). N/A, _____, & _____.

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. GRANICC916DL

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 232166009

FIRM NAME: Granite Construction Company

SIGNATURE OF AUTHORIZED OFFICIAL — Cevin Ladwig Sr. Eastern WA Area Manager (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL — Cody Rettke Project Manager (PRINT NAME AND TITLE)

DATED this 28 day of January, 2021.

ADDRESS OF BIDDER: 80 Pond Road Yakima, WA 98901

PRINCIPAL PLACE OF BUSINESS: 80 Pond Road, Yakima, WA 98901

TELEPHONE NO.: (509) 654-0721 EMAIL cody.rettke@gcinc.com

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, Granite Construction Company

_____ of California

as principal, and the Travelers Casualty and Surety Company of America, a corporation

duly organized under the laws of the State of Connecticut, 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 21st day of January, 2021

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

Granite Construction Company

(Principal) Cevin Ladwig Sr. Eastern WA Area Manager

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Travelers Casualty and Surety Company of America

(Surety)

(Attorney-in-fact) Isabel Barron, Attorney-In-Fact

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On January 21, 2021 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NROE1 MARIA GOMEZ NROE1
COMM. #2259567
Notary Public - California
Santa Cruz County
My Comm. Expires Sep. 24, 2022

Signature Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE**, **California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this January 21, 2021

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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: 0 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: Granite Construction Company

Signature: Cevin Ladwig Sr.

Date: 1-28-21

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2021 Bituminous Surface Treatment Area 5 and Edge Repair

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 None

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.

Granite Construction Company

Bidder's Business Name

Signature of Authorized Official*

Cevin Ladwig Sr.

Printed Name

Eastern WA Area Manager

Title

1-28-21	Yakima	WA
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:

California

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.*

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 1, 2021 through December 31, 2021, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $25 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 1, 2021 through December 31, 2021, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed $75 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures, and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective January 1, 2021 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

Dated: January 1, 2021

M. Craig Hall

GRANITE CONSTRUCTION COMPANY CORPORATE SEAL Jan. 4, 1922 CALIFORNIA

EXHIBIT 1

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group
Washington Region

AUTHORIZED SIGNERS
Michael A. Stein, VP Washington Region
Sonny Chavez, Regional Controller
Cevin Ladwig Sr., Eastern WA Area Manager
Paul Harding, Southwest WA/OR Area Manager
Boudrey J. Smith, NW Washington Area Manager
Jeremy Deemer, Construction Manager
Nicholas Gerritsen, Construction Manager
Jason Halverson, Construction Manager
Cory Bell, Construction Manager
Lance Chambers, Construction Manager
Quinn Golden, Senior Project Manager
Ryan Olson, Senior Project Manager
Mark Ottele, Senior Project Manager
Blake Amber, Senior Project Manager
Travis Walken, Chief Estimator
Grant Youngren, Senior Estimator
J. Peter Welch, Senior Estimator
James A. Prouty, Senior Estimator
Steve Schlimmer, Senior Estimator
Jonathon Carpenter, Senior Estimator
James Gartside, Project Manager
Shane Berrett, Plants Manager
Andrew B. Thompson, Project Manager
Cody Rettke, Project Manager
Jason Styger, Project Manager
Keith Majors, Material Sales Manager

ATTESTORS
Michael A. Stein, VP Washington Region
Sonny Chavez, Regional Controller
Cevin Ladwig Sr., Eastern WA Area Manager
Paul Harding, Southwest WA/OR Area Manager
Boudrey J. Smith, NW Washington Area Manager
Jeremy Deemer, Construction Manager
Nicolas Gerritsen, Construction Manager
Jason Halverson, Construction Manager
Cory Bell, Construction Manager
Travis Walken, Chief Estimator
Grant Youngren, Senior Estimator
J. Peter Welch, Senior Estimator
James A. Prouty, Senior Estimator
Heather Young, Estimator
James Gartside, Project Manager
Shane Berrett, Plants Manager
Andrew B. Thompson, Project Manager
Cody Rettke, Project Manager
Keri Lee Gross, Office Manager
Brynna Bennett, Estimating Assistant
Amy Sorensen, Estimating Assistant
John Newby, Estimating Assistant

EXHIBIT 2

AUTHORIZED SIGNERS
Granite Construction Company
Northwest Group

AUTHORIZED SIGNERS
Michael Tatusko, Senior VP Group Operations
Chris Burke, VP Nevada Region
Jason Klaumann, VP Utah Region
Derek Betts, VP Alaska Region
Todd A. Hill, VP Arizona Region
Michael A. Stein, VP Washington Region
Bradly Estes, VP Construction Materials

PROPOSAL

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	$30,000	00	$30,000	00
2	1	LS	Project Temporary Traffic Control	$75, 000	00	$75,000	00
3	1,436	Ton	Emulsified Asphalt CRS-2P	$578	93	$831,343	48
4	155	Ton	Emulsified Asphalt HFE-150	$598	92	$92,832	60
5	14,774	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4	$52	85	$780,805	90
6	1,238	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	$42	82	$53,011	16
7	354,288	LF	Paint Line	$0	09	$31,885	92
8	24	HR	Additional Brooming	$150	00	$3,600	00
9	1	LS	SPCC Plan	$500	00	$500	00
BENTON COUNTY TOTAL						$1,898,979	06

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
CITY OF RICHLAND STREETS							
10	1	LS	Mobilization	$500	00	$500	00
11	1	LS	Project Temporary Traffic Control	$3,696	84	$3,696	84
12	56	Ton	Emulsified Asphalt CRS-2P	$593	42	$33,231	52
13	570	Ton	Furnishing and Placing Crushed Surfacing 3/8 Inch – No. 4	$57	02	$32,501	40
14	24	HR	Additional Brooming	$150	00	$3,600	00
15	1	LS	SPCC Plan	$125	00	$125	00
CITY OF RICHLAND TOTAL						$73,654	76
GRAND TOTAL						$1,972,633	82

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 X 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. TOMMECC159LF

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 339227-00-7

FIRM NAME: Tommer Construction Company, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL — Chris Tommer, President (PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL — (PRINT NAME AND TITLE)

DATED this 28th day of January, 20 21.

ADDRESS OF BIDDER: PO Box 1150, Ephrata, WA 98823

PRINCIPAL PLACE OF BUSINESS: Ephrata, WA

TELEPHONE NO.: (509) 787-3312 EMAIL jeff@tommerconstruction.com

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.

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: 0% 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: Tommer Construction Company, Inc.

Signature:

Date: 1/28/2021

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2021 Bituminous Surface Treatment Area 5 and Edge Repair

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 None

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.

Tommer Construction Company, Inc.
Bidder's Business Name

Signature of Authorized Official*

Chris Tommer
Printed Name

President
Title

1/28/2021	Ephrata	WA
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:

WA

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.*

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Tommer Construction Company, Inc.

_____ of Ephrata, WA

as principal, and the Travelers Casualty and Surety Company of America, a corporation

duly organized under the laws of the State of Connecticut, 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 28th day of January, 2021

Tommer Construction Company, Inc.

(Principal)

Travelers Casualty and Surety Company of America

(Surety)

(Attorney-in-fact) Carley Espiritu

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Carley Espiritu, of Tacoma, Washington**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of January, 2021.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

PROPOSAL

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	59000	00	59000	00
2	1	LS	Project Temporary Traffic Control	140000	00	140,000	00
3	1,436	Ton	Emulsified Asphalt CRS-2P	612	00	878,832	00
4	155	Ton	Emulsified Asphalt HFE-150	608	00	94,240	00
5	14,774	Ton	Furnishing and Placing Crushed 3/8 Inch – No. 4	40	25	594,653	50
6	1,238	Ton	Furnishing and Placing Crushed Surfacing Top Course for Edge Repair	51	00	63,138	00
7	354,288	LF	Paint Line	0	25	88,572	00
8	24	HR	Additional Brooming	87	00	2,088	00
9	1	LS	SPCC Plan	833	00	833	00
BENTON COUNTY TOTAL						1,921,356	50

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
CITY OF RICHLAND STREETS							
10	1	LS	Mobilization	5000	00	5000	00
11	1	LS	Project Temporary Traffic Control	35,400	00	35,400	00
12	56	Ton	Emulsified Asphalt CRS-2P	612	00	34,272	00
13	570	Ton	Furnishing and Placing Crushed Surfacing 3/8 Inch – No. 4	48	00	27,360	00
14	24	HR	Additional Brooming	87	00	2,088	00
15	1	LS	SPCC Plan	833	00	833	00
			CITY OF RICHLAND TOTAL			104953	00
			GRAND TOTAL			2,026309	50

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 5% ✓ In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). 0, _____, _____, & _____.

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. AMERIRPT821DR

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 602991003

FIRM NAME: Interstate Concrete & Asphalt Co dba American Rock Products

SIGNATURE OF AUTHORIZED OFFICIAL

Jeffrey Kyle Hopkins Construction Manage.
(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this 28th day of January, 2021.

ADDRESS OF BIDDER: PO BOX 9334, Yakima, WA 98909

PRINCIPAL PLACE OF BUSINESS: 377 Parker Bridge Rd, Wapato, WA 98951

TELEPHONE NO.: (509) 453-2063 EMAIL Tanner.Suing@americanrockproducts.com

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, Interstate Concrete and Asphalt Company

of 377 Parker Bridge Rd, Parker WA 98939

as principal, and the Fidelity and Deposit Company of Maryland, a corporation

duly organized under the laws of the State of Illinois, 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 28th day of January, 2021

Interstate Concrete and Asphalt Company

(Principal)

Fidelity and Deposit Company of Maryland

(Surety)

Tina Davis

(Attorney-in-fact)

State of Utah
County of Salt Lake } ss:

On January 28, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 9, 2022

Linda L. Nipper Notary Public

LINDA L NIPPER
Notary Public - State of Utah
Comm. No. 700561
My Commission Expires on
Jun 9, 2022

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tina Davis, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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: 0 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: American Rock Products

Signature:

Date: 1/27/21

Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

ProjectName 2021 Bituminous Surface Treatment Area 5 & Edge Repair

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.

Interstate Concrete & Asphalt Co dba American Rock Products
Bidder's Business Name

Signature of Authorized Official*

Jeffrey Kyle Hopkins
Printed Name

Construction Manager
Title

1/27/21 | Yakima, WA | WA
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:

Idaho

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.*

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Authorizing the purchase of one Alamo Mantis mower from Alamo Industrial utilizing the State Contract
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	M. McGhan

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

Public Works has a mower in the ER&R managed fleet (#0505) that needs to be replaced. The tractor is a 2006 and the boom and mower head assembly was replaced in 2015. The cost of maintenance and repairs is starting to exceed the value of the machine. Washington State Contract #05218 allows for the purchase of industrial mowers from Alamo Industrial. The mowers currently in the fleet have tractor-mounted booms that are very susceptible to breakdowns due to the tractor not being designed to have a mower mounted to one side and weight added to the opposite side. Staff has a desire to purchase a mower that is designed from the start to have a boom mower mounted on it. The frame and wheelbase are also designed to have a lower center of balance and wider stance for better stability. There are 2 mowers manufactured that fit that description. Alamo Industrial has the Mantis 4142 and ATMAX Equipment has the Mower Max. ATMAX does not service the Western United States at this time. The Alamo Mantis can be purchased utilizing either the Washington State Contract or the Sourcewell Cooperative Purchasing Contract. Both of those contracts offer a 15% discount off the retail price.

Papé Machinery, Inc. in Pasco is the delivery dealer for Alamo purchases through the State Contract. They have agreed to have an Alamo Mantis 4142 delivered and will set up a demonstration for our operators. In order to do so, they require us to agree to purchase the mower if the demonstration is successful as determined solely by County staff.

A Purchase Agreement has been prepared for the mower dependent on County staff's concurrence that the demonstration is successful. Our departmental Deputy Prosecuting Attorney has reviewed and approved the Purchase Agreement and it has been signed by Alamo Industrial.

Fiscal Impact

Amount: $214,360.05 plus WSST

Fund: ER&R Fund (0501101)

Recommendation

The Fleet Superintendent recommends the Board approve the purchase of one Alamo Mantis mower utilizing Washington State Contract No. 05218 from Alamo Industrial in the amount of $214,360.05 plus WSST, and authorizes the Fleet Superintendent to sign the purchase agreement dependent on County staff's concurrence that the demonstration was successful.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE ALAMO MANTIS MOWER FROM ALAMO INDUSTRIAL UTILIZING WASHINGTON STATE CONTRACT NO. 05218 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, Washington State Contract No. 05218 allows for the purchase of mowers from Alamo Industrial; and

WHEREAS, one mower currently being used by the Public Works Department (#0505) needs to be replaced as the cost of maintenance and repairs is starting to exceed the value of the machine; and

WHEREAS, Alamo, through their delivering dealer Papé Machinery, Inc., has agreed to provide a demonstration of an Alamo Mantis mower before purchase; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of one mower utilizing Washington State Contract No 05218 for $214,360.05 plus Washington State Sales Tax dependent on a successful demonstration, solely determined by County staff; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved the Purchase Agreement and it has been signed by Alamo Industrial; and

WHEREAS, the Fleet Superintendent recommends purchasing the Alamo Mantis mower from Alamo Industrial, if the demonstration is deemed successful; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the purchase of one Alamo Mantis mower utilizing Washington State Contract No. 05218 from Alamo Industrial in the amount of $214,360.05 plus WSST, and authorizes the Fleet Superintendent to sign a purchase agreement dependent on County staff's concurrence that the demonstration was successful.

Dated this 9th day of February, 2021.

_____
Chairman of the Board

_____
Chairman ProTem

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

Attest _____
Clerk of the Board

Original: Public Works
cc: Auditor

S. Christen

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Alamo Industrial
Vendor Code:
Vendor Contact: Steven Guhr, Western Regional Manager
Vendor Contact Phone: 830-832-1776
Vendor Principal Place of Business: 1502 E. Walnut St., Seguin, TX 78155

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

Ship To:	Bill To:
Benton County Public Works	Benton County Public Works
102808 Wiser Parkway	P. O. Box 1001
Kennewick, WA 99338	Prosser, WA 99350
Attn: Michael McGhan	Attn: Michael McGhan

P.O. Date: 2/9/2021
Delivery Date: 180 days or less

Code	Description	Qty	Unit Price	Total Price
	WA State Contract 05218-Lawns and Grounds			
	Maintenance Equipment-Category Eleven:			
	Industrial Mowers			
PM4142	Alamo Mantis 4142, no hitches or pto	1	$ 175,784.00	
2999334	60" Rotary, Blade Bar	1	$ 17,778.00	
4145000	RF22 Boom	1	$ 56,391.00	
32119003	High Flotation Tires		0.00	
1001	Hauling	1	$ 1,900.00	
	Suggested Price		$ 251,853.00	
	15% State Contract discount		$ (37,492.95)	
	Purchase of the Alamo Mantis is dependent on a			
	successful demonstration of the machine, which will			
	be solely determined by County staff.			

Delivering dealer:
Pape Machinery, Inc. Ehrin Wallace
1004 Canyon Road ewallace@papemachinery.com
Ellensburg, WA 98926 509-962-6801

SUB TOTAL =	$ 214,360.05
SALES TAX =	17,148.80
TOTAL ORDER =	$ 231,508.85

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05218 (copy attached hereto as Exhibit A).

