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, please click the highlighted area"

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, March 16, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **March 9, 2021**

Review Agenda
Consent Agenda

Information Technology
a. iVe Toolkit Vehicle Forensic Software License From Berla Corp for Sheriff's Office
b. Renewing 24 Month Premier Support Services Description Agreement w/Microsoft

Office of Public Defense
c. District Court Amended Temporary Public Defense Contract w/Brittney Myles

Purchasing Dept.
d. Revised Procurement, Leasing & Contracting Policy; Rescinding Resolution 2020-991
e. Purchase of One Serving Table for the Jail From Smith & Greene
f. Sixth Amended Contract w/Keefe Commissary Network for Commissary Services for Corrections Dept.

g. Agreement for Use of Subscription Material for the Jail From Lexipol; Amending Resolution 2020-239
h. Contract w/Day Management Corp for Support to Communication & Public Safety Systems
i. Award of Purchase of 45 Trijicon Red Dot Sights From Galls, LLC for the Sheriff's Office
j. Accepting Work Performed by Cliff Thorn Construction for the Annex Restroom Renovation Project
k. Contract w/Central Washington Asphalt for Bituminous Surface Treatment & Edge Repair

WSU Extension

l. Letter to WSU Regarding County Funding

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

Public Hearing

Close Out of Washington State Department of Commerce COVID Grant Funds ~ K Sullivan

Amendment to 6 Year Road Program ~ D D'Hondt

Ordinance Amendments to Benton County Codes 3.04, 3.08, 3.12, 3.16 & 3.24 ~ G Wendt, B O'Brien & R Worthington

Amended Building Permit Fee Schedule ~ G Wendt, B O'Brien & R Worthington

Scheduled Business

Amendment No. 1 to Benton County Budget Policies & Procedures ~ L Ivey

Position Requests/Changes

- Building Inspector I Position Request ~ G Wendt & L Wingfield
- Executive Assistant ~ T Deaton, Judge Burrowes & L Wingfield

Memorandum of Understanding w/Benton Fire District No. 6 for Purchase of 1997 Jetboat & Trailer ~ Comndr. Law

Boat Safety Program Federal Financial Assistant Grant ~ Lt. Clarke

2020 Communications & Social Media Report ~ S Palmus

Water Issues Briefing ~ A Fyall & D Olsen

National Disability Awareness Month Proclamation ~ Commissioner Delvin

Scout Clean Energy's Application to EFSEC for the Horse Heaven Wind Farm ~ R Brown & G Wendt

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 9, 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)
Deputy County Administrator Matt Rasmussen
Clerk of the Board Cami McKenzie

Absent: County Administrator Jerrod MacPherson (Excused)

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Clerk Josie Delvin; DPA Stephen Hallstrom; Lexi Wingfield, HR Manager; Adam Fyall, Sustainable Development Manager; Michael McGhan, Public Works; Chief Scott Souza; Treasurer Ken Spencer.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 2, 2021 were approved.

Review Agenda

The following changes were made to the agenda:

- Add an executive session to discuss the County's position/strategy on a union grievance.

Consent Agenda

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

Auditor

a. Election Canvassing Board Appointment

Commissioners

b. Appointment of Ivone Guillen to the Mid-Columbia Libraries Board of Trustees

Human Services

c. Ratifying Grant Agreement w/Domestic Violence Services Expanding Shelter Beds

Office of Public Defense

d. District Court Public Defense Services Contract w/John Gleason

Public Safety Tax

e. Purchase of Thermal Equipment to Talos Tactical for Sheriff's Office

Purchasing Dept.

f. Purchase of Vehicle Tires & Services for ER&R Equipment & Vehicles from Pasco Tire Factory
g. Purchase of 72 Glock Pistols & 72 Trijicom Sights from Gunarama Wholesale, Inc. for the Sheriff's Office

Public Comment

None.

Clerk's Office – Transfer of Funds – Public Safety Tax Funds - Training

Clerk Josie Delvin presented a Line Item Transfer for authority to hire and train an employee and take advantage of the expertise of the current employee that was retiring. This would only be used for the training period until the employee retired.

MOTION: Commissioner Small moved to approve the Line Item Transfer as presented. Commissioner McKay seconded and upon vote, the motion carried unanimously.

Public Works – Purchase Vehicles from Columbia Ford for Corrections

Michael McGhan and Chief Souza presented a request to purchase vehicles for the Corrections Department as follows:

- Corrections Department operates five vehicles that need replacement and are not in the ER&R replacement program. The request is to purchase one transport van to replace the current transport van and two Ford Escapes to replace four older day use vehicles that are getting high milage. This would save approximately $70,000 over the biennium.

MOTION: Commissioner Small moved to approve the purchase of three vehicles for use by the Corrections Department from Columbia Ford as presented. Commissioner McKay seconded and upon vote, the motion carried.

TRIDEC – 2021 Agreement

Adam Fyall presented the 2021 Agreement with TRIDEC, Benton County's designated associate development organization.

MOTION: Commissioner Small move to approve the standard service agreement with TRIDEC and authorize the Chairman to sign. Commissioner McKay seconded and upon vote, the motion carried.

Refinancing – Health District 2018 Limited Tax General Obligation Bonds

Treasurer Ken Spencer and Jim Nelson, DA Davidson (via/WebEx) discussed the proposal for refinancing the health district building again and gave a Powerpoint presentation as follows:

- Overview
- Interest Rate Chart
- Estimated Savings with Prepay Penalty
- Bond Rating Grades
- Financial Management Policy
- Estimated savings with prepayment penalties - $351,491.50
- Everything supported moving forward – subject to market conditions

The Board discussed a potential bond rating upgrade and Mr. Nelson said he would be happy to review the county's financial management policy and make suggestions; they would prepare an approximate 30-page rating presentation. This could potentially be a way to upgrade the county's bond rating.

Mr. Rasmussen said he would talk to Mr. Nelson and explore that possibility.

MOTION: Commissioner Small moved to approve going forward with bond refunding due to favorable interest rates and savings. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Blake Decision

Chairman Delvin said he would like to have a discussion at some point about the impacts of the "Blake Decision" and how it will affect the County.

Wind Farm Meeting

Commissioner McKay said he was looking forward to the wind farm town hall meeting and wanted to point out to citizens that the Commissioners would not be making any decisions but wanted to forward a recommendation to EFSEC committee. However, he said the Governor would still have the final say on the decision. Additionally, he said that he received a spam phone call regarding this issue and was given the opportunity to be transferred to the County Commissioners to voice his opinion.

Commissioner Small asked if anyone knew what kind of jobs or income the wind farm would create or the cost of construction. Mr. Rasmussen said the report stated it would create 17 full

time jobs after construction, $20 million in tax revenue over the life of the project (most of which would go to the State and School Districts), and an estimated $1.7 billion in construction costs.