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02518
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: michael.mcghan@co.benton.wa.us

Approved as to Form:

Reid Hay, Civil Deputy Prosecuting Attorney — Date 1/28/21

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): BRIAN BILLEAUDEAUX Title: VP Controller Date: 1-28-21

Vendor Signature: Brian Billeaudeaux

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

Exhibit A

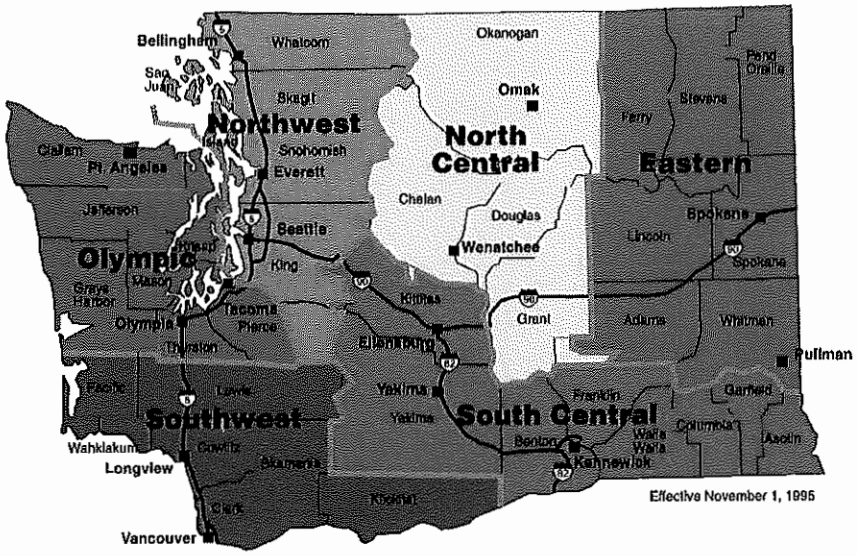
Washington State Department of Enterprise Services

Contract Summary

Lawn and Grounds

Contract #: 05218
Replaces: 10212
Contract Type: MASTER CONTRACT

The purpose of this contract is to establish a contract for the as-needed purchase of agricultural lawn and grounds equipment, repair parts, and accessories in the following regions:



Price & Ordering Sheet

Following Categories:

1 Handheld Equipment (chainsaws, string trimmers, leaf blowers, etc.)
2 Walk-behind Equipment (push mowers, rototillers, edgers, snow blowers, etc.)
3 Riding Mowers Up to 36 PTO Horsepower
4 Lawn and Garden Tractors up to 30 PTO Horsepower
5 Equipment for Riding Mower, Lawn and Garden Tractors
6 Residential Front Mowers and Equipment
7 Commercial Walk-Behind Mowers and Equipment
8 Commercial Zero-Turn Mowers and Equipment
9 Commercial Front Mowers and Equipment
10 Commercial Wide Area Mowers
11 Industrial Mowers
12 Compact Utility Tractors up to 65 PTO Horsepower
13 Equipment for Compact Utility Tractors

How to use the Information.

1. Find Pricing (Discount % off List Price) under Current Documents
2. Make sure you are in the correct region and select category.
3. The authorized contractors will come up automatically
4. Select Vendors highlighted link to go to Contractors ordering page to get the MSRP price and order.

14 Utility Tractors up to 90 PTO Horsepower
15 Equipment for Utility Tractors
16 Utility Vehicles up to 65 PTO Horsepower
17 Equipment for Utility Vehicles
18 Agricultural Tractors, 2x4 and 4x4 70 to 140 PTO Horsepower
19 Agricultural Equipment (Less Tractor)
20 Golf & Turf
21 Commercial Lawn Shredders, Mulchers, Chippers and Grinders
22 Skid Steer Loaders up to 55 HP
23 Equipment/Attachments for Skid Steer Loaders
24 Compact Track Loaders up to 70 HP
25 Equipment/Attachments for Loaders
26 Mini Excavators up to 70 HP
27 Equipment/Attachments for Mini Excavators
28 All Terrain Carriers up to 50 HP
29 Trailer Mounted Leaf Vacuum, Catch Basin Cleaner

Effective Date: 04-01-2019
Est. Annual Worth: $13,081,295
Current Term Ends On: 03-31-2025
Final Term Ends On: 03-31-2025
Commodity Code(s): 515-05, 515-06, 515-07, 515-08, 515-10, 515-15, 515-18, 515-20, 515-23, 515-30, 515-35, 515-45, 515-50, 515-55, 515-56, 515-64, 515-68, 515-69, 765-66, 765-83, 020-33, 020-65, 020-67, 020-68, 022-80
Diversity: 0% WBE 0% MBE
# of Bids Received: 31

Contact Info:
Danny Pratt
(360) 407-8135
danny.pratt@des.wa.gov

Secondary Contact Info:
Leslie Edwards
(360) 407-8416
leslie.edwards@des.wa.gov

Who Can Use This Contract?

- Organizations with Master Contract Usage Agreements
- MCUA Customer Communication Profile

- Alamo Ordering
- Ariens Ordering
- Birch Equipment Ordering
- Blueline Equipment Ordering
- Brim Tractor Ordering
- Clark Equipment Ordering
- Coates Landscape Supply Ordering
- Deere & Company Ordering
- Diamond Mowers Ordering
- FMI Equipment Ordering
- Great Plains Ordering
- HAV Ordering
- Horizon Distributors Ordering
- Hustler Turf Equipment

- J & I Power Equipment Ordering
- Jennings Ordering
- Makita Ordering
- Morbark Ordering
- Moridge Manufacturing Ordering
- MTD Products Ordering
- NC Machinery Ordering
- Pacific Golf & Turf Ordering
- Pape' Machinery Ordering
- Pricing (Discount % off List Price)
- RMT Equipment Ordering
- Thermo King Northwest Ordering
- US Mower Ordering
- Van's Equipment Ordering
- Venture Products Ordering
- Vermeer Ordering
- Washington Tractor Ordering
- Western Equipment Ordering
- Contract & Amendments

- Original Solicitation Documents
- Original Solicitation Amendments
- Original Solicitation Amendments
- Bid Tab

This Contract has no Resource Documents

Showing 1 to 31 of 31 Vendors

All Vendors Per Page.

Search Vendors:

1

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business
THERMO KING NORTHWEST, INC.	w10447				
RMT EQUIPMENT	w12645				
PAPE MACHINERY, INC.	w1553				
FIBER MARKETING INTERNATIONAL, INC.	w15705				
CLARK EQUIPMENT	w19449				
JENNINGS EQUIPMENT, INC.	w2350				
BIRCH EQUIPMENT COMPANY, INC.	w2407		W		
MORBARK, LLC	w24279				

Vendor	Vendor #	Authorized Fulfillment Partners	OMWBE	Veteran	Small Business
BLUELINE EQUIPMENT CO LLC	w24372				
MORIDGE MANUFACTURING, INC.	w299				
VERMEER NORTHWEST SALES AND SERVICE, INC.	w367				
WASHINGTON TRACTOR, INC	w368				
VANS EQUIPMENT CO	w37584				
US MOWER	w40288				
DIAMOND MOWERS INC.	w41248				
VENTURE PRODUCTS INC	w41341				
ARIENS COMPANY	w41663				
COATES LANDSCAPE SUPPLY	w41755				
HUSTLER TURF EQUIPMENT, INC.	w41761				
N C MACHINERY CO	w4178				
WESTERN EQUIPMENT DISTRIBUTORS INC.	w472				
BRIM TRACTOR COMPANY, INC	w5185				
ALAMO GROUP (TX), INC.	w5196				
J AND I POWER EQUIPMENT INC.	w545				
PACIFIC GOLF & TURF, LLC.	w54908				
HORIZON DISTRUBUTORS INC.	w554				
DEERE & COMPANY	w589				
GREAT PLAINS MANUFACTURING INC.	w65949				
MAKITA USA, INC.	w76033				
MTD PRODUCTS COMPANY	w76105				
HAV INC	w9914				

M = OMWBE Certified Minority Owned | W = OMWBE Certified Women Owned | MW = OMWBE Certified Minority Women Owned



= Veteran Owned



= Small Business

Didn't find what you were looking for?

The Contracts Resource Center is here to help.

(360) 407-2210
contractingandpurchasing@des.wa.gov
Find a Contracts Specialist

Access Washington®

© Copyright 2012 Department of Enterprise Services

Washington State Department of
Enterprise Services

05218 – Lawn & Grounds Equipment

Ordering

Ordering Instructions

CONTRACTOR INFORMATION

Contractor:	**Alamo Group (TX) Inc.** **26328 79th Avenue South** **Kent, WA 98032**		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	Curtis Craig	Jason Edwards
	Phone:	830-491-7772	830-382-9594
	Fax:		
	E-mail:	ccraig@alamo-group.com	jedwards@alamo-group.com
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Curtis Craig	Jason Edwards
	Phone:	830-491-7772	830-382-9594
	Fax:		
	E-mail:	ccraig@alamo-group.com	jedwards@alamo-group.com
Contractor's List Prices:	Alamo Industrial Website link - https://documentcloud.adobe.com/link/track?uri=urn%3Aaaid%3Ascds%3AUS%3A03eb8b0d-ac35-4130-bf1e-ef16365718c0 The Terrain King Line of Products are at Terrain King Website Link - https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:feba366b-e874-4043-96ae-2073c1ef8bd7		
Will Call / Service Locations	Curtis Craig ccraig@alamo-group.com Sumner, WA, Andy Steers , 253-863-4436 Puyallup, WA, Andy Harris, 253-606-5642		
Credit Card Acceptance:	None		
Minimum Orders:	None		
Shipping Destination:			
Freight:	May charge for freight as separate line item on invoice and must include the bill they received.		

DES Contract Specialist: Richard Worthy
Phone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

ALAMO INDUSTRIAL

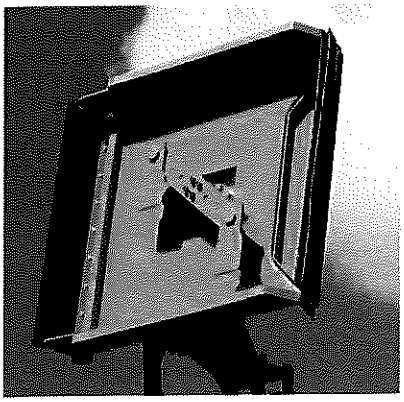
BUILT SHARPER®

WHOLEGOODS PRICING

Lawn & Grounds Equipment

Washington Contract # 05218





Washington State Contract Discount Structure

Hydro Select Line	15%
Universal Line	20%
Remote Control Line	5%
Mantis 4142	15%

Mantis 4142

Industrial Tool Carrier

Item #	Description	Aprx. Wt	List Price
	Base Unit (One Choice Required)		
	Mantis 4142 Industrial Tool Carrier		$175,784.00
	500/50-22.5 BKT 16 PLY High Flotation Tires		Included
	Base Machine Options		
	Front Zuidberg Category II Three-Point Hitch		$3,232.00
	Front Zuidberg Category III Three-Point Hitch w/540 rpm PTO		$7,620.00
	Front Universal Skid Steer Attachment Hitch		$4,202.00
	Front Universal Skid Steer Attachment Hitch w/540 rpm PTO		$8,589.00
	Rear Tow Hitch Frame & Drawbar		$923.00
	Rear Tow Hitch Frame & Drawbar w/540 rpm PTO		$5,311.00
	Cab-Mounted Lightbar		$768.00
	Additional Operator's, Parts & Service Manual		$62.00
	Tool Options		
	22' Boom Mower w/Manual Quick Hitch		$56,391.00
	30' Boom Mower w/Manual Quick Hitch		$68,790.00
	8' Front-Mounted Rotary Mower (Fixed Hitch)		$12,143.00
	21' Wide Area Rotary Mower		$45,305.00
	8' Front-Mounted Flail Mower (4 oz Knives) (Fixed Hitch)		$12,143.00
	21' Wide Area Flail Mower (4 oz Knives)		$45,030.00
	9' Wausau Plowpal Rotary Broom		$20,385.00
	9' Wausau Sno Bare Trip Edge Snowplow		$9,744.00
	(Width) Wausau Snow Blower		$33,077.00
	Under Guard Rail Mower (RH Cut) - Pending		$41,667.00
	Boom Mower Options		
	60" Rotary w/Center Hyd Door & Blade Bar		$17,778.00
	48" Heavy Duty Flail w/Center Hyd Door		$16,127.00
	69" BuzzBar Saw Head - 3 Blade		$16,200.00
	Factory Installation Charge		Included
	Wide Area Mower Options		
	Front-Rotary/Flail Mower 24" Hyd Side Shift Kit		$6,250.00
	Factory Installation Charge		Included
	Under Guard Rail Options		
	Case of Replacement Cartridges (40 cartridges/.155" Line)		$1,429.00
	Factory Installation Charges		Included

Alamo Industrial
(800) 882-5762

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Authorization to purchase herbicides utilizing the WA State Contract 02917
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	D. D'Hond't

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

Herbicides are used to control vegetation along County roads and occasionally on County owned property. The herbicides that were previously purchased have been dispersed and it is necessary to purchase additional herbicides for 2021. Washington State Contract No. 02917 allows for the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC and Nutrien Ag Solutions, Inc. In the past the State Contract limited the vendors to specific regions of the State, so we were restricted to only using the vendors that were allowed to service our region. The State Contract has lifted the restrictions and all three vendors are allowed to service all regions. This will give us more flexibility in the types of herbicides we can use and enable us to purchase the best product for the needed application at the lowest price.

Purchase Agreements were prepared with all 3 vendors, approved by our Deputy Prosecuting Attorney and signed by the vendors.

Fiscal Impact

Amount: Not to exceed $200,000.00

Fund: Road Fund (0101101)

Recommendation

The County Engineer recommends the Board authorize the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC, and Nutrien Ag Solutions, Inc. utilizing the Washington State Master Contract Usage Agreement-Contract No. 02917 from this date through December 31, 2021, at or below the current state contract rate in a total amount, from all three vendors combined, not to exceed $200,000.00.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE PURCHASE OF HERBICIDES, TO CONTROL VEGETATION, FROM HELENA CHEMICAL COMPANY, WILBUR-ELLIS COMPANY, LLC AND NUTRIEN AG SOLUTIONS, INC. UTILIZING THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES MASTER CONTRACT USAGE AGREEMENT-CONTRACT NO. 02917

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, the herbicides that Benton County previously purchased have been dispersed and it is necessary to purchase additional herbicides to control vegetation along County roads and on County owned property; and

WHEREAS, Washington State DES Contract No. 02917 allows for the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC and Nutrien Ag Solutions, Inc.; and

WHEREAS, it is desirous to be able to purchase herbicides from all three vendors due to availability and to ensure Benton County is getting the best product for the needed application at the lowest price; and

WHEREAS, Purchase Agreements were prepared, approved by our Deputy Prosecuting Attorney and signed by all three vendors; and

WHEREAS, the County Engineer recommends the approval of the purchase of herbicides utilizing the Master Contract Usage Agreement-Contract No. 02917; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby concurs with the County Engineer's recommendation and the Purchase Agreements for the purchase of herbicides from Helena Chemical Company, Wilbur-Ellis Company, LLC, and Nutrien Ag Solutions, Inc. utilizing the Washington State Master Contract Usage Agreement-Contract No. 02917; and

BE IT FURTHER RESOLVED, the term of the attached Purchase Agreements shall commence this date and expire December 31, 2021, at or below the current state contract rate in a total amount, from all three vendors combined, not to exceed $200,000.00 and the Board of County Commissioners are hereby authorized to sign said Agreements.

Dated this 9th day of February, 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works S. Christen
c: Auditor, PA, Vendors

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Wilbur-Ellis Company, LLC
Vendor Code: 970596
Vendor Contact: Andrei Omel
Vendor Contact Phone: 509-430-8457 aomel@wilburellis.com
Vendor Principal Place of Business: Pasco, WA

Ship To: Benton County Road Dept.
14303 N. Hinzerling Rd, Prosser, WA
and
102808 Wiser Parkway, Kennewick, WA
Clayton Rawlings: 509-546-1782
Order form will specify delivery location

Bill To: Benton County Public Works Department
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date:	2/9/2021
Delivery Date:	Per Contract

		Est Qty	Unit Price	Total Price
	WA State Contract 02917-Vegetation Management			
	WSDOT Region 5 - South Central			
	Purchase herbicides through the use of the			
	Washington State Master Contract Usage			
	Agreement-Contract No. 02917 from			
	February 9, 2021 through December 31, 2021			
	at or below the current state contract rate in an			
	amount not to exceed $200,000.00	variable	at or below	
			State Contract	

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 02917.

	-
SUB TOTAL =	$ -
SALES TAX =	-
TOTAL ORDER =	$ -

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 02917 between the State of Washington Department of Enterprise Services and Wilbur-Ellis.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02917
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-546-1782
Email clayton.rawlings@co.benton.wa.us

Approved as to Form

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Kenny Macy Title: Director of Sales Date: 1/28/2021

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Helena Chemical Company
Vendor Code:
Vendor Contact: Scott Tweedy
Vendor Contact Phone: 509-961-2621 tweedys@helenaagricom
Vendor Principal Place of Business: Pasco, WA

Ship To: Benton County Road Dept.
14303 N. Hinzerling Rd, Prosser, WA
and
102808 Wiser Parkway, Kennewick, WA
Clayton Rawlings: 509-546-1782
Order form will specify delivery location

Bill To: Benton County Public Works Department
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

			P.O. Date:	2/9/2021
			Delivery Date:	Per Contract
		Est Qty	**Unit Price**	**Total Price**
	WA State Contract 02917-Vegetation Management			
	WSDOT Region 5 - South Central			
	Purchase herbicides through the use of the			
	Washington State Master Contract Usage			
	Agreement-Contract No. 02917 from			
	February 9, 2021 through December 31, 2021			
	at or below the current state contract rate in an			
	amount not to exceed $200,000.00	variable	at or below	
			State Contract	
				-
			SUB TOTAL =	$ -
			SALES TAX =	-
			TOTAL ORDER =	$ -

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 02917.