COVID-19

Commissioner McKay again expressed his frustration about not receiving a response from the Governor's office to his requests for an answer regarding the maximum capacity standards set for school sporting events.

Executive Session – Labor Negotiations/Grievance Strategies

The Chairman and Deputy County Administrator announced at 9:36 a.m. the Board would go into executive session for up to 30 minutes to discuss the following three (3) executive sessions: planning or adopting a strategy or position to be taken during a grievance proceeding (2) and the County's position in labor negotiations.

The Board briefly recessed to reconvene in the Executive Conference Room.

Present were Chairman Delvin, Commissioner McKay, Commissioner Small, Stephen Hallstrom, Lexi Wingfield, Matt Rasmussen, 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 10:06 a.m. The Chairman announced that no decisions were made in executive session, but direction was given.

Resolutions

2021-221:	Appointment of Ivone Guillen to the Mid-Columbia Libraries Board of Trustees
2021-222:	Ratifying Grant Agreement w/Domestic Violence Services Expanding Shelter Beds
2021-223:	District Court Public Defense Services Contract w/John Gleason
2021-224:	Purchase of Thermal Equipment to Talos Tactical for Sheriff's Office
2021-225:	Purchase of Vehicle Tires & Services for ER&R Equipment & Vehicles from Pasco Tire Factory
2021-226:	Purchase of 72 Glock Pistols & 72 Trijicom Sights from Gunarama Wholesale, Inc. for the Sheriff's Office
2021-227:	Transfer of Funds Within Public Safety Tax Fund, Dept. 106
2021-228:	Purchase of Vehicles from Columbia Ford – Corrections Dept.
2021-229:	2021Agreement with TRIDEC for Economic Development Services

There being no further business before the Board, the meeting adjourned at approximately 10:06 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Approving the purchase of a twelve-month iVe Toolkit Vehicle Forensic Software license from Berla Corporation 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 vehicle forensic software. Berla Corporation is a leader in vehicle system forensic software and is the sole reseller of iVe Toolkit. The Sheriff obtained a letter from Berla Corporation notifying the County Berla Corporation is the sole source provider of iVe Toolkit, vehicle forensic software as this technology is unique and proprietary.

Fiscal Impact

Amount: **$12,685.00 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 iVe Toolkit vehicle forensic software license for the Sheriff's Department in an amount not to exceed $12,685.00 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 IVE TOOLKIT VEHICLE FORENSIC SOFTWARE LICENSE FROM BERLA CORPORATION

WHEREAS, the Sheriff presented and was approved by the Board to purchase iVe Toolkit vehicle forensic software during 2021-2022 budget; and

WHEREAS, Berla Corporation is a leader in vehicle forensic software and is the sole reseller of iVe Toolkit vehicle forensic software; and

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

WHEREAS, the Sheriff obtained a letter from Berla Corporation notifying Benton County that Berla Corporation is the sole source reseller of iVe Toolkit vehicle forensic software as Berla Corporation is the creator and sole provider of iVe Toolkit; and

WHEREAS, Information Technology has reviewed Berla Corporation's sole source letter and recommends the purchase of iVe Toolkit from Berla Corporation; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurements, Leasing, and Contracting Policy; 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 iVe Toolkit vehicle forensic software license from Berla Corporation in the annual amount not to exceed $12,685.00 excluding Washington State Sales Tax to be paid for with Sheriff approved Public Safety Tax Funds; and

BE IT FURTHER RESOLVED, iVe Toolkit twelve-month licensing shall auto-renew every twelve-months starting March 16, 2021 ending March 31, 2023.

Dated this 16 day of March , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor. Sheriff

Prepared by: R Heard

Company Address	445 Defense Highway, Suite M Annapolis, Maryland 21401 United States	Created Date	11/6/2020
		Expiration Date	3/31/2021
		Quote Name	20-S01-1013
Prepared By	Samantha Wood	Contact Name	Todd Carlson
Email	sales@berla.co	Email	todd.carlson@co.benton.wa.us
Phone	(443) 333-9301	Phone	509-735-6555
Bill To Name	Benton County (WA) Sheriff's Office	Ship To Name	Benton County (WA) Sheriff's Office
Bill To	7122 W. Okanogan Place Bldg. B Kennewick, Washington 99336 United States	Ship To	7122 W. Okanogan Place Bldg. B Kennewick, Washington 99336 United States

Quantity	Product	Line Item Description	Sales Price	Total Price
1.00	iVe Toolkit		$8,400.00	$8,400.00
1.00	Shipping and Handling		$35.00	$35.00
1.00	iVe Training - CONUS	TBD	$4,250.00	$4,250.00

Subtotal	$12,685.00
Grand Total	$12,685.00

BERLA

May 1, 2019

To Whom It May Concern,

This letter serves to notify you that Berla is the creator and sole provider of the iVe Toolkit and associated service/maintenance/support plans as well as training. No other organization or company is authorized to provide quotes or sell our products here in the United States, apart from Micro Systemation. Micro Systemation is a global company headquartered out of Sweden. MSAB and Berla have a strategic partner which is focused on sales outside of the United States, however MSAB can technically sell in the US. We do utilize foreign resellers in other countries, however they are limited to sales within their local region. Below we have provided information regarding the application.

iVe is a vehicle system forensic tool that acquires user data from infotainment, telematics and other vehicle systems and allows forensic examiners and investigators a means to quickly and intuitively analyze it. Vehicle Infotainment systems store a vast amount of user related data such as recent destinations, favorite locations, call logs, contact lists, SMS messages, emails, pictures, videos, and the navigation history of everywhere the vehicle has been.

Should you have any questions please feel free to contact me directly.

Sincerely,



Ben LeMere
CEO
Berla Corporation
Office: 443.333.9301
Email: ben@berla.co
Website:
www.berla.co

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	In the Matter of Renewing a Twenty-Four Month Microsoft Premier Support Services Description Agreement – State and Local between Benton County and Microsoft Corporation from Microsoft Corporation
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

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

During the first years of migration from Novell eDirectory/Groupwise to Microsoft Active Directory/Exchange, Microsoft's Premier Support was an invaluable resource. Premier Support helped ensure the success of this transition by giving the County access to Microsoft certified engineers who are experts in the services Microsoft provides. As we continue to grow, expand, and explore new technologies, Microsoft Premier Support gives us immediate access to the right professionals not only when something is not working but as mentors to help IT strategize successful implementation and support of Microsoft services to all county departments IT serves. Existing Microsoft Premier Services agreement ends March 27, 2021.

Fiscal Impact

Amount: **$155,517.00 excluding WSST.**

Fund: **Information Technology approved 2021-2022 budgeted funds.**

Recommendation

Recommend the Board of Benton County Commissioners approve the renewal of a twenty-four month Microsoft Premier Support Services Description – State and Local Government/Education Agreement in an amount not to exceed $155,517.00 excluding Washington State Sales Tax.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RENEWING A TWENTY-FOUR MONTH MICROSOFT PREMIER SUPPORT SERVICES DESCRIPTION – STATE AND LOCAL GOVERNMENT/EDUCATION AGREEMENT BETWEEN BENTON COUNTY AND MICROSOFT CORPORATION FROM MICROSOFT CORPORATION

WHEREAS, Benton County entered into a Microsoft Master Services Agreement – State and Local and a State and Local – Microsoft Premier Support Services description Agreement via Resolution 2012-173; and

WHEREAS, the current Microsoft Premier Support Services Description Agreement – State and Local with Benton County expires March 27, 2021; and

WHEREAS, it is in the best interest of Benton County to secure high level Microsoft professional support in order to assure continued success in using Microsoft products and services throughout county departments serviced by Information Technology; and

WHEREAS, Information Technology recommends renewing the Microsoft Premier Support Services Description – State and Local for another twenty-four months; and

WHEREAS, the Purchasing Department has reviewed this purchase and found it complies with Procurements, Leasing, and Contracting Policy; and

WHEREAS, the Prosecuting Attorney's Civil Division has reviewed the agreement and has approved to form; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves renewing a twenty-four month Microsoft Premier Support Services Description - State and Local Government/Education agreement with Microsoft Corporation in the amount not to exceed $155,517.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, that the Chairman of the Board is hereby authorized to sign the attached agreement; and

BE IT FURTHER RESOLVED, that the attached agreement will become effective March 28, 2021 and will remain in force until March 27, 2023; and

BE IT FURTHER RESOLVED, that the Information Technology Manager be authorized to sign any additional forms or documents that may be required within the scope of this agreement.

Dated this 16 day of March , 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

Robert Heard

From: Eric Andrews
Sent: Tuesday, March 9, 2021 12:56 PM
To: Robert Heard
Cc: Alex Garcia
Subject: RE: 2021 Premier Renewal Please_DocuSign_SLGE_Premier_ESWO_for_Benton.pdf

Robert,

I approve as to form.

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Friday, March 5, 2021 8:02 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: RE: 2021 Premier Renewal Please_DocuSign_SLGE_Premier_ESWO_for_Benton.pdf

Eric,
Attached is the State and Local Microsoft Master Services Agreement – State and Local that was signed in 2012, Resolution included.

Sorry, I should of sent this with the Premier renewal.

Thanks,

Robert

From: Robert Heard
Sent: Thursday, March 4, 2021 3:05 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: 2021 Premier Renewal Please_DocuSign_SLGE_Premier_ESWO_for_Benton.pdf

Eric,
Attached is a Microsoft Premier services renewal agreement. MS Premier is something that our office has been using since 2012. Let me know if you have any questions.

Thanks,
Robert

Microsoft Premier Support Services Description – State and Local Government/Education

(Microsoft Affiliate to complete) **Master Services Agreement Number**	**U7708757**
(Microsoft Affiliate to complete) **Services Description Number**	**T002213-325530-395653**

This services description **("Services Description")** is made pursuant to the Microsoft Master Services Agreement – State and Local, **U7708757** (the "**Agreement**"), by and between the undersigned parties or their affiliates, effective as of **3/28/2012**, which is incorporated herein by this reference. In this Services Description **"Customer"** means the undersigned customer and "**Microsoft**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by reference.

Customer Invoice Information		
Name of Customer **Benton County, Washington**		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer's purchase order.) Robert Heard
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address PO Box 608		Contact E-mail Address robert.heard@co.benton.wa.us
City PROSSER	State/Province Washington	Phone 509-737-3529
Country United States	Postal Code 99350-0608	Fax

Invoicing

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer's representative for payment at the address shown above unless otherwise specified in a Customer purchase order. Notwithstanding the foregoing, as applicable, multi-year Service Descriptions will be invoiced on the anniversary of the Commencement Date applicable to each option year. Microsoft's acceptance of this Services Description for the base year and the remaining option years if optioned by Customer will be invoiced as defined in the Fee and Named Contacts Schedule(s) attached at the subsequent anniversaries of the Commencement Date. Microsoft reserves the right to adjust Microsoft fees prior to entering into any new Service Descriptions, Fee and Named Contacts Schedule(s), or into an amendment or modification to this Service Description.

Term

This Services Description shall commence on 3/28/2021 or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire 2 years from the Commencement Date (the "Expiration Date"). The term of this Services Description includes 1 option year with an individual term of 12 months commencing in sequence after the Expiration Date of the base year. The option year shall be exercised if an amendment to this Services Description exercising such option year is fully executed prior to the first anniversary of the base year. This Services Description must be amended prior to the then current Expiration Date. If the term of this Services Description is not extended prior to the then current Expiration Date, in order for Microsoft to continue providing services, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	*Microsoft Affiliate*
Name of Customer (please print) **Benton County Washington**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print) Jerome Delvin	Name of person signing (please print)
Title of person signing (please print) Chairman of the Board, Benton County Commissioners	Title of person signing (please print)
Date	Date

1. OVERVIEW. This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Customer. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s) ("FNCS").

2. AVAILABLE SERVICES. Customer may purchase a combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Customer's assigned Microsoft resource ("Services Resource").

2.1 Proactive Services. Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services.

2.1.1 Maintenance Services. Maintenance services help prevent issues in Customer's Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

a. **Assessment Program**: An assessment on the design, technical implementation, operations or change management of Customer's Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with Customer to remediate possible issues and provide a report containing the technical assessment of Customer's environment, which may include a remediation plan.

b. **Health Check**: An implementation assessment review of Customer's Microsoft resource implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with Customer, performs the review, analyzes the data and delivers a report upon completion.

c. **Offline Assessment**: An automated assessment of Customer's Microsoft technology implementation with data collected remotely, or by a Microsoft resource at Customer's location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide Customer with a report of our findings and remediation recommendations.

d. **Proactive Monitoring**: Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps Customer to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.

e. **Proactive Operations Programs (POP)**: A review with Customer staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft resource.

f. **Risk and Health Assessment Program as a Service (RAP as a Service)**: An automated assessment of Customer's Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.

g. **Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus)**: RAP as a Service is provided and is followed up with a customized system optimization workshop at Customer location (for up to two days), that is focused on remediation planning and knowledge transfer.

2.1.2 Optimization Services. Optimization Services focus on the goals of optimal utilization of the Customer's technology investment.

a. **Development Focused Services**: Services available to assist Customer staff build, deploy, and support applications built with Microsoft technologies.

b. **IT Services Management**: A suite of services designed to help Customer evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud.

c. **Lab Services**: Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.

d. **Remediation Services**: Direct engagement with a Microsoft resource to address findings identified during an Assessment service.

e. **Security Services**: The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats.