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 02917 between the State of Washington Department of Enterprise Services and Helena Chemical Company.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02917
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-546-1782
Email clayton.rawlings@co.benton.wa.us

Approved as to Form

_____

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Scott Tweedy Title: Branch Manager Date: 1/26/2021

Vendor Signature: Scott Tweedy

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Nutrien Ag Solutions, Inc.
Vendor Code: 698286
Vendor Contact: John Paul Culligan
Vendor Contact Phone: 208-251-1834 john.culligan@nutrien.com
Vendor Principal Place of Business: Loveland, Co

Ship To: Benton County Road Dept.
14303 N. Hinzerling Rd, Prosser, WA
and
102808 Wiser Parkway, Kennewick, WA
Clayton Rawlings: 509-546-1782
Order form will specify delivery location

Bill To: Benton County Public Works Department
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date:	2/9/2021
Delivery Date:	Per Contract

		Est Qty	Unit Price	Total Price
	WA State Contract 02917-Vegetation Management			
	WSDOT Region 5 - South Central			
	Purchase herbicides through the use of the			
	Washington State Master Contract Usage			
	Agreement-Contract No. 02917 from			
	February 9, 2021 through December 31, 2021			
	at or below the current state contract rate in an			
	amount not to exceed $200,000.00	variable	at or below	
			State Contract	

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 02917.

	-
SUB TOTAL =	$ -
SALES TAX =	-
TOTAL ORDER =	$ -

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 02917 between the State of Washington Department of Enterprise Services and Crop Production Services, Inc. now incorporated as Nutrien Ag Solutions, Inc.
Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 02917
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Clayton Rawlings
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-546-1782
Email clayton.rawlings@co.benton.wa.us

Approved as to Form

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): John Paul Culligan Title: Territorial Manager Date: 1/26/2021

Vendor Signature: John Paul Culligan

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Awarding a Personal Services Contract to Qal-Tek for calibration of density gauges
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	D. 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:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Sign Letter/Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

The Public Works Department has two nuclear density gauges that need to be calibrated yearly to ensure their accuracy and precision are within industry standards. Qal-Tek Associates has performed the calibrations in the past. Staff reached out to other vendors to get quotes and found out that Qal-Tek is the only vendor that will come on-site and do the calibrations. All other companies require you to send the density gauges to them.

Public Works has been very satisfied with the service that Qal-Tek Associates has provided and the County Engineer and our Radiation Safety Officer recommends having Qal-Tek continue to provide this service.

Fiscal Impact

Amount: Not exceed $3,500.00

Fund: Road Department Fund (0101101)

Recommendation

It is recommended that the Board award the Personal Services Contract for calibrating the density gauges to Qal-Tek Associates for 2021 and 2022 in an amount not to exceed $3,500.00.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PERSONAL SERVICES CONTRACT TO QAL-TEK ASSOCIATES FOR CALIBRATION OF TWO NUCLEAR DENSITY GAUGES

WHEREAS, per Benton County Resolution 2020-990, Section 5.0 Services "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for Professional 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 Public Works Department has two density gauges that need to be calibrated yearly to ensure their accuracy and precision are within industry standards; and

WHEREAS, the Benton County Engineer recommends entering into a personal services contract with Qal-Tek Associates for the calibration of two nuclear density gauges; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form and Qal-Tek Associates has signed said contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the attached personal services contract to Qal-Tek Associates for the calibration of two nuclear density gauges in an amount not to exceed $3,500.00; and

BE IT FURTHER RESOLVED, said personal services contract shall commence on this date and shall expire December 31, 2022.

Dated this 9th day of February 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

BENTON COUNTY
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

QAL-TEK ASSOCIATES

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 **Qal-Tek Associates**, with its principal offices at 3998 Commerce Circle, Idaho Falls, ID 83401 (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 Exhibit A – Quotation S013341.

2. DURATION OF CONTRACT

The term of this Contract shall begin on the date last signed 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 calibrate two Troxler Nuclear 3430 moisture density gauges to meet minimum accuracy ASTM standards. The calibrations will take place once a year at either the Prosser Maintenance Facility, 14303 N. Hinzerling Road, Prosser, WA 99350 or at the Kennewick Maintenance Facility, 102808 Wiser Parkway, Kennewick, WA 99338.

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: Travis Bivins
Address: 3998 Commerce Circle
Idaho Falls, ID 83401
Phone: 208-523-5557
Email: tbivins@qaltek.com

b. For COUNTY:

Name: Tavis Hatfield
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-786-5611
Email: tavis.hatfield@co.benton.wa.us

5. COMPENSATION

a. The COUNTY shall pay the CONTRACTOR for the calibrations plus a one-time service fee each visit according to the rates set forth in Exhibit A which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Three Thousand Five Hundred Dollars and Zero Cents ($3,500.00).

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions**:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION

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

CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any

COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

Dated:_____

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

_____
Reid Hay, Civil Deputy Prosecuting Attorney

Dated: 1-29-2021

FOR: QAL-TEK ASSOCIATES

Travis Bivins
Signature

C&E Director
Title:

Travis Bivins
Print Name

QALTEK

INNOVATING SOLUTIONS for Those Building a Better and More Secure World

3998 Commerce Circle
Idaho Falls ID 83401
United States

Exhibit A

Quotation SO13341

Date: 12/15/2020 14:23:40 **Expiration Date:** 12/31/2022

To	Contact
Benton County Public Works P.O. Box 1001 Prosser WA 99350 United States	Travis Hatfield travis.hatfield@co.benton.wa.us 509-786-5611

Customer P.O.	Salesperson	Email
	John Sanger	jsanger@qaltek.com

Quantity	Item	Description	Unit Price	Taxes	Price
1.000 Unit(s)	NG0044	OSCAR Service Charge (flat fee including travel and fuel for onsite calibration & repair)	575.00		$ 575.00
2.000 Unit(s)	NG0021	Nuclear Density Gauge (Standard Models) - ISO 17025 Accredited Calibration SN,32514,33969	442.80		$ 885.60
2.000 Unit(s)	LT0001	Leak Test; Nuclear Density Gauge SN,32514,33969	25.00		$ 50.00

Subtotal	$ 1,510.60
Taxes	$ 0.00
Total	$ 1,510.60

Salesman: Client:

Print: John Sanger Print:

Date: 01-05-2021 Date:

Payment term: Net 30 Days

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Third Amendment to Res. 2019-444
Presenter:	N/A
Prepared By:	Blanca Parham
Reviewed By:	Douglas D'Hondt

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

Type of Agenda Item:	**Type of Action Needed:** *(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 June 11, 2019, Resolution 2019-444 was passed by the Board of County Commissioners entering them into a Professional Services Contract with HDR Engineering, Inc. This Resolution encompassed Architectural and Engineering Services for the retrofit of an existing structure to a MRWF. Since then, things have progressed rather slow with the current pandemic. This project has added a first amendment to account for additional services needed and a second amendment to extend the contract, but we are very close to getting the final project design approved by the City of Kennewick.

During the second round of comments from the City it was discovered that a design change to the irrigation system was needed in order for the design to meet City standards. The original contract did not account for a design change after the 100% design was complete.

This Third Amendment accounts for these additional services and has been approved to form by the department's Deputy Prosecuting Attorney.

Fiscal Impact

The total fee for these services is not to exceed $4,796.68. This increases the original contract amount from $93,100.00 to $97,896.68 excluding Washington State Sales Tax. The expense will be paid for by the Solid Waste Fund.

Recommendation

The County Engineer recommends that the Board of County Commissioners approve the proposed amendment with HDR Engineering, Inc.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY AND HDR ENGINEERING, INC. FOR DESIGN OF THE MODERATE RISK WASTE FACILITY

WHEREAS, per Resolution 2019-444 dated June 11, 2019, the Board of County Commissioners entered into a Professional Services Contract with HDR Engineering, Inc. for providing Benton County with Architectural and Engineering Services for the retrofit of an existing structure to a moderate risk waste facility (MRWF); and

WHEREAS, per Resolution No. 2019-751, the parties entered into a First Contract Amendment for permitting and construction support, increasing the contract amount by $12,100.00 excluding WSST, bringing the total contract amount to $93,100.00; and

WHEREAS, per Resolution No. 2020-1031, the parties entered into a Second Contract Amendment to extend the contract termination date from December 31, 2020 to June 30, 2021; and

WHEREAS, during the second round of comments from the City of Kennewick it was discovered that a design change was needed to the irrigation connection in order for the design to meet City standards; and

WHEREAS, the original contract did not account for a design change after the 100% design was complete; and

WHEREAS, a contract amendment has been prepared to add these additional services; and

WHEREAS, the department's Deputy Prosecuting Attorney has reviewed and approved the proposed amendment as to form; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of County Commissioners hereby approves the attached Third Amendment to the Professional Services Contract between Benton County and HDR Engineering Inc. increasing the contract amount by $4,796.68 excluding Washington State Sales Tax, bringing the total contract amount to $97,896.68 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign this Third Amendment to the Professional Services Contract with HDR Engineering, Inc. attached hereto; and

BE IT FURTHER RESOLVED, all other terms and conditions of said contract remain the same.

Dated this 9th day of February, 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Public Works
C: Auditor

B. Parham

THIRD CONTRACT AMENDMENT
to the
PROFESSIONAL SERVICES CONTRACT

THIS THIRD CONTRACT AMENDMENT (hereinafter "Third Amendment") is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **HDR ENGINEERING, INCORPORATED**, a corporation organized under the laws of the State of Washington, with its principal offices at 600 University Loop, Suite 500, Seattle, WA 98101 (hereinafter "CONTRACTOR").

WHEREAS, per Benton County Resolution No. 2019-444, the parties entered into a Professional Services Contract, beginning June 11, 2019 and ending December 31, 2020 (hereinafter the "CONTRACT"), whereby CONTRACTOR agreed to provide Architectural and Engineering Services for the retrofit of an existing structure to a moderate risk waste facility (MRWF); and

WHEREAS, per Resolution No. 2019-751, the parties entered into a First Contract Amendment for permitting and construction support, increasing the contract amount by $12,100.00 excluding WSST, bringing the total contract amount to $93,100.00; and

WHEREAS, per Resolution No. 2020-1031, the parties entered into a Second Contract Amendment to extend the contract termination date from December 31, 2020 to June 30, 2021; and

WHEREAS, during the second round of comments from the City of Kennewick it was discovered that a design change was needed to the irrigation connection in order for the design to meet City standards; and

WHEREAS, this Third Amendment is necessary to account for this design change;
NOW THEREFORE,

THE PARTIES AGREE that all provisions of the CONTRACT remain in full force and effect and Exhibit D, which is attached, is hereby made a part of said CONTRACT thereby providing for the performance of a design change and increasing the CONTRACT amount by $4,796.68 excluding Washington State Sales Tax, bringing the total CONTRACT amount to $97,896.68 excluding WSST.

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

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: 1/27/2021

FOR: HDR ENGINEERING, INC.

_____
Signature

Senior Vice President
Title:

Rob Berman
Print Name

Background

HDR Engineering Inc. (HDR) previously prepared a 100% design package for a Moderate Risk Waste Facility for Benton County (County). Submission of the 100% design package to the City of Kennewick (City) for permit review occurred in 2020. The County has provided the City's comments to HDR. The City provided direction to make a potable water connection for the site irrigation system. The County has requested preparation of a revised 100% design package to address City comments as described in this scope of services. The irrigation system will switch to drip irrigation instead of spray as the means of watering the plants, a double check valve assembly will be installed per City standards, a blow off will be installed after the assembly, and the color of sprinkler heads will be revised.

Scope of Services

Task 1: Project Management

OBJECTIVE

The purpose of this task is to monitor costs, manage design team coordination, and provide monthly status reporting, accounting, and invoicing.

HDR SERVICES

- *Team Management.* Scheduling, managing, and allocating resources based on project schedule, budget, work plan, and activities. Coordinate production of deliverables.
- *Project Communication*. Provide coordination and communication between the HDR Team, the County, and other participating agencies. Regular check-in calls to the Project Manager to update on the status of the project activities due to the fast nature of project schedule.
- *Monthly Invoicing.* Prepare monthly invoice, including a progress report to summarize activities completed as well as note project abnormalities that may affect scope, budget, or schedule.

CLIENT RESPONSIBILITIES

- Timely processing and payment of invoices.

ASSUMPTIONS

- Quality control of project deliverables is included in level of effort for each task.
- No bid or construction phase support is included in this scope of work.

DELIVERABLES

- D1.1 Monthly invoice and progress report (Word).

Task 3 – 100% Design Package

OBJECTIVE

To complete the details and engineering, design, and technical bidding documents based on comments on the revised 100% design package.

HDR SERVICES

- Prepare irrigation calculations, design drawings, and technical specifications for final submittal to the County and use for contractor bidding. Up to four (4) design drawings and one (1) specification section will be revised.

- The construction documents will be prepared to a level of detail typical for competitive bidding in Washington.

CLIENT RESPONSIBILITIES

- Obtain necessary permits, including Public Works permit.

ASSUMPTIONS

- Revisions performed under this amendment will be limited to address the revised irrigation design only per the emailed direction of Fernando Garcia from the City of Kennewick Public Works on December 8th, 2020.
- Drawings to be prepared using HDR design standards and developed using AutoCAD 2016 and Civil3D 2016.
- Specifications will be the Construction Specifications Institute MasterFormat (six digit).
- No permit coordination with agencies having jurisdiction is provided from HDR. If permitting support is desired by the County, a contract amendment will be developed and approved.
- An updated Opinion of Probable Construction Costs will not be included as part of this amendment.
- Contractor to verify material of existing 12-inch waterline near the sidewalk on S. Ely Street. Existing location assumed per existing survey information.

DELIVERABLES

- D3.1 Revised 100% (i.e., Final) drawings (22”x34”) (PDF)
- D3.2 Revised 100% technical specifications (PDF)

Schedule

HDR proposes to complete this work within 30 days from receipt of notice to proceed.

Estimated Fees and Disbursements

Compensation for proposed services will be billed on a time and materials basis. The total fee for these services is not to exceed $4,796.68, unless mutually agreed upon by HDR and the County.

Table 1. Schedule of Fees

Milestone	Amount
Project Management	$1,229.43
100% Design Package	$3,567.25
TOTAL	**$4,796.68**

Terms and Conditions

These services are proposed to be completed under Benton County Architectural Engineering Professional Services Contract.

This proposal is valid for 60 workdays from the date of submission. Thereafter, it may be subject to change.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO (2) 2021 FORD F250 PICKUPS, TWO (2) 2021 FORD EXPLORERS AND FOUR (4) 2021 FORD ESCAPES FROM COLUMBIA FORD UTILIZING WASHINGTON STATE CONTRACT NO. 05916 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, numerous vehicles in the ER&R managed fleet have reached the point where maintenance costs are beyond the value of the vehicle; and in accordance with the *Benton County Road Department Equipment Rental and Revolving Fund (ER&R) Policy and Procedures* are in need of replacement; and

WHEREAS, Washington State Contract No. 05916 allows for the purchase of vehicles from Columbia Ford, Longview, WA; and

WHEREAS, the following are the vehicles and total amounts of the purchase prices inclusive of WSST from Columbia Ford, off Washington State Contract No. 05916, all in accordance with the attached:

- Public Works Department –
  - One (1) 2021 Ford F250 4WD Crew Cab Long Box Pickup (replacing #0522) in the amount of $39,841.34 including WSST;
  - One (1) 2021 Ford F250 4WD Extended Cab Long Box Pickup (replacing #0523) in the amount of $37,992.03 including WSST;
  - Two (2) 2021 Ford Explorers, AWD (replacing #0559 and #0560) in the amount of $72,192.24 including WSST;
  - One (1) 2021 Ford Escape, AWD (replacing #0558) in the amount of $27,321.14 including WSST;
- Assessor's Office - One (1) 2021 Ford Escape AWD SUV in the amount of $27,321.14 including WSST;
- Building Department - One (1) 2021 Ford Escape AWD SUV in the amount of $27,321.14 including WSST;
- Treasurer's Office - One (1) 2021 Ford Escape AWD SUV in the amount of $28,923.29 including WSST; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of these vehicles utilizing Washington State Contract No. 05916; has been approved by our Deputy Prosecuting Attorney; and has been signed by Columbia Ford; and

WHEREAS, the Fleet Superintendent recommends the purchase of the above vehicles utilizing the State Contract; **NOW, THEREFORE**

Original: Public Works
cc: Auditor

S. Christen

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and the Purchase Agreement for the purchase of two (2) 2021 Ford F250 4WD Pickups, two (2) 2021 Ford Explorers and four (4) 2021 Ford Escapes, by the ER&R Fund, with the total not to exceed $275,000.00 including WSST utilizing Washington State Contract No. 05916, from Columbia Ford, Longview, WA, is hereby approved and the Board of County Commissioners is hereby authorized to sign said Agreement.