2.1.3. Education Services. Education services provide training that help to enhance Customer's support staff's technical and operational skills through either onsite, online or on-demand instruction. Customer may modify the contract to add funding for additional Education Services or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Education Services Customer select. Education Services can include the following:

a. **Chalk Talks**: Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft resource either in person or online.

b. **On-demand Education**: A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft resources. Subscriptions are sold on a per seat basis.

c. **Webcasts**: Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.

d. **Workshops**: Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft resource in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft. **All registration requirements for Workshops must be completed by Customer 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).**

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

2.1.4. Support Assistance. Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service. If you order one type of Support Assistance service and wish to exchange it for another, you may apply the hours already purchased to that alternative service, where available and agreed upon with your service delivery manager.

2.2 Service Delivery Management. Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Customer management and service delivery staff as well as to oversee escalation management and managing the elements of Customer's support offering to meet Customer business requirements.

Premier Support packages are coordinated and initiated by a service delivery manager.. Service Delivery Management includes planning to assess Customer's current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer's IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by the level of Customer's engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

a. **Service Introduction**. An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.

b. **Service Delivery Planning**. Premier Support services includes a service plan to determine how and when services are to be utilized by collaborating with your team on your business and IT priorities, including your cloud journey.

c. **Service Reviews.** On an ongoing basis, Microsoft will review the past period's services, report to Customer on what has been delivered and improved, review Customer feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Customer's purchased Services.

d. **Critical Security Support Advice**. Notification of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated service delivery management resource, they will help Customer assess the effect of this information on Customer's IT infrastructure.

e. **Incident Management**. Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.

f. **Crisis Management**. Around-the-clock issue ownership and communication to Customer from the Microsoft service delivery team during situations in which Customer experiences critical business impacts.

g. **Initial Assessment.** A discovery assessment for identifying service needs within Customer's IT operations environment that helps build an actionable plan to reach the desired state of Customer's IT operations. In addition, the service delivery management resources will work with Customer's staff to document risks, which may impact Customer's connectivity and suggest potential mitigations.

h. **Remediation Planning**. A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Customer's service plan. Follow-up takes place through scheduled service reviews.

i. **Microsoft Product/Online Services Lifecycle Awareness**. Microsoft may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer's organization and may provide benefits for Customer's organization. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.

j. **Incident Trend Analysis & Advice**. Microsoft may provide one or more reviews of Customer's incident history. The focus of the service delivery management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated service delivery management resource.

k. **Process Guidance**. Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This

service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.

l. **Information Distribution & Curation (IDC).** Information Distribution delivers security alerts and proactive emails. IDC is a subscription service that, if elected, service delivery management hours will be decremented each month.

2.3 Reactive Services. Reactive services help resolve issues in Customer's Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

2.3.1 Problem Resolution Support. Problem Resolution Support ("PRS") provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Customer's pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Customer request, Microsoft will collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

As needed PRS is provided for Online Services. Purchased PRS hours will not be deducted for incidents opened against these technologies. "Online Services" means the Microsoft-hosted services identified as Online Services in the Microsoft Product Terms.

Service Delivery Management will be utilized in the same manner for all problem resolution requests.

The incident severity determines the response levels within Microsoft, initial estimated response times and Customer responsibilities. Customer is responsible for outlining the business impact to Customer's organization. In consultation with Customer, Microsoft will assign the appropriate severity level. Customer can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation	Our Expected Response	Customer's Expected Response
Severity 1 **Catastrophic business impact:** • Complete loss of a core business process and work cannot reasonably continue • Needs immediate attention	• First call response in one hour or less • Our resources at Customer site as soon as possible • Critical situation resource[1] assigned • Continuous effort on a 24/7 basis[2] • Rapid escalation within Microsoft to product teams • Notification of our senior executives	• Notification of Customer's senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] • Rapid access and response from change control authority • Submission via phone only[3]
Severity A **Critical business impact:** • Significant loss or degradation of services • Needs attention within one hour	• First call response in one hour or less • Our Resources at Customer's site as required • Critical situation resource[1] assigned • Continuous effort on a 24x7 basis[2] • Notification of Our Senior Managers	• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] • Rapid access and response from change control authority • Management notification • Submission via phone only[3]
Severity B **Moderate business impact:** • Moderate loss or degradation of services but work can reasonably continue in an impaired manner • Needs attention within two business hours[5]	• First call response in two hours or less • Effort during business hours only[,5]	• Allocation of appropriate resources to align to Microsoft effort • Access and response from change control authority within four business hours • Submission via phone or web

Severity and Situation	Our Expected Response	Customer's Expected Response
Severity C **Minimum business impact:** • Substantially functioning with minor or no impediments of services • Needs attention within four business hours[5]	• First call response in four hours or less • Effort during business hours only[5]	• Accurate contact information on case owner • Responsive within 24 hours • Submission via phone or web

[1] *Critical situation resources are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.*
[2] *We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.*
[3] *You may submit online services support requests through the applicable online services support portals.*
[4] *24/7 effort on Severity B issues are not available in all geographies.*
[5] *Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer's locality.*

Customer may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is responsible for backing-up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

2.3.2. Onsite Support. Onsite reactive support provides assistance at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.

2.3.3 Development Support Assistance: Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.

2.3.4 Advisory Services: Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

2.3.5 Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

2.4 Designated Support Engineering. Designated Support Engineering ("DSE") services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built-in. The focus areas for DSE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of Customer information technology environment to optimize performance
- Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of Customer's covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by Customer. DSE services are delivered for a single support location. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

2.5 Additional Services. Customer may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

3. PREREQUISITES AND ASSUMPTIONS. Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

a. All Services will be provided remotely to Customer's locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth in Fee and Named Contacts Schedule(s). On-Site Visits can be purchased proactively or the fixed fee can be converted at the then current rate from Support Assistance hours.

b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing or in an amendment or modification to this Services Description.

c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Online website at http://premier.microsoft.com. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at http://support.microsoft.com/lifecycle, unless Customer has purchased such support in an amendment or modification to this Services Description.

d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.

e. **SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION. FOR MULTI-YEAR SERVICES DESCRIPTIONS, ALL BASE YEAR SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE BASE YEAR OF THE AGREEMENT, AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE BASE YEAR OF THE SERVICES DESCRIPTION. ALL OPTION YEAR SERVICES, AS APPLICABLE, WILL EXPIRE AT THE END OF EACH OF THE RESPECTIVE OPTION YEAR IN WHICH THEY WERE PURCHASED.**

f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.

g. Microsoft can access Customer's system via remote connection to analyze problems at Customer request. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.

h. Customer must have access to the Internet in order to take advantage of Internet-based services.

i. Some services may require us to process and access Customer Data. When we do so, we use Microsoft-approved technologies, which comply with our data protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your Customer Data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.

j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Service Delivery Management.

k. Support services are limited to advice and guidance related to code owned by you or by Microsoft

l. There may be minimum platform requirements for the services purchased.

m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.

4. CUSTOMER RESPONSIBILITIES. This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

a. Customer can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:
   - One type will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
   - One type will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.

b. When submitting a service request, Customer reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.

c. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.

d. Customer agrees to notify us of any changes to the designated contacts named on the FNCS.

e. Customer agrees to provide an internal escalation process to facilitate communication between Customer management and Microsoft as appropriate.

f. Customer may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

g. Customer is responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.

h. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.

i. Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.

j. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.

k. Customer may be asked by your service delivery manager to fulfill other responsibilities specific to the service you purchased.

5. ADDITIONAL TERMS AND CONDITIONS. This section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. ***Products.*** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.

b. ***Fixes and Services Deliverables.***

i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.

ii. ***Pre-Existing Work.*** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

iii. ***Services Deliverables.*** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in the Agreement.

iv. ***Affiliates rights.*** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.

c. ***Non-Microsoft software and technology.*** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

d. ***Sample Code.*** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("**Sample Code**") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.

e. ***Restrictions on use.*** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.

f. ***Reservation of Rights.*** All rights not expressly granted are reserved to Microsoft.

g. ***Supportability of Products.*** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at http://support.microsoft.com or a successor site.

6. ***Taxes.*** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, chares or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

7. Attachments: The following Exhibit(s) and Schedule(s) are attached at the execution of this Services Description:

☒Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete) **Premier Support Services Description Number**	**T002213-325530-395653**
(Microsoft Affiliate to complete) **Schedule Number**	**REN - 001507114**

This Fee and Named Contacts Schedule ("Schedule" or "FNCS") is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**" or "SD") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Microsoft's performance of Services under this Schedule Customer agrees to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Customer	*Microsoft Affiliate*
Name of Customer (please print) **Benton County, Washington**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print) Jerome Delvin	Name of person signing (please print)
Date	Date

Term
This FNCS will commence on 3/28/2021 or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve months from the Commencement Date (the "Expiration Date"). The SD allows for 1 option year with an individual term of 12 months commencing in sequence after the Expiration Date of the base period unless changed through a modification to the SD fully executed by both parties prior to the Expiration Date. This FNCS must be amended prior to the then current Expiration Date of this FNCS. If the term of this FNCS is not extended prior to the then current Expiration Date of this FNCS, in order for Microsoft to continue providing Services, Customer and Microsoft shall agree in writing to a new FNCS identifying the terms upon which Customer and Microsoft agree. The Expiration Date of this FNCS shall not exceed the Expiration Date of the SD. NOTE: The SD shall be amended, and the Period of Performance of the SD extended only by an amendment to the SD prior to the then-current Expiration Date of the SD.

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that Customer has pre-purchased for use during the term of this Schedule and applicable fees.

Notwithstanding the foregoing, as applicable, multi-year Service Descriptions will be invoiced annually, as set forth in the Fee Summary below, beginning the calendar month after the Commencement Date for that option period upon Microsoft's acceptance of the Services Description for the base period and the remaining option periods. Microsoft reserves the right to adjust Microsoft fees prior to entering into any new Service Descriptions or Fee and Named Contacts Schedule or into an amendment or modification to the Service Description or this Fee and Named Contacts Schedule.

a. Fee Summary

Services Summary	*Year 1 Price (US$)*	*Year 2 Price (US$)*	*TOTAL Price (US$)*
Country: United States	**$76,440.00**	**$ 79,077.00**	**$ 155,517.00**
Total	**$76,440.00**	**$ 79,077.00**	**$ 155,517.00**

b. Services by Support Location

Description of Services
Year 1 Up to 80 hours for Problem Resolution Up to 120 hours for Support Account Management Up to 100 hours for Support Assistance Up to 1 Onsite Visit
Year 2 Up to 80 hours for Problem Resolution Up to 120 hours for Support Account Management Up to 100 hours for Support Assistance Up to 1 Onsite Visit

2. CUSTOMER CONTACTS

a. Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

CSM Name: Robert Heard
Address: PO Box 608 PROSSER Washington 99350 United States
Phone: 509-737-3529
Email: robert.heard@co.benton.wa.us
Facsimile: ( )

RESOLUTION 2012 173

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACQUIRING MICROSOFT PREMIER SUPPORT SERVICES.

WHEREAS, Benton County has begun a major project to migrate from Novell eDirectory/GroupWise to Microsoft Active Directory/Exchange; and

WHEREAS, it is in the best interests of the County to secure a high level of vendor support in order to assure the success of this project; and

WHEREAS, Microsoft has proposed their Premier Support Services as a means of providing the vendor support necessary for the County's implementation of Microsoft products; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Chairman of the Board be authorized to sign the "Microsoft Master Services Agreement – State and Local" (Exhibit "A") and the "State and Local Government – Microsoft Premier Support Services Description" (Exhibit "B") for the services described at a cost of $62,020 plus Washington State sales tax; and

BE IT FURTHER RESOLVED, that the total cost of these services shall not exceed $65,000 plus Washington State sales tax; and

BE IT FURTHER RESOLVED, that the Central Services Manager be authorized to sign any additional forms or documents that may be required within the scope of the agreement.

Dated this 27 day of March, 2012

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

R REID

orig: C.S.
cc: Auditor

EXHIBIT "A"

Microsoft Master Services Agreement – State and Local

Microsoft Master Services Agreement Number
Microsoft affiliate to complete

U7708757

This Microsoft Master Services Agreement is entered into between the following entities as of the effective date identified below. This agreement is comprised of this cover page and the attached terms and conditions, the terms of which are incorporated herein by this reference.

This agreement contains terms of the relationship between you and us. If you contract for services from us under this agreement, the specific terms of those transactions will be contained in this agreement and any statement of services incorporating this agreement.

If the first statement of services entered into under this agreement is given an effective date that is earlier than the effective date of this agreement, the effective date of this agreement will be that earlier date for the purposes of that statement of services.

By signing below, each party acknowledges that it has read and understood the terms of this agreement and agrees to be bound by these terms.

Customer	***Microsoft Affiliate***
Name of Customer (please print) **Benton County, Washington**	Name **Microsoft Corporation**
Signature James R. Beaver	Signature David T. Gallagher
Name of person signing (please print) James R. Beaver	Name of person signing (please print) David T. Gallagher
Title of person signing (please print) Chairman, Board of Benton County Commissioners	Title of person signing (please print) Director of Contracts
Signature date 3/27/2012	Signature date (may be different than Effective Date) 3-28-12
	Effective Date (may be different than Signature Date) ~~4/1/2012~~ 3-28-12

Approves as to form:
Deputy Prosecuting Attorney

Contact information. Each party will notify the other in writing if any of the information in the following table changes. The * indicates required fields. By providing contact information, you consent to its use for purposes of administering this agreement by us, our affiliates, and other parties that help us administer this agreement.