Dated this 9th day of February, 2021.

_____
Chairman of the Board

_____
Chairman ProTem

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

Attest_____
Clerk of the Board

Original: Public Works
cc: Auditor

S. Christen

Shannon Christen

From: Reid Hay
Sent: Tuesday, February 02, 2021 2:37 PM
To: Shannon Christen
Subject: RE: Need approval email

Shannon,

I have reviewed the revised agreement with Columbia Ford (making use of state contract 05916) and it is approved as to form.

-- Reid

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

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

From: Shannon Christen <Shannon.Christen@co.benton.wa.us>
Sent: Tuesday, February 2, 2021 2:16 PM
To: Reid Hay <Reid.Hay@co.benton.wa.us>
Subject: Need approval email

Reid-

Last Thursday you approved and signed the Purchase Agreement for the 8 vehicles from Columbia Ford. When I sent it to Columbia Ford for their signature, they reduced the price of one of the pickups and made us requote 3 of the vehicles to have 2021 quote numbers. That meant I had to redo the Purchase Agreement. I sent the corrected copy to them and got their signature, but now I need you to resign. I will have you sign on Thursday when you are here, but in the meantime **Marilu wants an email from you saying you approve** so they can include it in the Commissioner's packet.

I have attached the form you already signed and the new Purchase Agreement.

Sorry for the inconvenience and thank you very much.

Shannon Christen
Contract Coordinator
Benton County Public Works Department
509/786-5611 Ext. 5665

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Columbia Ford
Vendor Code: 235557
Vendor Contact: Marie Tellinghiusen orders@colford.com
Vendor Contact Phone: 360-423-4321 Ext. 187
Vendor Principal Place of Business: Longview, WA

Ship To:	Bill To:
Benton County Public Works Department 102808 Wiser Parkway Kennewick, WA 99338	Benton County Public Works Department P. O. Box 1001 Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date: 2/9/2021
Delivery Date: Per Contract*

		Est Qty	Unit Price	Total Price
	WA State Contract 05916-Motor Vehicles			
2021-2-17	2021 Ford F250 4WD Pickup-Crew Cab (Exhibit A)	1	36,754.00	36,754.00
2021-2-16	2021 Ford F250 4WD Pickup-Extended Cab (Exhibit B)	1	35,048.00	35,048.00
2021-2-14	2021 Ford Explorer (Exhibit C)	1	33,299.00	33,299.00
2021-1-882	2021 Ford Explorer (Exhibit D)	1	33,299.00	33,299.00
2021-1-96	2021 Ford Escape (Exhibit E)	1	25,204.00	25,204.00
2021-1-881	2021 Ford Escape (Exhibit F)	1	25,204.00	25,204.00
2021-1-880	2021 Ford Escape (Exhibit G)	1	25,204.00	25,204.00
2021-1-94	2021 Ford Escape (Exhibit H)	1	26,682.00	26,682.00
	through the Washington State Master Contract Usage			
	Agreement-Contract No. 05916 per the attached quotes			
	*Deliveries may be delayed due to COVID-19			

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 05916.

	-
SUB TOTAL =	$ 240,694.00
SALES TAX =	20,218.30
TOTAL ORDER =	$ 260,912.30

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 05916 between the State of Washington Department of Enterprise Services and Columbia Ford.

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 05916
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Michael McGhan
Address: 102808 Wiser Parkway
Kennewick, WA 99338
Phone: 509-539-4769
Email michael.mcghan@co.benton.wa.us

Approved as to Form

_____

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

COLUMBIA FORD

Vendor Name (Print): MARIE TELLINGHUISEN Title: GOVT CONT MGR Date: 02/02/21

Vendor Signature: Marie Tellinghuisen

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

Shannon Christen Exhibit A

From: NOREPLY@des.wa.gov
Sent: Monday, February 1, 2021 2:52 PM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-2-17 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-2-17 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0821-0001	2021 Ford F250 Pickup, 4WD	1	$27,079.00	$27,079.00
2021-0821-0014	Alternative Cab/Wheelbase: Crew Cab, 176WB, 8ft box, 10000# GVWR, 3230# Payload, 48-gallon fuel tank (W2B/176WB)	1	$3,618.00	$3,618.00
2021-0821-0034	Power Equipment Group - Crew Cab (includes power door locks and windows, manual-folding, manually-telescoping trailer tow mirrors with power heated glass, heated convex spotter mirror, power tailgate lock, Remote Keyless Entry, upgraded door-trim panel) (deletes passenger-side door lock cylinder) (Includes four (4) RKE Fobs w/ Integrated Keys) (90L/546)	1	$1,298.00	$1,298.00
2021-0821-0045	Upfitter Switches (6) (located in overhead console) (Includes 200-Amp Alternator #67D) (66S)	1	$158.00	$158.00
2021-0821-0060	Cruise Control, steering wheel-mounted (Included with XL Value Package #96V or XLT Trim Upgrade) (525)	1	$225.00	$225.00
2021-0821-0072	Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Crew Cab) (TT1)	1	$300.00	$300.00

2021-0821-0082	Trailer Brake Controller (52B)	1	$258.00	$258.00
2021-0821-0083	Electronic Locking Rear Axle (3.31/3.55/3.73/4.30) (X3H/X3J/X3E/X4M)	1	$373.00	$373.00
2021-0821-0207	Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	1	$32.00	$32.00
2021-0821-0210	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	$120.00	$120.00
2021-0821-0211	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$100.00	$100.00
2021-0821-0213	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$40.00	$40.00
2021-0821-0214	Spray-In Bedliner (Line-X) (DLR)	1	$468.00	$468.00
2021-0821-0520	AMBER - Complete Amber Warning Package, installed [Includes two (2) amber grille lights; two (2) amber LED inserts in backup lenses; 54in NROADS lightbar with eight (8) amber modules with four (4) corners; and six (6) button switch panel. Also includes single radio prewire (includes power and coax in roof) and fuse panel.] (DWS-SD-A-1) (DW520)	1	$2,880.00	$2,880.00
2021-0821-0526	Day Wireless to use factory upfitter switches in lieu of 6-button switch included with Basic or Complete Amber Package (DW526) (Credit)	1	($195.00)	($195.00)

Quote Totals

Total Vehicles:	1
Sub Total:	$36,754.00
8.4 % Sales Tax:	$3,087.34
Quote Total:	$39,841.34

Shannon Christen Exhibit B

From: NOREPLY@des.wa.gov
Sent: Monday, February 1, 2021 2:49 PM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-2-16 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-2-16 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghlusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (Z1) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0821-0001	2021 Ford F250 Pickup, 4WD	1	$27,079.00	$27,079.00
2021-0821-0012	Alternative Cab/Wheelbase: Extended Cab, 164WB, 8ft box, 10000# GVWR, 3490# Payload (X2B/164WB)	1	$2,417.00	$2,417.00
2021-0821-0033	Power Equipment Group - Regular/Extended Cabs (includes power door locks and windows, manual-folding, manually-telescoping trailer tow mirrors with power heated glass, heated convex spotter mirror, power tailgate lock, Remote Keyless Entry, upgraded door-trim panel) (deletes passenger-side door lock cylinder) (Includes four (4) RKE Fobs w/ Integrated Keys) (90L/546)	1	$1,097.00	$1,097.00
2021-0821-0045	Upfitter Switches (6) (located in overhead console) (Includes 200-Amp Alternator #67D) (66S)	1	$158.00	$158.00
2021-0821-0060	Cruise Control, steering wheel-mounted (Included with XL Value Package #96V or XLT Trim Upgrade) (525)	1	$225.00	$225.00
2021-0821-0071	Seats: Cloth 40/20/40 split bench w/ center armrest, cupholder and storage, driver side manual lumbar (Regular/Extended Cab) (TT1)	1	$96.00	$96.00

2021-0821-0082	Trailer Brake Controller (52B)	1	$258.00	$258.00
2021-0821-0083	Electronic Locking Rear Axle (3.31/3.55/3.73/4.30) (X3H/X3J/X3E/X4M)	1	$373.00	$373.00
2021-0821-0207	Trailer Tow Hitch Receiver Option: Sleeve Reducer - 2.5in to 2in (DLR)	1	$32.00	$32.00
2021-0821-0210	Floor Mats, HD Rubber Molded, Front (Weather Tech)(DLR)	1	$120.00	$120.00
2021-0821-0213	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	$40.00	$40.00
2021-0821-0214	Spray-In Bedliner (Line-X) (DLR)	1	$468.00	$468.00
2021-0821-0520	AMBER - Complete Amber Warning Package, installed [Includes two (2) amber grille lights; two (2) amber LED inserts in backup lenses; 54in NROADS lightbar with eight (8) amber modules with four (4) corners; and six (6) button switch panel. Also includes single radio prewire (includes power and coax in roof) and fuse panel.] (DWS-SD-A-1) (DW520)	1	$2,880.00	$2,880.00
2021-0821-0526	Day Wireless to use factory upfitter switches in lieu of 6-button switch included with Basic or Complete Amber Package (DW526) (Credit)	1	($195.00)	($195.00)

Quote Totals

Total Vehicles:	1
Sub Total:	$35,048.00
8.4 % Sales Tax:	$2,944.03
Quote Total:	$37,992.03

Shannon Christen Exhibit C

From: NOREPLY@des.wa.gov
Sent: Monday, February 1, 2021 2:41 PM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-2-14 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-2-14 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0313-001	2021 Ford Explorer	1	$28,317.00	$28,317.00
2021-0313-011	Base Trim Only - Four Wheel Drive Model (includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (K8B)	1	$1,942.00	$1,942.00
2021-0313-012	Base Trim Only - Alternative Engine, 3.3L Ti-VCT Engine (Includes 10-Speed Automatic Transmission (Must also order 4WD Model #K8B) (Not available with XLT or HEV Limited Trim Levels) (No-Charge or Credit) (99B/44T)	1	$0.00	$0.00
2021-0313-013	Base Only - Class III Trailer Tow Package (52T)	1	$538.00	$538.00
2021-0313-203	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0313-208	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0313-209	Floor Mats, HD Rubber Molded, 2nd row (Weather Tech) (DLR)	1	$91.00	$91.00

2021-0313-371	AMBER: Basic Amber Warning: [Installation of (2) Mpower AMBER front corner lights, (2) AMBER LED inserts in reverse lenses, an NROADS 17in amber lightbar mounted on roof, and 6-button switch panel. Also includes single radio prewire (includes power and roof mount antenna)] (DWS-UTIL-A-2) (DW371)	1	$2,256.00	$2,256.00

Quote Totals

Total Vehicles:	1
Sub Total:	$33,299.00
8.4 % Sales Tax:	$2,797.12
Quote Total:	$36,096.12

Shannon Christen Exhibit D

From: NOREPLY@des.wa.gov
Sent: Thursday, January 28, 2021 9:46 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-1-882 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-1-882 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632
Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0313-001	2021 Ford Explorer	1	$28,317.00	$28,317.00
2021-0313-011	Base Trim Only - Four Wheel Drive Model (includes Intelligent 4WD System, Terrain Management System and Hill Descent Control) (K8B)	1	$1,942.00	$1,942.00
2021-0313-012	Base Trim Only - Alternative Engine, 3.3L Ti-VCT Engine (Includes 10-Speed Automatic Transmission (Must also order 4WD Model #K8B) (Not available with XLT or HEV Limited Trim Levels) (No-Charge or Credit) (99B/44T)	1	$0.00	$0.00
2021-0313-013	Base Only - Class III Trailer Tow Package (52T)	1	$538.00	$538.00
2021-0313-203	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0313-208	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0313-209	Floor Mats, HD Rubber Molded, 2nd row (Weather Tech) (DLR)	1	$91.00	$91.00

2021-0313-371	AMBER: Basic Amber Warning: [Installation of (2) Mpower AMBER front corner lights, (2) AMBER LED inserts in reverse lenses, an NROADS 17in amber lightbar mounted on roof, and 6-button switch panel. Also includes single radio prewire (includes power and roof mount antenna)] (DWS-UTIL-A-2) (DW371)	1	$2,256.00	$2,256.00

Quote Totals

Total Vehicles:	1
Sub Total:	$33,299.00
8.4 % Sales Tax:	$2,797.12
Quote Total:	$36,096.12

Exhibit E

Shannon Christen

From: NOREPLY@des.wa.gov
Sent: Wednesday, January 6, 2021 10:33 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-1-96 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-1-96 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ)(N/A w/Titanium) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0311-001	2021 Ford Escape	1	$21,795.00	$21,795.00
2021-0311-011	S OPTION - All-Wheel Drive (AWD) (Includes 1.5L EcoBoost, Intelligent AWD System, 3.81 RAR) (2020MY: 26/31 MPG) (U9F/100A/996/448/TTVH)	1	$2,848.00	$2,848.00
2021-0311-013	S OPTION - (NEW) Mini Spare Wheel (mini spare tire, wheel nut wrench and jack) (replaces Tire Sealant Kit) (51U)	1	$109.00	$109.00
2021-0311-014	S OPTION - Splash Guards (factory) (63C)	1	$207.00	$207.00
2021-0311-205	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$90.00	$90.00

Quote Totals

Total Vehicles:	1
Sub Total:	$25,204.00
8.4 % Sales Tax:	$2,117.14
Quote Total:	$27,321.14

Shannon Christen

Exhibit F

From: NOREPLY@des.wa.gov
Sent: Thursday, January 28, 2021 9:43 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-1-881 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-1-881 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ)(N/A w/Titanium) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0311-001	2021 Ford Escape	1	$21,795.00	$21,795.00
2021-0311-011	S OPTION - All-Wheel Drive (AWD) (Includes 1.5L EcoBoost, Intelligent AWD System, 3.81 RAR) (2020MY: 26/31 MPG) (U9F/100A/996/448/TTVH)	1	$2,848.00	$2,848.00
2021-0311-013	S OPTION - (NEW) Mini Spare Wheel (mini spare tire, wheel nut wrench and jack) (replaces Tire Sealant Kit) (51U)	1	$109.00	$109.00
2021-0311-014	S OPTION - Splash Guards (factory) (63C)	1	$207.00	$207.00
2021-0311-205	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$90.00	$90.00

Quote Totals

Total Vehicles:	1
Sub Total:	$25,204.00
8.4 % Sales Tax:	$2,117.14
Quote Total:	$27,321.14

Shannon Christen Exhibit G

From: NOREPLY@des.wa.gov
Sent: Thursday, January 28, 2021 9:42 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-1-880 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-1-880 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ)(N/A w/Titanium) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0311-001	2021 Ford Escape	1	$21,795.00	$21,795.00
2021-0311-011	S OPTION - All-Wheel Drive (AWD) (Includes 1.5L EcoBoost, Intelligent AWD System, 3.81 RAR) (2020MY: 26/31 MPG) (U9F/100A/996/448/TTVH)	1	$2,848.00	$2,848.00
2021-0311-013	S OPTION - (NEW) Mini Spare Wheel (mini spare tire, wheel nut wrench and jack) (replaces Tire Sealant Kit) (51U)	1	$109.00	$109.00
2021-0311-014	S OPTION - Splash Guards (factory) (63C)	1	$207.00	$207.00
2021-0311-205	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$90.00	$90.00

Quote Totals

Total Vehicles:	1
Sub Total:	$25,204.00
8.4 % Sales Tax:	$2,117.14
Quote Total:	$27,321.14

Exhibit H

Shannon Christen

From: NOREPLY@des.wa.gov
Sent: Wednesday, January 6, 2021 10:21 AM
To: Michael McGhan
Cc: noreply@des.wa.gov
Subject: [EXTERNAL] Vehicle Quote - 2021-1-94 - BENTON COUNTY - 10300

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.