Customer		
Name of Customer * Benton County, Washington		Contact Name *(This person receives notices under this agreement pursuant to Section 12 (Notices)). Randy Reid
Street Address * 620 Market Street		Contact Email Address * Randy.Reid@co.benton.wa.us
City * Prosser	State/Province * WA	Phone 509.786.5603
Country * USA	Postal Code * 99350	Fax

Microsoft	
Notices to Microsoft should be sent to (*Microsoft affiliate to complete*): * Kevin Hartley Senior Attorney Microsoft Corporation 5335 Wisconsin Ave., NW Suite 600 Washington, DC 20015	**Copies should be sent to:** Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Services Attorney (425) 936-7329 fax

Terms and Conditions

1. Definitions. In this agreement, a "party" or "parties" means you and/or us as the context requires. "**You**" means the entity that has entered into this agreement and may also refer, as the context requires, to your affiliates who enter into a statement of services under this agreement. "**We**", "**us**", or "**our**" means, the Microsoft entity that has entered into this agreement and may also refer, as the context requires, to our affiliates. In addition, the following definitions apply:

"**affiliate**" means (i) with regard to you, any government agency, department, office, instrumentality, division, unit or other entity of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within your state's jurisdiction and geographic boundaries; provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (ii) with regard to us, any legal entity that we own, which owns us, or which is under common ownership with us. "**Ownership**" means more than 50% ownership.

"**contractor(s)**" means any third party supplier or other provider of computer technology or related services;

"**developments**" means any computer code or materials (other than products, fixes or pre-existing work) developed by us or in collaboration with you which is provided to you in the course of performance of a statement of services;

"**fixes**" means product fixes, modifications or enhancements or their derivatives that we either release generally, (such as commercial product service packs) or that we provide to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds);

"**joint ownership**" means each party has the right to independently exercise any and all rights of ownership now known or here after created or recognized, including without limitation the rights to use, reproduce, modify and distribute the developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties;

"**open source license terms**" means license terms that require computer code to be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge;

"**pre-existing work**" means computer code or materials (other than products and fixes) developed or otherwise obtained independently of the efforts of a party under a statement of services;

"**product**" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing we make available to you for license which is published by us, our affiliates, or a third party;

"**service deliverables**" means any computer code or materials, other than products or fixes, that we leave with you at the conclusion of our performance of services;

"**services**" means all support, consulting and other services or advice, including any resulting deliverables provided to you under the terms and conditions of this agreement;

"**statement of services**" means any work orders, services descriptions, or other statement of services referencing this agreement.

2. Services. The precise scope of the services will be specified in a statement of services. You or any of your affiliates may enter into statements of services under this agreement with our local affiliate. Our ability to deliver the services depends upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide. This agreement does not obligate either party or its affiliates to enter into any statements of services.

3. ***Ownership and license of service deliverables.***

a. ***Products and fixes***. All products, related solutions and fixes provided under a statement of services will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. You are responsible for paying any licensing fees associated with products.

b. ***Pre-existing work***. All pre-existing work will remain the sole property of the party providing the pre-existing work. During the performance of services, each party grants to the other (and our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services.

Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) our pre-existing work in the form delivered to you as part of the service deliverables only for your internal business operations.

The perpetual license to our pre-existing work that we leave to you at the conclusion of our performance of the services is conditioned upon your compliance with the terms of this agreement and the applicable statement of services.

c. ***Developments.*** Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full we grant you joint ownership in the developments. You agree to exercise your rights for your internal business operations only and you will not resell or distribute the developments to any third party. Each party shall be the sole owner of any modifications that it makes based upon the developments.

d. ***Affiliates rights and sublicensing to affiliates.*** Except as may be otherwise explicitly agreed to in a statement of services, you may sublicense the rights to the service deliverables granted hereunder to your affiliates, but you or your affiliates may not further sublicense these rights.

Any sublicensing of the service deliverables to your affiliates, if permitted, must be consistent with the license terms in this agreement or in any statement of services.

e. ***Open source license restrictions.*** Because certain third party software is subject to open source license terms, the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by open source license terms.

f. ***Reservation of Rights.*** All rights not expressly granted in this section are reserved.

4. ***Restrictions on use.*** You may not:

a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
b) Reverse engineer, de-compile, or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation.

Fixes and service deliverables licensed under this agreement are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the products, fixes and service deliverables. Such laws include restrictions on destinations, end-users, and end-use. For additional information, see http://microsoft.com/exporting.

5. ***Supportability.*** We may add support for new products or discontinue support for existing products from time-to-time. If we discontinue support for a product, we will inform you six months in advance of the discontinuation by posting the information at http://support.microsoft.com or any successor site. If we sell a product to another company, we will give you notice of the sale and at the time of such notice will either (i) arrange for the other company to continue the support; or (ii) continue support ourselves for 90 days to give you time to make alternative arrangements.

There may be cases where your implementation of our products cannot be effectively supported. As part of providing the support services, we will notify you if we reach that conclusion. If you do not modify the implementation to make it effectively supportable within 30 calendar days after the notice, we will not be obligated to provide additional support services for that implementation, however we will continue to provide support for your other supportable implementations covered by the statement of services.

For statements of services for support, we will use commercially reasonable efforts to provide the support services for those products covered in the statement of services, provided they are validly licensed by you.

6. ***Fees.*** You agree to pay us (or our designees) the fees described in each statement of services. The fees do not include fees for products. Unless otherwise stated in a statement of services, (i) you agree to pay within 30 calendar days of the date of our invoice; and (ii) we will not change our hourly rates identified in a statement of services during its term, but we may adjust our hourly rates prior to entering any new or amended statement of services. Our fees exclude any taxes, duties, tariffs, levies or other governmental charges or expenses (including, without limitation, any value added taxes), which will be billed to and paid by you. We are responsible for taxes based upon our personal property ownership and net income. We may, at our option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly or the highest amount allowed by law on all past due amounts. We will have no obligation to continue to provide services if you fail to make timely payment.

7. ***Confidentiality.*** Subject to the requirements of your public records and trade secret laws (if any):

   a. ***Confidential information.*** Confidential information means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to, non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of this agreement and any statement of services.

      Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it from the other party; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

   b. ***Use of confidential information.*** For a period of five years after initial disclosure, neither party will use the other's confidential information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this agreement or disclose the other's confidential information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested.