Vehicle Quote Number: 2021-1-94 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632
Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: BENTON COUNTY - 10300
Email: michael.mcghan@co.benton.wa.us
Quote Notes:
Vehicle Location: KENNEWICK

Color Options & Qty

Oxford White (YZ)(N/A w/Titanium) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2021-0311-001	2021 Ford Escape	1	$21,795.00	$21,795.00
2021-0311-030	SE Trim Upgrade #200A (GAS) - (1.5 Liter EcoBoost w/ Auto Start-Stop Technology) [Includes all base vehicle S equipment, PLUS: privacy glass, SYNC3 (enhanced voice recognition communications, 8in LCD capacitive touchscreen in center stack with swipe capability, AppLink, 911 Assist, Apple CarPlay and Android Auto compatibility, two (2) Smart-Charging USB ports), SiriusXM Radio, Intelligent Access with Push-Button Start (4 Fobs), 17in Shadow Silver-painted aluminum wheels] SELECT THIS OPTION FOR DESCRIPTION, PLUS #200A FWD OR AWD PRICING BELOW	1	$0.00	$0.00
2021-0311-032	SE Trim Upgrade #200A (GAS), All-Wheel Drive (AWD) (2020MY: 26/31 MPG) (U9G/200A/996/448/TT4H)	1	$3,353.00	$3,353.00
2021-0311-037	SE OPTION - Mini Space-Saver Wheel (includes mini spare tire, wheel nut wrench and jack) (replaces tire inflator and sealant kit) (51Q or 51U)	1	$109.00	$109.00
2021-0311-039	SE OPTION - NEW: Convenience Package [10-Way power driver seat w/ power lumbar and power recline, Dual-zone Electronic Automatic Temperature Control (DEATC) (DEATC is already included with HEV #201A), halogen projector headlamps w/ LED configurable daytime running lamps, power liftgate,	1	$973.00	$973.00

	premium wrapped steering wheel, rear center armrest (fold-down w/ two (2) cupholders), SecuriCode Keyless Entry Keypad] (86B)			
2021-0311-049	SE OPTION - Splash Guards (factory installed) (63C)	1	$207.00	$207.00
2021-0311-205	Fire Extinguisher, 2.5# Chemical ABC Rated w/ Mounting Bracket (DLR)	1	$35.00	$35.00
2021-0311-207	Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	$120.00	$120.00
2021-0311-208	Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	$90.00	$90.00

Quote Totals

Total Vehicles:	1
Sub Total:	$26,682.00
8.4 % Sales Tax:	$2,241.29
Quote Total:	$28,923.29

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Rejection of Bids For Pistol and Associated Accessories Bid (CB20-37)
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Robert Blain

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

Type of Agenda Item:	**Type of Action Needed:**	
☒ 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 Board of Benton County Commissioners approved the solicitation of bids for the procurement of Pistols & Associated Accessories (CB 20-37) for the Benton County Sheriff's Department per Resolution 2020-1040.

The Benton County Sheriff's Department received four (4) bids, 2 per each section, before the deadline on January 20, 2021, and opened said bids on January 21, 2021, as provided in the invitation to bid.

There was a total of thirty-three (33) companies that were sent bid packets with the following companies who responded with a proposal:

Section # 1:
- Gunarama Wholesale, Inc. – Spokane, Washington – $25,128.00
- Keith Sporting Goods, Inc. – Gresham, Oregon – $29,196.00

Section # 2:
- Galls, LLC. – Lexington, Kentucky – $15,060.50
- Proforce Law Enforcement. – Prescott, Arizona – Non- Responsive
-

After reviewing the bids, it was determined the requirements for sealed bids were not followed, creating a potentially unfair bidding climate.

As a result, the Purchasing Department hereby believes it is in the County's best interest to reject all bids.

Fiscal Impact

Amount: N/A

Fund: Sheriff's Equipment Replacement Fund

Recommendation

The Purchasing Department recommends the County to reject all bids.

Suggested Motion

As part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REJECTING ALL BIDS FOR THE PROCUREMENT OF PISTOLS & ASSOCIATED ACCESSORIES (CB 20-37) FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Board of Benton County Commissioners approved the solicitation of bids for the procurement of Pistols & Associated Accessories (CB 20-37) for the Benton County Sheriff's Department per Resolution 2020-1040; and

WHEREAS, the Benton County Sheriff's Department received four (4) bids, 2 per each section, before the deadline on January 20, 2021, and opened said bids on January 21, 2021, as provided in the invitation to bid; and

WHEREAS, there was a total of thirty-three (33) companies that were sent bid packets with the following companies who responded with a proposal:

Section # 1:

- Gunarama Wholesale, Inc. – Spokane, Washington – $25,128.00
- Keith Sporting Goods, Inc. – Gresham, Oregon – $29,196.00

Section # 2:

- Galls, LLC. – Lexington, Kentucky – $15,060.50
- Proforce Law Enforcement. – Prescott, Arizona – Non- Responsive

WHEREAS, after reviewing the bids, it was determined the requirements for sealed bids were not followed, creating a potentially unfair bidding climate; and

WHEREAS, as a result, the Purchasing Department hereby believes it is in the best interest of the County to reject all bids; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby rejects the bids listed above for the solicitation for Pistols & Associated Accessories (CB 20-37) for the Benton County Sheriff's Department.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Attest……
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Orig: Purchasing – CB 20-37 File P. Schut

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Purchase Agreement with Galls, LLC utilizing WA State Contract 01417; Rescinding Resolution 2019-829
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza & Katie Gillies

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 2019-829, the Board of County Commissioners approved the purchase of uniforms and accessories from Galls, LLC for the Benton County Corrections Department utilizing Washington State Contract No. 01417, with a Purchase Agreement amount not to exceed $140,000 including WSST.

The Benton County Sheriff's Office also purchases miscellaneous uniforms and equipment from Galls, LLC and would like to utilize the Washington State Contract No. 01417 for calendar years 2021 and 2022 as well.

Fiscal Impact

Expenditures shall be paid from each department that utilizes the Purchase Agreement.

Recommendation

Approve the attached Resolution and Purchase Agreement between Benton County and Galls, LLC and authorize the Chairman to sign said agreement.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF UNIFORMS AND ACCESSORIES FROM GALLS, LLC UTILIZING WASHINGTON STATE CONTRACT NO. 01417 FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT AND THE BENTON COUNTY SHERIFF'S OFFICE; RESCINDING RESOLUTION 2019-829

WHEREAS, per Resolution 2019-829 dated November 19, 2019, the Board of Benton County Commissioners approved the purchase of uniforms and accessories for the Benton County Corrections Department utilizing Washington State Contract No. 01417 from Galls, LLC with a Purchase Agreement amount not to exceed $140,000 including WSST; and

WHEREAS, Washington State Contract No. 01417 allows for the purchase of uniforms and accessories from Galls, LLC located in (4) four different locations such as Seattle, WA; Des Moines, WA; Spokane, WA; and Portland, OR; and

WHEREAS, the Benton County Sheriff's Office also purchases miscellaneous uniforms and accessories from Galls, LLC and would like to utilize the Washington State Contract No. 01417 for their necessary purchases; and

WHEREAS, both Benton County Corrections Department and Benton County Sheriff's Office recommends utilizing the Washington State Contract No. 01417 for calendar years 2021 and 2022 for an overall contract amount not to exceed $100,000 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of uniforms and accessories for the Benton County Corrections Department and the Benton County Sheriff's Office from Galls, LLC utilizing Washington State Contract No. 01417, with a Purchase Agreement amount not to exceed $100,000 including WSST; and

BE IT FURTHER RESOLVED, the attached Purchase Agreement shall commence upon signature of both parties and shall terminate December 31, 2022; and

BE IT FURTHER RESOLVED, the Chairman is hereby authorized to sign the attached Purchase Agreement between Benton County and Galls, LLC; and

BE IT FURTHER RESOLVED, Resolution 2019-829 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: Purchasing Dept.
Cc: Auditors, PA, BCCD, BCSO, Galls, LLC L. Small

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Galls, LLC

Vendor Code:

Vendor Contact: Kiley Lyon

Vendor Contact Phone: (859) 800-1171

Vendor Principal Place of Business: 1306 N Howard St. Spokane, WA 99201

Ship To:	Bill To:
Benton County Corrections Department 7122 W. Okanogan Pl. Bldg. B Kennewick, WA 99336	Benton County Corrections Department 7122 W. Okanogan Pl. Bldg. B Kennewick, WA 99336

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Line	Description	Qty		
	Vendor agrees to provide all items and name brands associated with Exhibit A available to the County for the purchase at the price discounts provided in Exhibit A, as currently in effect, or hereafter amended pursuant to the State of Washington Contract No. 01417.			

The term of this Agreement shall commence upon signature of both parties and shall expire 12/31/2021.

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 01417 (copy attached hereto as Master Contract) as well as the Price Worksheet (attached as Exhibit A).

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 01417
2. Pricing Worksheet attached hereto as Exhibit A, as currently in effect or hereafter amended.
3. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

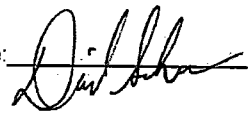
Contact: Lisa Small
Address: 7122 W. Okanogan Pl, Bldg B
Kennewick, WA 99336
Phone: 509-786-1451 ext. 3880
Email: Lisa.Small@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Ryan J. Lukson, Civil DPA

By signing in the space provided, the parties hereby acknowledge the following:

1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
2) The person executing this Agreement is authorized to do so by his/her party;
3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): David Scheve Title: CFO Date: 1/28/2021

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

PRICE

Galls, LLC is authorized to sell uniforms, and related outerwear, footwear and accessories for the manufacturers awarded and services included in this exhibit.

Contract prices are based on Galls, LLC publically available list price and the discount 'percentage off' by manufacturer listed below. The entire manufacturer's catalog as available from Galls, LLC is available for purchase in this Contract.

Manufacturer	% off
5.11 Tactical	15%
Aker	15%
Bates	15%
Bianchi	15%
Blackhawk	10%
Blauer	5%
Boston Leather	15%
Bulwark/Bulwark FR (Shirts)	25%
Bulwark/Bulwark FR (Pants)	20%
Bulwark/Bulwark FR (Coveralls)	15%
Bulwark/Bulwark FR (All other items)	25%
Carhart	10%
Danner	25%
Dickies	10%
Edwards	30%
Fechheimer	25%
Flying Cross	25%
HAIX	10%
Hanes	10%

Manufacturer	% off
Lion	15%
New Era	10%
Olympic Uniform	15%
PM Belts	10%
Port & Company	10%
Port Authority	10%
Red Kap	20%
Richardson Cap	15%
Rothco	10%
Safariland	20%
Schoeller	10%
Spiewak	20%
Stratton	30%
Thorogood	10%
Vertx	30%
Walls	5%
Workrite	25%

In addition to the full manufacturer's catalog as discounted above, Galls, LLC also offers a 10% discount on all other manufacturer's items listed on either www.galls.com or wastatecontract.galls.com.

Galls, LLC is also contracted to provide the following garment alterations:

Alterations

Description	Price (ea)
Hemming	$ 4.00
Re-Hemming	$ 4.00
Shorten Sleeves - Shirt	$ 8.00
Shorten Sleeves - Jacket/Coat/Coverall	$ 8.00
Add tails to shirt	$ 8.00
Taper Sides Shrits/Jackets/ Blazers	$ 8.00
Sew in Military Creases	$ 7.00
Waist adjustments	$ 7.00
Seat Adjustment	$ 7.00
Alter Rise	$ 7.00
Repair broken zipper - jacket	$ 10.00
Repair broken zipper - pants	$ 10.00
Pant Striping 1" or narrower	$ 15.00
Pant Striping > 1" wide	$ 15.00
Coat Sleeve Stripe - 1 row	$ 15.00
Coat Sleeve Stripe - each additional row	$ 15.00
Add Microphone Tab to shirt, jacket, etc.	$ 9.00
Add Badge Tab to shirt, jacket, etc.	$ 9.00
Add/Change Shoulder Strap/Epilates	$ 6.00
Add/Change Pocket Flaps	$ 6.00
Attach customer provided patches, nametags, etc. on shirts & non-waterproof outerwear	$ 2.50
Attach customer provided patches, nametags, etc. on waterproof outerwear	$ 5.00

Galls, LLC is also contracted to provide the following garment customizations:

Heat Press Customizations

Set up charge per design – one time charge: NO CHARGE

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), Single Color	$ 12.73	$ 8.50	$ 7.05	$ 6.50	$ 6.10
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	$ 20.65	$ 12.64	$ 9.87	$ 8.78	$ 8.01
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	$ 28.57	$ 12.64	$ 12.64	$ 11.05	$ 9.90
Heat Press-- Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	$ 36.50	$ 20.81	$ 15.43	$ 13.33	$ 11.80

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Heat Press - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	$ 44.43	$ 24.90	$ 18.21	$ 15.58	$ 13.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), Single Color	$ 5.60	$ 5.60	$ 5.60	$ 5.60	$ 4.70
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	$ 7.58	$ 7.58	$ 7.58	$ 7.58	$ 5.90
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	$ 9.55	$ 9.55	$ 9.55	$ 9.55	$ 7.08
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	$ 11.54	$ 11.54	$ 11.54	$ 11.54	$ 8.28
Heat Press - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	$ 13.53	$ 13.53	$ 13.53	$ 13.53	$ 9.47
Heat Press – Cap (Approx 3" x 5"), Single Color	$ 4.37	$ 4.37	$ 4.37	$ 4.37	$ 4.37
Heat Press – Cap (Approx 3" x 5"), 2 Colors	$ 5.35	$ 5.35	$ 5.35	$ 5.35	$ 5.35
Heat Press – Cap (Approx 3" x 5"), 3 Colors	$ 6.34	$ 6.34	$ 6.34	$ 6.34	$ 6.34
Heat Press – Cap (Approx 3" x 5"), 4 Colors	$ 7.34	$ 7.34	$ 7.34	$ 7.34	$ 7.34
Heat Press – Cap (Approx 3" x 5"), 5 Colors	$ 8.33	$ 8.33	$ 8.33	$ 8.33	$ 8.33

Silk Screen Customizations

Set up charge per design – one time charge: $100.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), Single Color	$ 225.00	$ 225.00	$ 9.00	$ 8.00	$ 6.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 2 Colors	$ 275.00	$ 275.00	$ 11.00	$ 10.00	$ 8.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 3 Colors	$ 325.00	$ 325.00	$ 13.00	$ 12.00	$ 10.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 4 Colors	$ 375.00	$ 375.00	$ 15.00	$ 14.00	$ 12.00
Silk Screen - Shirt Full Front or Back (Approx 11" x 14"), 5 Colors	$ 425.00	$ 425.00	$ 17.00	$ 16.00	$ 14.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), Single Color	$ 225.00	$ 225.00	$ 9.00	$ 8.00	$ 6.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 2 Colors	$ 275.00	$ 275.00	$ 11.00	$ 10.00	$ 8.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 3 Colors	$ 325.00	$ 325.00	$ 13.00	$ 12.00	$ 10.00

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 4 Colors	$ 375.00	$ 375.00	$ 15.00	$ 14.00	$ 12.00
Silk Screen - Shirt L or R Chest (Approx 5" x 5"), 5 Colors	$ 425.00	$ 425.00	$ 17.00	$ 16.00	$ 14.00
Silk Screen – Cap (Approx 3" x 5"), Single Color	$ 225.00	$ 225.00	$ 9.00	$ 8.00	$ 6.00
Silk Screen – Cap (Approx 3" x 5"), 2 Colors	$ 275.00	$ 275.00	$ 11.00	$ 10.00	$ 8.00
Silk Screen – Cap (Approx 3" x 5"), 3 Colors	$ 325.00	$ 325.00	$ 13.00	$ 12.00	$ 10.00
Silk Screen – Cap (Approx 3" x 5"), 4 Colors	$ 375.00	$ 375.00	$ 15.00	$ 14.00	$ 12.00
Silk Screen – Cap (Approx 3" x 5"), 5 Colors	$ 425.00	$ 425.00	$ 17.00	$ 16.00	$ 14.00

Embroidery Customization

Set up charge per design – one time charge: $25.00
Price per each piece

Description	Qty 1-12 (each)	Qty 13-24 (each)	Qty 25-36 (each)	Qty 37-48 (each)	Qty 49+ (each)
Embroidery (any material, any location) - price per item, per 1,000 stitches	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9, 2021
Subject:	Contract Agreement w/WA State Military Department for reimbursement
Presenter:	N/A
Prepared By:	Adam Morasch, Risk Manager
Reviewed By:	Matt Rasmussen, Deputy Administrator

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 January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington. This resolution, if approved would allow for the county to enter into a contract with the Washington State Military Department for funds that have been used for COIVD-19 to be reimbursed.