      Each party will take reasonable precautions to safeguard the other's confidential information. Such precautions will be at least as great as those each party takes to protect its own confidential information. Each party will disclose the other's confidential information to its employees, consultants or contractors only on a need-to-know basis, provided that such employees, consultants or contractors are subject to confidentiality obligations no less restrictive than those contained herein. When confidential information is no longer necessary to perform any obligation under any statement of services, each of us will return it to the other party or destroy it at the other's request.

Either party may provide suggestions, comments or other feedback to the other with respect to the other's products and services. Feedback is voluntary and the party receiving feedback may use it for any purpose without obligation of any kind except that the party receiving feedback will not disclose the source of feedback without the consent of the party providing it.

c. ***Cooperation in the event of disclosure.*** Each party will immediately notify the other upon discovery of any unauthorized use or disclosure of the other party's confidential information and will cooperate in any reasonable way to help the other regain possession of the confidential information and prevent further unauthorized use or disclosure.

d. ***Knowledge base.*** We may use any technical information we derive from providing services related to our products for problem resolution, troubleshooting, product functionality enhancements and fixes, for our knowledge base. We agree not to identify you or disclose any of your confidential information in any item in the knowledge base.

8. Warranties.

a. Services. We warrant that all services will be performed with professional care and skill.

b. No other warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT (INCLUDING ANY STATEMENT OF SERVICES THAT INCORPORATES THESE TERMS), INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS, FIXES, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. WE WILL NOT BE LIABLE FOR ANY SERVICE(S) OR PRODUCT(S) PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER OUR WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT.

9. Defense of infringement and misappropriation claim. We will defend you against any claims made by an unaffiliated third party that any service deliverable infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "**misappropriation**" and "**trade secret**" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that any claim or adverse final judgment is based on (i) computer code or materials (e.g. specifications) you provide; (ii) your use of a fix or service deliverables after we notify you to discontinue use due to such a claim; (iii) your combining a fix or service deliverables with a non-Microsoft product, data or business process; (iv) damages attributable to the value of the use of a non-Microsoft product, data or business process; (v) an alteration of fixes or service deliverables by someone other than us or our contractors; (vi) your distribution of the fix or services deliverables to, or its use for the benefit of, any third party other than permitted by an applicable statement of services; (vii) your use of our trademark(s) without express written consent to do so; or (viii) any trade secret claim that is a result of your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a fix or service deliverables, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to use the allegedly infringing fix or service deliverables as permitted by the applicable statement of services; or (ii) modify the fix or service deliverables or replace it with a non-infringing functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing fix or service deliverables immediately. If as a result of an infringement claim, your use of a fix or service deliverables is enjoined by a court of competent jurisdiction, we will, at our option, either i) procure the right to continue its use; ii) modify it to make it non-infringing; iii) replace it with a non-infringing functional equivalent; or iv) refund the amount paid for the infringing fix or service deliverables and terminate the license for (or as applicable, your ownership rights in) the infringing fix or service deliverable.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this Section 9. This Section 9 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

10. Limitations of liability.

a. Limitation on Direct Damages. There may be situations in which you have a right to claim damages or payment from us. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claims, our total liability (and that of our contractors) will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you have paid under the applicable statement of services for the services giving rise to the claims. In the event services or any service deliverables are provided to you on a gratuitous or no-charge basis, our total liability to you will not exceed US$5000. The limitations contained in this paragraph will not apply with respect to the following:

(i) our obligations under Section 9;

(ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our contractors and awarded by a court of final adjudication; and

(iii) our obligations under Section 7.

b. NO LIABILITY FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF SERVICES, SERVICES, SERVICE DELIVERABLES, FIXES, PRODUCTS, OR ANY OTHER MATERIALS OR INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, REDISTRIBUTION OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

c. Application. Except as specified expressly in this Section 10, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

11. Term and termination. This agreement will remain in effect until terminated. The parties signing the cover page of this agreement may terminate it at any time by giving the other party at least 60 calendar days prior written notice.

Either party signing the cover page may terminate this agreement if the other party is in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach.

The sole effect of terminating this agreement will be to terminate the ability of either party to enter into subsequent statements of services that incorporate the terms of this agreement. Termination of this agreement will not, by itself, result in the termination of any statements of services previously entered into (or extensions of the same) that incorporate the terms of this agreement, and the terms of this agreement will continue in effect for purposes of such statements of services unless and until the statement of services itself is terminated or expires.

The term of any statement of services will be set forth in an applicable statement of services. In addition, unless otherwise provided in a statement of services, your affiliate that signed the statement of services may terminate it for any reason by giving our affiliate that signed the statement of services 30 calendar days prior written notice. Either party signing a statement of services may terminate it if the other party is (i) in material breach or default of any obligation that is not cured within 30 calendar days notice of such breach or (ii) fails to pay any invoice that is more than 60 calendar days outstanding. You agree to pay all fees for services performed and expenses incurred prior to termination and any additional amounts that may be specified in a statement of services.

12. Notices. All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile or email to the addresses indicated on the cover page of this agreement or on an applicable statement of services, if different. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile or email confirmation of delivery.

13. Insurance. We will procure and maintain the following insurance coverage, at all times when performing services on your premises under this agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

a) Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. $2,000,000 each occurrence;
b) Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Microsoft employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by our employees;
c) Employer's Liability with limits of not less than U.S. $1,000,000 per accident;
d) Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by us or our employees in the performance of services, with a limit of liability of not less than U.S. $2,000,000 per claim; and
e) Automobile Liability (if vehicles are brought on your premises or used in the performance of the services) with $2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, non-owned and hired vehicles.

We will provide you with evidence of coverage on request.

14. Miscellaneous.

a. Assignment and right to subcontract. Neither party may assign this agreement or any statement of services without the written consent of the other. We may use contractors to perform services and we will be responsible for their performance subject to the terms of this agreement.

b. Independent contractor. We provide our services as an independent contractor, and will be responsible for any and all social security, unemployment, workers' compensation and other withholding taxes for all of our employees. You and we are free to develop products independently without the use of the other's confidential information. Neither you nor we are obligated to restrict the future work assignments of people who have had access to confidential information. In addition, you, we and these people are free to use the information that these people remember related to information technology, including ideas, concepts,

know-how or techniques, so long as confidential information of the other party is not disclosed in violation of this agreement in the course of such use. This use shall not grant either party any rights under the other's copyrights or patents and does not require payment of royalties or separate license.

c. ***Applicable law; dispute resolution.*** This agreement together with the applicable statement of services will be governed by the laws of your state, without giving effect to its conflict of law provisions. Disputes relating to this agreement will be subject to applicable mandatory dispute resolution statutes and regulations of your state.

d. ***Entire agreement.*** This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this agreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.