Fiscal Impact

Up to 75% of any costs for the County's COIVD-19 related expenses, not covered by other funding sources, could be reimbursed by FEMA.

Recommendation

Approve the attached Resolution to enter into a contract with the Washington State Military Department for reimbursement of funds.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COVID-19 RESPONSE, A CONTRACT WITH WASHINGTON STATE MILITARY DEPARTMENT FOR REIMBURSEMENT OF FUNDS.

WHEREAS, on January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington; and

WHEREAS, on February 29, 2020 the Governor of the State of Washington declared that a state of emergency exists in all counties in the State of Washington; and

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 pandemic; and

WHEREAS, the County has incurred significant expenses in its ongoing pandemic response, some of which may be eligible for reimbursement by available grants; and

WHEREAS, the Benton County Risk Manager has worked with the Washington State Military Department to prepare a form contract; and

WHEREAS, the Board of the Benton County Commissioners is the legislative authority for the County of Benton, Washington, and is therefore empowered to enter into contracts on the County's behalf, per RCW 36.32.120; **NOW, THEREFORE,**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves entering into a contract with the Washington State Military Department for the reimbursement of County monies expended for the COVID-19 response; and

BE IT RESOLVED the contract effective start date is January 20, 2020 and runs through March 22, 2024; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners hereby authorizes its members and Chairman to sign the attached contract.

Dated this _____ day of_____ , 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County

Commissioners of Benton County, Washington

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

cc: Risk Management A. Morasch

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **Benton County** **620 Market St.** **Prosser, WA 99350**	2. Grant Agreement Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: **D20-790**
4. SUBRECIPIENT, phone/email: Adam Morasch **(509) 736-3082** **Adam.Morasch@co.benton.wa.us**	5. Grant Agreement Start Date: **January 20, 2020**	6. Grant Agreement End Date: **March 22, 2024**
7. DEPARTMENT Program Manager, phone/email: **Gerard Urbas, (253) 512-7402** **Gary.urbas@mil.wa.gov**	8. Data Universal Numbering System (DUNS):083738997	9. UBI # (state revenue): UBI: 035-000-971

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Funding Source Agreement #: **FEMA-4481-DR-WA**	12. Program Index # **704UC (Federal) / 702UE (State) / 704UD (Admin)**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.036, Public Assistance**	14. Federal EIN #: N/A

15. Total Federal Award Amount: N/A	16. Federal Award Date: N/A	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 8th & 16th (BY CONGRESSIONAL DISTRICT): 4th	18. Service Area by County(ies): **Benton County**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

20. Contract Classification: ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Research/Development ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Contractor Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR ☐ SUBRECIPIENT X OTHER

24. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19. To provide funds to the SUBRECIPIENT for the emergency protective measures taken in response to the COVID-19 pandemic outbreak as approved by FEMA in project worksheets describing eligible scopes of work and associated funding. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration # FEMA-4481-DR-WA COVID-19, and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet, Special Terms and Conditions (Attachment 1), General Terms and Conditions (Attachment 2), Project Worksheet Sample (Attachment 3), Washington State Public Assistance Applicant Manual dated March 22, 2020 (Attachment 4), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations**
2. **DHS Standard Terms and Conditions**
3. **Presidential Declaration, FEMA State Agreement, and other Documents**
4. **Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)**
5. **Special Terms and Conditions**
6. **General Terms and Conditions, and,**
7. **Other provisions of the contract incorporated by reference.**

WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Stacey McClain, Governor's Authorized Representative
Washington State Military Department

FOR THE SUBRECIPIENT:

_____
Signature Date
print or type name:_____

APPROVED AS TO FORM:

_____ 1-27-2021
SUBRECIPIENT's Attorney Date

Washington State Military Department
SPECIAL TERMS AND CONDITIONS

ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Adam Morasch	Name	**Gerard Urbas**
Title	Risk Manager	Title	**Deputy State Coordinating Officer Public Assistance**
E-Mail	Adam.Morasch@co.benton.wa.us	E-Mail	**gary.urbas@mil.wa.gov**
Phone	509-736-3082	Phone	**(253) 512-7402**

ARTICLE II - ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**. The DHS Standard Terms and Conditions are incorporated by reference in this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA-4481-DR-WA, the DEPARTMENT is reimbursing the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 20, 2020 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA and a Project Worksheet Sample is incorporated as **Attachment 3**. The DEPARTMENT is also providing Advance Payments to the SUBRECIPIENT where provided by FEMA and required and allowed by law. Any interest earned on advance payments (except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450)) shall be promptly, but at least quarterly, remitted to the DEPARTMENT to be paid to FEMA. The SUBRECIPIENT may keep interest amounts up to $100 per year for administrative expenses.

A. STATE AND FEDERAL REQUIREMENTS FOR PUBLIC ASSISTANCE GRANTS:

The following requirements apply to all DHS/FEMA Presidential Disasters administered by the DEPARTMENT.

1. FUNDING

The DEPARTMENT will administer the Public Assistance (PA) Grant Program, provide Advance payments, and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-4481-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations.

It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute not less than **75** percent of the eligible costs for any eligible project and 100 percent of the federal PA Management Costs, up to 5 percent of the total award amount for each Subrecipient, as provided for in subsection 3.E. of Article II of this Public Assistance Agreement. The SUBRECIPIENT commits to providing the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-4481-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the SUBRECIPIENT of the match in writing which will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.

Donated Resources: FEMA will credit the SUBRECIPIENT for the value of donated resources (non-cash contributions of property or services) related to eligible Emergency Work to offset the non-Federal cost share of its eligible Emergency Work project worksheets – categories A and B, and for the value of donated resources related to eligible work on a Permanent Work project to offset the non-Federal cost share of that specific Permanent Work project worksheet for which the resources were donated – categories C through G. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets or specific permanent work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the donated resource value will first be applied to the SUBRECIPIENT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. The value of the Donated Resources is calculated as described in FP 104-009-2 Public Assistance Program and Policy Guide (PAPPG) and the Public Assistance Donated Resources Recovery Policy, and is capped at the non-Federal share of approved eligible emergency work costs or capped at the non-Federal share of the specific approved eligible permanent work costs, as applicable. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs or of specific permanent work costs approved in Project Worksheets. Any excess credit for eligible emergency work costs can be credited only to other eligible emergency work costs, for the same SUBRECIPIENT in the same disaster. The value of excess donated resources cannot be credited toward or transferred to another eligible SUBRECIPIENT, or toward other State obligations. The DEPARTMENT does not match a FEMA donated resource credit.

The Project Worksheet, sample provided in Attachment 3, is required to be completed by FEMA or State Project Specialists.

2. GRANT AGREEMENT PERIOD

a. Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred during or subsequent to the incident period defined in the FEMA State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the SUBRECIPIENT in compliance with the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4**) procedures as follows:

a. Small Project Payments: Payments are made for all small projects to the SUBRECIPIENT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

b. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the SUBRECIPIENT upon submission by the SUBRECIPIENT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

c. Improved Projects: Payments on improved projects (capped project) will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.

d. Final Payment: Final Payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the STATEMENT OF DOCUMENTATION / FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.

e. The SUBRECIPIENT is eligible to receive federal PA Management Costs up to 5 percent of the total award amount for each Subrecipient at the time of its request. PA Management Costs includes any of the following when associated with the PA portion of a major disaster or emergency: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project. Documentation is required to substantiate the eligibility of management activities and associated costs in accordance with PA Management Costs Interim Policy – Standard Operating Procedures.

f. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the SUBRECIPIENT's account.

g. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-4481-DR-WA.

h. For state agencies, the DEPARTMENT will, through interagency reimbursement procedures, transfer payment to the SUBRECIPIENT. Payment will be transferred by journal voucher to Agency No. _____, Accounting Fund No. _____.

i. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

j. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive.

k. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT Key Personnel.

l. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the SUBRECIPIENT consistent with record retention requirements of this Agreement, and be made available upon request by the DEPARTMENT, and local, state, or federal auditors.

m. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

n. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward, and is invoiced by the vendor.

o. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The DEPARTMENT shall provide Advance Payments as provided by FEMA and as required and authorized by law.

4. CLOSEOUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the SUBRECIPIENT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If SUBRECIPIENT is claiming federal PA Management Costs: Indirect costs, direct administrative costs, and other administrative expenses associated with a specific project must be supported by documentation to substantiate the eligibility of management activities and associated costs that has been prepared and assembled in accordance with PA Management Costs Interim Policy – Standard Operating Procedures prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the SUBRECIPIENT for release of the remaining funds due to the subrecipient for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

5. DOCUMENTATION / REPORTING REQUIREMENTS

For all Advance Payment, the SUBRECIPIENT shall provide documentation and receipts for all costs related to the Advance Payment and provide such to the DEPARTMENT quarterly.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms and return to the DEPARTMENT; which is incorporated by reference and made a part of this Agreement.

Quarterly Reports: The SUBRECIPIENT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

6. TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion.

All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

7. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit A.11.

8. SUBRECIPIENT MONITORING:

a. The DEPARTMENT will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the DEPARTMENT's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the DEPARTMENT 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.

e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the DEPARTMENT may impose any additional subaward conditions as described in 2 CFR 200.207. If the DEPARTMENT determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
iv. Withhold further federal awards for the project or program.
v. Take any other remedies that may be legally available.

f. The DEPARTMENT agrees to:

i. Provide technical assistance during all monitoring or evaluation activities. The DEPARTMENT will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities.
ii. Develop the SUBRECIPIENT's project worksheet(s) (PW) and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible.
iii. Submit the SUBRECIPIENT's funding package to FEMA.
iv. Notify the SUBRECIPIENT when funding approval is received, issue payment per the process described above see Article II, A.4 – Payments, and provide the SUBRECIPIENT with a copy of the approved project worksheet.
v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process.
vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

9. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

B. FEMA STATE AGREEMENT TERMS AND CONDITIONS

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 (**Attachment 4)**.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Department of Homeland Security (DHS)/
Federal Emergency Management Agency (FEMA)
Grants

A.1 DEFINITIONS

As used throughout this Agreement, the following terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that DEPARTMENT. The DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

b. "**SUBRECIPIENT**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the DEPARTMENT. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes. "**Monitoring Activities**" means all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

c. "**Project**" means those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.

d. "**Investment Justification**" means grant application investment justification submitted by the SUBRECIPIENT describing the project for which federal funding is sought and provided under this Agreement. Such grant application investment justification is hereby incorporated into this Agreement by reference.

A.2 ADVANCE PAYMENTS

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement, except as required under 2 CFR 200.305 for federal grants. SUBRECIPIENT shall not invoice the DEPARTMENT in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

Pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C §5121-5207), Advance Payment process, FEMA will process a SUBRECIPIENT project worksheet which is provided to the state of Washington for direct disbursement to SUBRECIPIENT.
Pursuant to these provisions and RCW 43.88.160(5), these grant funds are not subject to the advance payments prohibition and will be disbursed immediately to SUBRECIPIENT as grants authorized by law with subsequent authentication and certification of expenditures.

A.3 AMENDMENTS AND MODIFICATIONS

The SUBRECIPIENT or the DEPARTMENT may request, in writing, an amendment or modification of this Agreement. Modifications may be requested for Grant Agreement end date, budget or scope change. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the DEPARTMENT and the SUBRECIPIENT. No other understandings or agreements, written or oral, shall be binding on the parties.

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

The SUBRECIPIENT 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 telecommunication.

A.5 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.6 ASSURANCES

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations. In addition, as a SUBRECIPIENT of FEMA funding, the SUBRECIPEINT shall comply with all applicable DHS terms and conditions as specified in Appendix F of the Washington State Public Assistance Applicant Manual dated March 22, 2020 incorporated in this Agreement as **Attachment 4**.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The SUBRECIPIENT shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/requiredgrantforms. Any such form completed by the SUBRECIPIENT for this Agreement shall be incorporated into this Agreement by reference.

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUBRECIPIENT may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/).

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of their knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, as supplemented by Department of Labor regulations (41 CFR chapter 60); Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); Energy Policy and Conservation Act (PL 94-163, 89 Stat. 871, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Title 44 of the Federal Regulations, 2 CFR Part 3002, Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

DEPARTMENT and SUBRECIPIENT agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

In the event of the SUBRECIPIENT's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The SUBRECIPIENT is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

A.10 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUBRECIPIENT or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUBRECIPIENT who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The SUBRECIPIENT shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

A.11 CONTRACTING & PROCUREMENT

a. The SUBRECIPIENT shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the SUBRECIPIENT under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The procurement process followed shall be in accordance with 2 CFR Parts 200 and 3002, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE. All subcontracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the DEPARTMENT, the SUBRECIPIENT, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the SUBRECIPIENT has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the DEPARTMENT encourages SUBRECIPIENTS to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water and power. Such preference must be consistent with the law, including cost and contracting requirements of 2 CFR Part 200.

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 2 CFR 200.326. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.13 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the SUBRECIPIENT and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The SUBRECIPIENT will pursue, and require sub-recipients to pursue, full payment of eligible insurance benefits for properties or any other losses covered in a project under this Agreement. The SUBRECIPIENT will repay the DEPARTMENT any funds provided under this grant agreement that are duplicated by other benefits, funds, or insurance proceeds. The SUBRECIPIENT will also seek recovery against any party or parties whose negligence or other intentional or tortious conduct may have caused or contributed to the expenditures for which these grants funds are provided. The SUBRECIPIENT will repay the DEPARTMENT any funds recovered by settlement, judgment or other court order in an action to recover funds provided by this grant. The SUBRECIPIENT shall notify the DEPARTMENT as early as possible and work in conjunction with the DEPARTMENT and FEMA to ensure appropriate apportionment of any duplicated or recovered payment.

A.15 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.16 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the SUBRECIPIENT, its successors or assigns, will protect, save and hold harmless the DEPARTMENT, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the SUBRECIPIENT, its sub-contractors, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the SUBRECIPIENT further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the DEPARTMENT; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the DEPARTMENT, and (2) the SUBRECIPIENT, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SUBRECIPIENT, or SUBRECIPIENT's agents or employees.

Insofar as the funding source, the DEPARTMENT of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the federal government, the following shall apply:

44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.17 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUBRECIPIENT Agent or Alternate for the SUBRECIPIENT Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the SUBRECIPIENT shall have authority to sign reimbursement requests, certification of project completion, time extension requests, amendment and modification requests, requests for changes to project status, and other requests, certifications and documents authorized by or required under this Agreement.

A.18 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate or suspend all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.19 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the SUBRECIPIENT.

A.20 NONDISCRIMINATION

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

A.21 NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and shall maintain a record of this compliance.

A.22 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The SUBRECIPIENT represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the SUBRECIPIENT's performance under this Agreement. To the extent allowed by law, the SUBRECIPIENT further agrees to indemnify and hold harmless the DEPARTMENT and its employees and agents from all liability,

damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the DEPARTMENT, as a result of the failure of the SUBRECIPIENT to so comply.

A.23 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The DEPARTMENT makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

The SUBRECIPIENT shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the DEPARTMENT and the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.24 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.25 PRIVACY

Personal information collected, used or acquired in connection with this agreement shall be used solely for the purposes of this agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.26 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided; however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.27 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the DEPARTMENT and FEMA to this project in any release or other publication developed or modified for, or referring to, the project.

Publication resulting from work performed under this Agreement shall include an acknowledgement of the DEPARTMENT and FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.28 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand. In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees.

A.29 RECORDS AND REPORTS

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

b. The SUBRECIPIENT's records related to this Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the SUBRECIPIENT with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

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

d. The SUBRECIPIENT shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) year must be followed.

A.30 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which funds are provided under this Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. In addition to its own duty to recover duplicated funds or funds expended due to the intentional or negligent actions of others. SUBRECIPIENT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement.

A.31 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing grant funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT. The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the SUBRECIPIENT, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the SUBRECIPIENT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The SUBRECIPIENT shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the SUBRECIPIENT in connection with the project. The SUBRECIPIENT shall not look to the DEPARTMENT, or to any state or federal agency, or to any of their employees or

agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.32 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.33 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities as subrecipients that expend **$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian Tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

SUBRECIPIENTs that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUBRECIPIENT has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The SUBRECIPIENT shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subrecipients or contractors also maintain auditable records.

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

Once the single audit has been completed and includes any audit findings, the SUBRECIPIENT must send a full copy of the audit to the DEPARTMENT and its corrective action plan no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to:

Contracts Office
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

If Contractor claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT's fiscal year(s) to the address listed above.

The DEPARTMENT retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The SUBRECIPIENT shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the SUBRECIPIENT's failure to comply with said audit requirements may result in one or more of the following actions in the DEPARTMENT's sole discretion:

a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.34 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The SUBRECIPIENT, and/or employees or agents performing under this Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUBRECIPIENT will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, nor will the SUBRECIPIENT make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUBRECIPIENT is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right and not by reason of this Agreement.

A.35 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the SUBRECIPIENT shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the SUBRECIPIENT or its staff required by statute or regulation that are applicable to Agreement performance.

A.36 TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this Agreement, the DEPARTMENT, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the SUBRECIPIENT. Upon notice of termination for convenience, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.37 TERMINATION OR SUSPENSION FOR CAUSE

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

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

The DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during

investigation of the alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by the DEPARTMENT to terminate the Agreement in whole or in part.

In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the SUBRECIPIENT: (1) was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

A.38 TERMINATION PROCEDURES

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

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

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUBRECIPIENT for termination. The DEPARTMENT may withhold from any amounts due the SUBRECIPIENT such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPATMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.39 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The SUBRECIPIENT shall comply with 2 CFR §200.321 and will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will take all necessary affirmative steps to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The following steps are required by the subrecipient if any contracts with contractors or sub-contractors are entered into under the original contract award:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The SUBRECIPIENT may also set utilization standards, based upon local conditions or may utilize the State of Washington MWBE goals, as identified in. WAC 326-30-041.

A.40 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The SUBRECIPIENT, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.41 WAIVERS

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

PROJECT WORKSHEET SAMPLE

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

O.M.B. No. 1660-0017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 90 minutes per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the accuracy of the burden estimate and or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. **NOTE: Do not send your completed form to this address.**

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
F ____ - R ____				

DAMAGED FACILITY	WORK COMPLETE AS OF: ____ : ____ %

SUBRECIPIENT	COUNTY

LOCATION	LATITUDE	LONGITUDE

DAMAGE DESCRIPTION AND DIMENSIONS

SCOPE OF WORK

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☐ No

Special Considerations issues included? ☐ Yes ☐ No Hazard Mitigation proposal included? ☐ Yes ☐ No

Is there insurance coverage on this facility? ☐ Yes ☐ No

PROJECT COST

I T	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
			/		
				TOTAL COST	

PREPARED BY	TITLE	SIGNATURE
SUBRECIPIENT REP.	TITLE	SIGNATURE

FEMA Form 90-91, FEB 06 **REPLACES ALL PREVIOUS EDITIONS.**

HOW TO COMPLETE THE SUPPLEMENTAL CONTRACTING DOCUMENTS

Event Information:

Disaster Number:	4481-DR-WA
Event Name:	COVID-19
Declaration Date:	March 22, 2020
Contract #:	D20-790
FIPS #:	

Step 1: Complete the following information to populate the forms.

1. Enter the date the forms will be submitted to EMD.

Date forms will be submitted:	February 9, 2021

2. Enter jurisdiction/organization/subgrantee name and address.

Applicant Name:	Benton County				
Doing Business As:					
County:	Benton County				
Street Address:	620 Market St				
Mailing Address:	620 Market St. Attn: Risk Manager Adam Morasch				
City:	Prosser	State:	WA	Zip:	99350

3. Enter tax identification number (TIN or EIN), state revenue # (UBI) and DUNS #. The TIN and DUNS are required.

Tax Identification Number:	91-6001296
State Business # (UBI):	035-000-971
DUNS #:	083738997

If you do not know your organization's DUNS #, please contact your comptroller, accountant, or finance department. They should be able to give it to you. Smaller jurisdictions (such as irrigation districts) may not already have one, but you can call Dun & Bradstreet at **1-866-705- 5711** and indicate that you are a Federal grant applicant. You can also call this number to see if you have a DUNS number. The number is assigned immediately. The following information is requested:

- Legal Name
- Headquarters name and address
- Doing business as (DBA) or other name by which organization is commonly known or recognized
- Physical Address, City, State and Zip Code
- Mailing Address(if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at physical location

Please note: The DUNS number has to match the name on the Federal grant application (Request for Public Assistance)

4. Do you have an account already established with the State of Washington?

Do you have an account already established with the State and have you received funds from the state within the past 2 years? ☑ Yes and the account information is current – skip sections 5 and 6, continue to section 7. ☐ Yes but I need to make changes to the account information – continue to section 5. ☐ No – skip section 5, continue to section 6.
State Vendor #: SWV0000322

5. What information needs to be changed?

☐ Name ☐ Address ☐ Contact Information ☐ Email ☐ Account Info ☐ Additional Info

6. Complete this section if you do not have an open account with the State of Washington or any changes need to be made. You may also need to complete this section if you have not received funds from the State for 2 years. If all information is current, skip this section.

Contact Person:	Linda Ivey
Phone:	509-222-3727
Fax:	
Email:	Linda.Ivey@co.benton.wa.us
Financial Institution:	
Phone:	
Routing Number:	
Account Number:	
Account Type:	*Checking* *Savings*
Authorized Representative:	Linda Ivey
Authorized Representative Title:	Finance Manager

7. Type of Applicant.

Enter the letter corresponding to the type of applicant:	B
A - State B – County C - City D – School District E – Special Purpose District (includes Diking Districts, Fire Districts, Water Districts, etc.)	F – Higher Educational Institution G – Indian Tribe H – Private NonProfit I – Other (Specify)
If I: Other, specify type of organization (this is rare)	Do not fill this in

8. Enter congressional district numbers and legislative district numbers located within in your jurisdiction. If you don't know them, check out ***http://app.leg.wa.gov/districtfinder/***

Congressional District Number(s):	4
Legislative District Number(s):	8, 16

9. Enter information regarding the primary contact. This is the person who will be our main day-to-day contact and will be signing most documents. This person must be named in the designation letter **or** resolution as the applicant agent. It is recommended that this person not be the authorizing authority such as the mayor or superintendent.

Name:	Adam Morasch
Title:	Risk Manager
Phone:	(509) 736-3082
Fax:	
Email:	adam.morasch@co.benton.wa.us

10. Enter information regarding the alternate agent. This person can also sign documents and must be named in the designation letter or resolution as the alternate.

Name:	Matt Rasmussen
Title:	Deputy Administrator
Phone:	(509) 786-5600
Fax:	
Email:	Matt.Rasmussen@co.benton.wa.us

11. If the highest elected official or head authorizing authority is to be the applicant agent or alternate, then a resolution format must be used to designate the applicant agent and alternate. This section can be skipped if the highest elected official or head authorizing authority is not to be the applicant agent or alternate. This section can also be skipped if the jurisdiction has its own resolution format. Examples of governing body are the County Board of Commissioners, City Council, and School Board.

Date of resolution:	Day:	9	Month:	February	Year: 21
Governing Body:	Benton County Commissioners				
Individual certifying that the resolution is true and correct copy (usually clerk)					
Name:	Jerome Delvin			Title:	Chairman of the Board
Date certifying resolution:					

12. Enter the name, title, and term of office for the highest elected official or highest authorizing authority. This needs to be the person signing the designation letter or the person(s) signing the resolution. At least one is required. This person cannot be the applicant agent or alternate in sections 9 and 10.

Name:	Jerome Delvin	Title:	Chairman of the Board
Name:	Shon Small	Title:	Chairman Pro-Tem
Name:	Will McKay	Title:	Member
Name:		Title:	
Name:		Title:	
Name:		Title:	

13. Enter the name and title of anyone authorized to sign contracts. Unless your jurisdiction has rules stipulating otherwise, the applicant agent and alternate should be listed again in this section.

Name:	Adam Morasch	Title:	Risk Manager
Name:	Matt Rasmussen	Title:	Deputy Administrator
Name:		Title:	

14. Enter name, email, and phone of *Chief Financial Officer*.

Name:	Linda Ivey
Email:	Linda.Ivey@co.benton.wa.us
Phone:	509-222-3727

15. The authorized Chief Financial Officer completes and signs page 15: FFATA / Audit Certification Form.

STEP 2: The forms are now populated with the information entered in Step 1. Review the forms for accuracy. Complete the information on page 15.

STEP 3: Print page 6 if applicant agent or alternate is not highest authority.

STEP 4: Print page 7 if applicant agent or alternate is highest authority (or use your own resolution format).

STEP 5: Print pages 8 – 15 and **TWO copies of the contract/grant agreement**. The grant agreement will be a separate attachment.

STEP 6: Either highest official signs page 6: **Designation Letter** (if not applicant agent or alternate) **or** governing body passes and signs **Resolution**. If resolution format is used, clerk of governing body signs a copy of the **Resolution**.

STEP 7: Highest official and/or governing body signs in block 1 of page 9: **Signature Authorization Form**

STEP 8: Applicant agent signs/reviews block 2 of page 9: **Signature Authorization Form**, page 8: **Disaster Assistance Application**, page 10: **Debarment form**, page 11: **W-9**, and page 15: **FFATA / Audit Certification Form.**

STEP 9: Alternate applicant agent signs block 2 of page 9: **Signature Authorization form**, and page 8: **Disaster Assistance Application**

STEP 10: Someone who signed in block 2 of **Signature Authorization form** signs two copies of contract/grant agreement.

STEP 11: If account has not already been established with State and no changes need to be made, someone authorized to access account signs Pages 12 and 13: **Direct Deposit**

STEP 12: The authorized *Chief Financial Officer* completes and signs page 15: **FFATA / Audit Certification Form.**

STEP 13: After ***all signatures are obtained on all forms***, mail the following to:

Mr. Gerard Urbas
Washington Military Department
Emergency Management Division
Public Assistance Program
MS: TA-20, Building 20-B
Camp Murray, WA 98430-5122

- ☑ ☑ 2 originals of contract/grant agreement
- ☑ 1 original of designation letter or 1 certified copy of resolution
- ☑ 1 original signature authorization form
- ☑ 1 original disaster assistance application
- ☑ 1 original debarment form
- ☑ 1 W-9
- ☑ 1 direct deposit form
- ☑ 1 FFATA / Audit Certification form

Keep pages 1 through 5 and copies of pages 6 (or 7) and 8 through 15 for your file.

STEP 14: After the contract/grant agreement is executed by WA Military Department, one original contract agreement and a copy of the disaster assistance application will be mailed to the applicant agent. These should be kept for your file.

If you have questions, please contact your Program Delivery Manager or Program Assistant.

February 9, 2021

Mr. Gerard Urbas
Washington Military Department
Public Assistance Program
MS: TA-20 Building 20-B
Camp Murray, WA 98430-5122

Re: Designated Applicant Agent

Dear Mr. Urbas:

The purpose of this letter is to designate the Applicant Agent and Alternate authorized representatives for

Disaster: 4481-DR-WA COVID-19
Applicant: Benton County
Applicant Agent: Adam Morasch
Alternate Applicant: Matt Rasmussen

The purpose of this designation as the authorized representatives is to obtain federal and/or State Emergency or Major Disaster Assistance funds.

These representatives are authorized to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Sincerely,

Jerome Delvin
Chairman of the Board

Designation of Applicant's Agent
Resolution

Be it resolved by Benton County Commissioners (Governing Body) of Benton County (Public Agency)

Adam Morasch (Name of New Agent), Risk Manager (Title) is hereby designated the authorized representative and Matt Rasmussen (Name of Alternate), Deputy Administrator (Title) is designated the alternate for and in behalf of Benton County (Public Agency Name), a public agency established under the laws of the state of Washington.

The purpose of this designation as the authorized representative is to obtain federal and/or state emergency or disaster assistance funds. These representatives are authorized on behalf of the Benton County Commissioners to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

Passed and approved this 9 day of February, 2021.

_____ (Signature)	Chairman of the Board (Title)	_____ (Signature)	Chairman Pro-Tem (Title)
_____ (Signature)	Member (Title)	_____ (Signature)	_____ (Title)
_____ (Signature)	_____ (Title)	_____ (Signature)	_____ (Title)

Certification

I, Jerome Delvin (Name), duly appointed and Chairman of the Board (Title) of Benton County (Public Agency), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Benton County Commissioners (Governing Body) of Benton County (Public Agency) on the 9 day of February, 2021.

Date: _____

Chairman of the Board _____

(Official Position) (Signature)

12/10/09

DISASTER ASSISTANCE APPLICATION — DEM - 131

Application Identifier: State Number: D20-790

Federal Disaster Number: 4481-DR-WA

Federal Catalog Number: 97.036 **Title: Public Assistance Grants**

Declaration Date: March 22, 2020

Applicant's FEMA Project Application Number:

Legal Applicant Recipient:

Applicant's Name: Benton County

Street Address: 620 Market St

Mailing Address: 620 Market St. Attn: Risk Manager Adam M County: Benton County

City: Prosser State: WA Zip Code: 99350

Applicant Agent:

Name: Adam Morasch

Title: Risk Manager

Signature:

Contact Information:

Phone: (509) 736-3082

Fax:

E-mail: adam.morasch@co.benton.wa.us

Date: February 9, 2021

Alternate Applicant Agent:

Name: Matt Rasmussen

Title: Deputy Administrator

Signature:

Phone: (509) 786-5600

Fax:

E-mail: Matt.Rasmussen@co.benton.wa.us

Date: February 9, 2021

Type of Applicant:

A - State
B - County
C - City
D - School District
E - Special Purpose District
F - Higher Educational Institution
G - Indian Tribe
H - Private NonProfit
I - Other (Specify) Do not fill this in

Enter Appropriate Letter B

Congressional District Number: 4

State Legislative District Number: 8, 16

Governor's Authorized Representative:

Signature Date:

NOTE: Shaded blocks for WA EMD use.

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
Benton County	February 9, 2021
PROJECT DESCRIPTION	**CONTRACT NUMBER**
Public Assistance Program, Disaster 4481-DR-WA	D20-790

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Jerome Delvin	Chairman of the Board
	Shon Small	Chairman Pro-Tem
	Will McKay	Member

2. OTHER INDIVIDUALS AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Adam Morasch	Risk Manager
	Matt Rasmussen	Deputy Administrator

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Benton County

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC X C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
620 Market St

Requester's name and address (optional)

6 City, state, and ZIP code
Prosser WA 99350

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
91-6001296

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶ February 9, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Washington Military Department Contract Number: D20-790

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Benton County		Doing business as (DBA)	
ADDRESS 620 Market St Prosser WA 99350	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 035-000-971	Federal Employer Tax Identification #: 91-6001296
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: February 9, 2021

Print Name and Title: Adam Morasch

Risk Manager

PLEASE DO NOT STAPLE

PRINT FORM

Office of Financial Management

Better information. Better decisions. Better government. Better Washington.

Statewide Payee Registration
Washington State

PLEASE READ BEFORE PROCEEDING

- The legal name on both forms must match each other and the legal name on file with the IRS.
- Please use **dark blue or black ink** when signing, or if filling out the forms by hand.
- Please fill out this form (**both pages**) in its entirety, even if some information has not changed.
- A 9-digit US taxpayer identification number (either SSN or EIN) is required on **both** forms.

If you know your Statewide Vendor Number, enter it here: SWV0000322

STEP 1: Enter information about the payee and contact person

Benton County
Legal Name of Payee as it appears on federal tax forms (see W-9)

SSN OR 91-6001296 EIN

Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name

Linda Ivey
Contact Person

620 Market St. Attn: Risk Manager Adam Morasch
Mailing Address

509-222-3727
Contact Telephone Number

Prosser WA 99350
City, State and Zip Code

Contact Fax Number

Linda.Ivey@co.benton.wa.us
Email to receive Statewide Vendor Number and payment notifications

STATE USE ONLY Agy#/Owner-Int./System/Identifier

Government
Type of Business (If Non Profit or Tax Exempt, please submit your determination letter)

STEP 2: Select Payment Option:

☑ Direct Deposit to bank (recommended) or ☐ Check in US mail (terminates any previous banking information on file)

STEP 2a: For Direct Deposit, complete all fields below and sign

In addition to providing your banking information on this form, you may also attach a voided check.

Financial Institution Name – must be a US institution

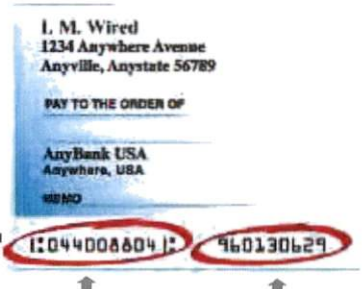
Financial Institution Phone Number

This account is: ☐ Checking ☐ Savings

Routing Number – see example at right

Account Number – see example at right

Will default to Checking if no option is checked



routing number (nine digits)

account number (can vary in length)

Account Type: ☐ PPD (Personal) ☐ CCD (Corporate/Business)

Will default to CCD if no option is checked

Authorization for Direct Deposit:

I hereby authorize and request the Office of Financial Management (OFM) and the Office of the State Treasurer (OST) to initiate credit entries for payee payments to the account indicated above, and the financial institution named above is authorized to credit such account. I agree to abide by the National Automated Clearing House Association (NACHA) rules with regard to these entries. Pursuant to the NACHA rules, OFM and OST may initiate a reversing entry to recall a duplicate or erroneous entry that they previously initiated. I understand that, if a reversal action is required, OFM will notify this office of the error and the reason for the reversal. This authority will continue until such time OFM and OST have had a reasonable opportunity to act upon written request to terminate or change the direct deposit service initiated herein.

Linda Ivey
Authorized Representative (Please Print)
(Not to be signed by your financial institution)

Finance Manager
Title

SIGNATURE of Authorized Representative
(No stamped or electronic signatures please)

February 9, 2021
Date

Forms will not be accepted if they have whiteout, have been crossed off or have been written over.

STEP 3: Complete and sign the Request for Taxpayer Identification Number (W-9)

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

1. Legal Name (as shown on your income tax return)
Benton County

2. Business Name, if different from Legal Name above – e.g. Doing Business As (DBA) Name

3. Check ONLY ONE box below (see W-9 instructions for additional information)

☐ Individual/Sole Proprietor (Including LLC-Sole Proprietor)	☐ Corporation (Including LLC-Corporation, S-Corp and LLC S-Corp)	☐ Non Profit Organization	☑ Local Government
☐ Volunteer	☐ Partnership (Including LLC-Partnership)	☐ Tax Exempt Organization	☐ State Government
☐ Board/Committee Member		☐ Trust/Estate	☐ Federal Government (Including Tribal)

4. For Corporation or Partnership ONLY, check one box below if applicable:
☐ Medical ☐ Attorney/Legal

5. Legal Address (number, street, and apt. or suite no.)
620 Market St. Attn: Risk Manager Adam Morasch

For office use
The Legal Name, Address and TIN must be filled in completely and the document signed for the forms to be accepted.

6. City, State, and ZIP code
Prosser WA 99350

7. Taxpayer Identification Number (TIN)

Enter your EIN OR SSN in the appropriate box to the right (do NOT enter both)

For individuals, this is your social security number (SSN).

For other entities, it is your employer identification number (EIN).

NOTE: The EIN or SSN must match the Legal Name as reported to the IRS to avoid backup withholding. For a resident alien, sole proprietor, or disregarded entity, or to find out how to get a Taxpayer Identification Number, see the W9 Instructions.
NOTE: If the account is in more than one name, see the W9 Instructions for guidelines on whose number to enter.

Social Security Number

OR

Employer Identification Number
91-6001296

8. Certification

Under penalty of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

SIGNATURE of U.S. PERSON

Date February 9, 2021

No Stamped or Electronic Signatures will be accepted

STEP 4: Submit

Please allow up to 7 business days for processing of this paperwork from the day we receive it.

If adding or changing direct deposit information, up to 10 additional business days may be needed for your financial institution to verify your information.

For fastest service, PRINT, SIGN, FAX to: 360-664-3363

or mail to: Statewide Payee Registration, PO Box 41450, Olympia WA 98504-1450

If you have questions regarding these forms, please contact the agency you are working with.

WASHINGTON MILITARY DEPARTMENT

Audit Certification and FFATA Reporting Form

CONTACT INFORMATION			
Subrecipient Name (Agency, Local Government, or Organization): Benton County			
Subrecipient Data Universal Numbering System (DUNS) / Unique Entity Identifier (UEI) Number: 083738997			
Authorized Financial Representative (Name and Title): Linda Ivey			
Address: 620 Market St	Prosser	WA	99350
Email: Linda.Ivey@co.benton.wa.us	Phone Number: 509-222-3727		

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity ***is not*** subject to these requirements, you must complete Section A of this Form. If your entity ***is*** subject to these requirements, you must complete Section B of this form. All subrecipients must complete the Federal Funding Accountability and Transparency Act (FFATA) related questions in Section C of this Form. Failure to return this completed Form to contracts.office@mil.wa.gov may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F (check all that apply)
☐ We did not expend $750,000 or more of total federal awards during the preceding fiscal year.
☐ We are a for-profit organization.
☐ We are exempt for other reasons (describe):
However, by signing below, I agree that we are still subject to the audit requirements, laws, and regulations governing the program(s) in which we participate; that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees; and that WMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F (Complete the information below and check the appropriate box)
☑ We completed our last 2 CFR Part 200 Subpart F Audit on [11/05/2020] for fiscal year [2019]. There were no findings related to federal awards or internal controls.
☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] for fiscal year [enter date] and there were findings related to federal awards and/or internal controls.
☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] for fiscal year [enter date].
Provide a complete copy of the audit report electronically to contracts.office@mil.wa.gov or provide the state audit number [1027196].

SECTION C: Federal Funding Accountability and Transparency Act (check the corresponding answer)
In your preceding fiscal year, did your organization receive 80% or more of its gross revenues from federal funding? ☐ Yes ☑ No
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding? ☐ Yes ☑ No
If you answered *yes* to the previous questions, WMD Contracts staff will request additional information to comply with FFATA reporting.

I hereby certify that I am an individual authorized by the above identified entity (subrecipient) to complete this form. Further, I certify that the above information is true and correct, and all material findings contained in the audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from the Department until the grant agreement is closed.

Signature of Authorized Financial Representative: Date: 2/9/2020

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	02/09/2021
Subject:	Agreement with Master's Touch, LLC
Presenter:	
Prepared By:	Sandra Garcia
Reviewed By:	Kirsten Yniguez

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 Benton County Treasurer would like to enter into contract with The Master's Touch, LLC for the printing and mailing of property tax statements for the 2021 tax year, with an option for renewal for 2022 and 2023 tax years. The Benton County Treasure has determined that is the most beneficial and cost effective for the County to enter into contract with The Master's Touch, LLC. The Master's Touch is a full-service firm that provides all of the tax statement services that the County Treasurer requires.

Fiscal Impact

The cost will not exceed $20,000.00 (including W.S.S.T) per year and will be paid out of the department 124's current expense budget.

Recommendation

Approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF AGREEMENT WITH THE MASTER'S TOUCH LLC FOR THE FORMATTING, PRINTING, MAILING OR ELECTRONIC PRESENTMENT OF THE BENTON COUNTY PROPERTY TAX STATEMENTS.

WHEREAS, RCW 84.56 requires the Benton County Treasurer to send notice of property taxes to taxpayers; and

WHEREAS, the Benton County Treasurer has determined that it is most beneficial and cost effective for the County to use services provided by The Master's Touch LLC for the formatting, printing, mailing or electronic presentment of the Benton County property tax statements; and

WHEREAS, the duration of this contract shall be for one (1) year (2021), ending on November 30, 2021, with an option for two (2) additional one-year renewals in years 2022 and 2023 with written consent by the County; and

WHEREAS, the attached service contract has been reviewed and approved as to form by a Deputy Prosecuting Attorney; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby concurs with the Treasurer's recommendation and authorizes the Chairman of the Board to sign the attached service agreement ("Exhibit A") with The Master's Touch LLC; and

BE IT FURTHER RESOLVED, the total contracted amount shall not exceed $20,000.00 per year including Washington State Sales Tax to be paid, plus whatever amount is reimbursable to The Master's Touch for postage costs; and

BE IT FURTHER RESOLVED, the term of this Agreement shall include the 2021 tax year, ending on November 30, 2021 with an option for two (2) additional one-year renewals in the years 2022 and 2023 with written consent by the County.

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

Orig: Treasurer **Prepared by: S. Garcia**
cc: Auditor, The Master's Touch LLC, Prosecuting Attorney

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 **The Master's Touch LLC**, a corporation organized under the laws of the State of Washington with its principal offices at **1405 North Ash Street, Spokane WA 99201**(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"

2. DURATION OF CONTRACT

The term of this Contract shall begin **immediately upon execution by the COUNTY** and shall expire on **November 30, 2021. This agreement may be renewed for two (2) additional one year terms by the written consent of the COUNTY.** 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 formatting, printing, mailing, or electronic presentment of the Benton County Property Tax Statements. 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:	Jim Cote
Address:	1405 N. Ash Street Spokane, WA 99201
Phone:	1-800-301-1347
Email:	masters@themasterstouch.com

b. For COUNTY:

Name:	Kenneth Spencer
Address:	Po Box 630 Prosser, WA 99350
Phone:	509-735-8505
Email:	Ken.Spencer@co.benton.wa.us

5. COMPENSATION

a. A detailed description of the compensation to be paid by the COUNTY is set forth in "Exhibit A", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **$20,000 per year including W.S.S.T., plus whatever amount is reimbursable to CONTRACTOR for postage costs.**

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

Contract.

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

d. **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.

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 Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the

effective date, no charges incurred under this Contract shall be allowed.

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S

own activities in providing the agreed services in accordance with the specifications set out in this Contract.

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated: _____

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: 1/30/2021

FOR: THE MASTER'S TOUCH LLC

_____
Signature

President
_____
Title:

Jim Cote'
_____
Print Name

"Exhibit A" for 2021 Tax Mailing

	QTY	RATE*	TOTAL PRICE
Regu1ar Tax *Statements*			
Mailing Services	48,000	0.088	$4,224.00
8 ½ x 14" Statement	48,000	0.032	$1,536.00
#10 Envelope	48,000	0.032	$1,536.00
#9 Envelope	96,000	0.030	$2,880.00
Mortgage Courtesy *Statements*			
Mailing Services	32,000	0.088	$2,816.00
8 1/2 x 14" Statement	32,000	0.320	$1,024.00
#10 Envelope	32,000	0.320	$1,024.00
ACH *Statements*			
Mailing Services	2,000	0.160	$319.00
8 ½ x 11" Statement	2,000	0.032	$64.00
#10 Envelope	2,000	0.032	$64.00
De1inquent *Tax Statements*			
Mailing Services	4,000	0.211	$844.00
8 ½ x 14" Statement	4,000	0.032	$128.00
#10 Envelope	4,000	0.032	$128.00
#9 Envelope	8,000	0.030	
E-Bi11ing Service			$240.00
Mailing Services	1,500	0.120	$180.00
eNotices one-time set up		N/A	$0.00
eNotices annua1 up1oad fee		250.00	$250.00
10x15 Enve1opes	100	0.500	
Insert-s ½ x 11" 2 sides, 2 colors	82,000	0.036	
eNotice Insert-113 sheet pre-made and printed in bulk		0.015	
Total Mailing Services & Supplies (annual)			**$17307.00 + Tax**

1. The duration of this contract shall be for one (1) year (2021), ending on November 30, 2021, with an option for two (2) additional one year renewals in years 2022 and 2023 with the written consent by the County.
2. The quantities listed above are for a one year period and are estimates only. Actual quantities may differ from above stated quantities. Rates* for these items will remain constant and invoiced amounts will be based off of the actual quantities provided to The Master's Touch by the County.
3. The Master's Touch will CASS certify the Benton County Treasurer's name and address file using the USPS NCOA services for the cost listed above. The cost for NCOA (National Change of Address) and CASS certification is included in the rates provided above.
4. The County reserves the right to produce Mortgage, ACH, & Delinquent Tax Statement mailings internally if desired. The Master's Touch will, no t charge mailing service charges if this occurs.
5. The County reserves the right to produce electronic statements internally or through the vendor of the County's choosing without utilizing eNotice services provided by The Master's Touch. The Master's Touch will not charge the County a one-time setup fee or an annual upload fee if the County declines the eNotice service.
6. If the County chooses to utilize the eNotice option through The Master's Touch, The Master's Touch agrees to provide the County with, at a minimum, a quarterly file that contains a comprehensive list of the Benton County Taxpayers participating in

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	February 9th, 2021
Subject:	City of West Richland; Franchise Renewal
Presenter:	Cristina Woods, Public Works
Prepared By:	Cristina Woods, Public Works
Reviewed By:	Douglas D'Hondt, County Engineer

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

Benton County has received an application to renew a Franchise Order and Agreement for water and sewer system lines and associated facilities from the City of West Richland.

Fiscal Impact

None

Recommendation

Benton County Public Works recommends the Commissioners approve the Franchise Order and Agreement with the City of West Richland, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Move to approve Franchise Order and Agreement with the City of West Richland, subject to the 6 items listed in the report to the Commissioners.

Public Works Department

PO Box 1001
Prosser, WA 99350
PHONE (509) 786-5611
www.co.benton.wa.us

February 9th, 2021

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: City of West Richland

Commissioners:

The City of West Richland has filed a petition for a nonexclusive franchise to water and sewer system lines and associated facilities within Benton County road right of way.

This office has reviewed the request and based upon our current franchise requirements recommends approval of the request subject to the following conditions:

1. The term of the franchise be for a ten (10) year period.

2. The Grantee shall 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.

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 reconstruction, maintenance, or any other reason, said work shall be at the Grantee's expense.

5. The franchise is nonexclusive.

6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Douglas D'Hondt, P.E., L.E.G
County Engineer

BEFORE THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLICATION OF
CITY OF WEST RICHLAND FOR A
(Please print name of company exactly as it will appear in franchise)
NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE USE REPAIR, AND IF NECESSARY REPLACE A
WATER AND SEWER SYSTEM LINES AND ASSOCIATED FACILITIES WITHIN THE COUNTY OF
(Please print exact wording as it will appear in franchise)
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.

(County use:)

No. _____
APPLICATION FOR FRANCHISE PURSUANT TO RCW 36.55.040.

TO THE HONORABLE BOARD OF COUNTY COMMISSIONERS,
BENTON COUNTY, WASHINGTON:

CITY OF WEST RICHLAND, duly authorized to transact business in the State of Washington (Grantee), hereby applies for the authority and a nonexclusive franchise, to be granted to said Grantee to locate, construction, maintain, operate, use, repair, and, if necessary, remove facilities upon, over, under, along and across any and all Benton County roads, highways, streets, alleys and bridges of which all or portions thereof are physically located in the Sections, Townships, and Ranges within the County of Benton, State of Washington, as set forth in the schedule marked "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, any portions thereof which are within the corporate limits of any incorporated city or town, but including all portions which are within any unincorporated town or community.

Grantee requests that the Board of County Commissioners fix a time and place for hearing this application, and cause the County Engineer of Benton County to give public notice of said hearing at the expense of said applicant, by posting notices of said hearings in three (3) public places in the county seat of said Benton County, at least fifteen days before the day fixed for said hearing, and also cause to be published a like notice, at the expense of said applicant, two (2) times in the official newspaper of the Benton County, the last publication of such notice to be not less than five (5) days before the day fixed for said hearing; which notice shall state the name of the applicant, shall describe the Benton County roads, highways, streets, alleys, bridges or portions thereof within said Benton County to be included in the franchise for which this application is made by reference to the Sections, Townships, and Ranges in which they are physically located, and shall show the time and place fixed for said hearing.

The Franchise Application fee in the amount of $500.00, in the form of CHECK (cash or check), accompanies this application and is non-refundable. Upon approval, the franchise term will be for a period of ten (10) years.

Dated this 6TH day of JANUARY, 2021.

Respectfully submitted by:

ROSCOE C. SLADE III
Name of Authorized Agent PLEASE PRINT

(509) 967-5434
Phone Number of Applicant

Signature of Authorized Agent

N/A
FAX Number of Applicant

3100 BELMONT BLVD
Address of Applicant

2nd Name of Authorized Agent PLEASE PRINT (if required)

WEST RICHLAND WA 99353
City State Zip

2nd Signature of Authorized Agent (if required)

ROSCOE@WESTRICHLAND.ORG
E-mail address

EXHIBIT A

All unincorporated areas of Benton County