e. ***Survival.*** The sections regarding ownership and license, restrictions on use, fees, confidentiality, no other warranties, defense of infringement and misappropriation claims, limitations of liability, term and termination, notices, and miscellaneous of this agreement will survive any termination or expiration of this agreement or any statement of services. Additionally, as provided in Section 11 above, if this agreement is terminated all its terms shall survive termination for purposes of any remaining statement of services in existence at the time this agreement is terminated.

f. ***Severability.*** If a court holds any provision of this agreement or a statement of services to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement or statement of services to give effect to the stricken clause to the maximum extent possible.

g. ***Waiver.*** No waiver of any breach of this agreement or statement of services will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

h. ***Force majeure.*** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

i. ***Counterparts.*** This agreement and any statements of services may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).

j. ***Cost or pricing data.*** We will not, under any circumstances, accept any statement of services that would require the submission of cost or pricing data.

k. ***Non-exclusivity.*** This agreement (including any statement of services incorporating these terms) is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Exhibit "B"

State and Local Government - Microsoft Premier Support Services Description

(Microsoft Affiliate to complete) **Services Description Number.**	001380196
(For Microsoft Internal Purposes Only) MSL Number	47708757

This services description (**"Services Description"**) is made pursuant to the Microsoft Master Services Agreement - State and Local (the "**Agreement**") effective as of 3/28/2012, which is incorporated herein by this reference. In this Services Description "**You**", **"Your" or "Customer"** means the undersigned customer and "**We**," "**Us**," or "**Our**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer **Benton County, Washington**		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order. Randy Reid
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address 620 Market Street		Contact E-mail Address Randy.Reid@co.benton.wa.us
City Prosser	State/Province WA	Phone 509.786.5603
Country USA	Postal Code 99350	Fax

Invoicing
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).
Term
This Services Description will commence on 3/28/2012 and will expire on 3/27/2013 (the "Expiration Date") unless otherwise extended by a subsequent FNC (s).

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	*Microsoft Affiliate*
Name of Customer (please print) **Benton County, Washington**	Name **Microsoft Corporation**
Signature James R Beaver	Signature Robert Van Mater
Name of person signing (please print) James R. Beaver	Name of person signing (please print) ROBERT VAN MATER
Title of person signing (please print) Chairman, Board of Benton County Commissioners	Title of person signing (please print) SALES MANAGER
Date 3/27/2012	Date 3/28/2012

Approved as to form:
Deputy Prosecuting Attorney

1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

2.1 Support Account Management. Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource can also provide the following services which will not be deducted from the pre-paid hours listed in the Fee and Named Contacts Schedule(s):

a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.

b. Status Meetings and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.

c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

2.2 Workshops and Events. The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. ***All registration requirements for Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contracts Schedule (s).*** Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.

b. Events. We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

a. Problem Request (Break-Fix). An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

   Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	• Catastrophic business impact: • Complete loss of a core (mission critical) business process and work cannot reasonably continue • Needs immediate attention	• 1st call response in 1 hour or less • Our Resources at Your site as soon as possible. • Continuous effort on a 24x7 basis • Rapid Escalation within Microsoft to Product teams • Notification of Our Senior Executives	• Notification of Your Senior executives • Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] • Rapid access and response from change control authority
A Submission via phone only	• Critical business impact: • Significant loss or degradation of services • Needs attention within 1hour	• 1st call response in 1 hour or less • Our Resources at Your site as required. • Continuous effort on a 24x7 basis • Notification of Our Senior Managers	• Allocation of appropriate resources to sustain continuous effort on a 24x7 basis[2] • Rapid access and response from change control authority • Management notification
B Submission via phone or web	• Moderate business impact: • Moderate loss or degradation of services but work can reasonably continue in an impaired manner. • Needs attention within 2 Business Hours[1]	• 1st call response in 2 hours or less • Effort during Business Hours[1] only	• Allocation of appropriate resources to sustain Business Hours[1] continuous effort • Access and response from change control authority within 4 Business Hours[1]
C Submission via phone or web	• Minimum business impact: • Substantially functioning with minor or no impediments of services. • Needs attention within 4 Business Hours[1]	• 1st call response in 4 hours or less • Effort during Business Hours[1] only	• Accurate contact information on case owner • Responsive within 24 hours.

[1] Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.
[2] We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

b. Rapid Onsite Support Services. You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.

c. Software Assurance Benefits. You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

a. Infrastructure Support Assistance. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.

b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. ***All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).***

c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.

d. Lab Access. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.

2.5 Information Services. Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

a. Premier online website. The Premier online website provides access to the following information resources at no additional charge:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying You of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.

b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

2.6 Additional Services. You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on you Fee and Named Contacts Schedule, You will be billed for reasonable travel and living expenses in arrears.

b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.

c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.

d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.

e. ALL SERVCIES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).

f. Support Assistance is dependent upon the availability of resources.

g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.

h. You must have access to the Internet in order to take advantage of Internet-based services.

i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.

j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.

k. Resource site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:

- One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
- One type will receive a shared account ID that provides access to the Premier online website for information content only.

b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.

c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.

d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.

e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.

f. You are responsible for any travel and expenses incurred by Your employees or contractors.

5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.

b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.

c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

d. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

   Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved.

6. Attachments: The following Schedule(s) and Exhibits are attached at the execution of this Services Description:

- ✓ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts Schedule

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

Customer:
Benton County, Washington

(Microsoft Affiliate to complete)
Premier Support Services Description Number

001380196
1

(Microsoft Affiliate to complete)
Schedule Number

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

Term
This Schedule will commence on 3/28/2012 (the "Commencement Date") and will expire on 3/27/2013 (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	*Total Price (US$)*
Country: United States	$62,020
Total	$62,020

b. Services by Support Location

Country: United States
• Up to120 Hours for Support Account Management • Up to 80 hours for Support Assistance* • Up to 80 hours for Problem Resolution Support • Up to 12 Services Resource (TAM) site visits included • Unlimited User Access to Premier Online Website

*All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of the Fee and Named Contacts Schedule(s).

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Bill Fleming
Phone: (800) 275-5317
Email: v-wiflem@microsoft.com
Facsimile: (425) 936-7329 Attn: v-wiflem

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: Any subsequent changes to the Named Contacts should be submitted to the Services Resource by the CSM.

For United States

CSM Name: J. Randall Reid	**Named Contact Name:** Teri Holmes
Address: PO Box 608 620 Market Street Prosser WA 99350	Address: PO Box 608 620 Market Street Prosser WA 99350
Phone: (509) 786-5603	Phone: (509) 786-5603
Email: randy.reid@co.benton.wa.us	Email: teri.holmes@co.benton.wa.us
Facsimile: (509) 786-5601	Facsimile: (509) 786-5601

Named Contact Name: Kenneth Denn	**Named Contact Name:** Robert Herad
Address:	Address:
Phone: (509) 737-3523	Phone: (509) 736-3529
Email: kenneth.denn@co.benton.wa.us	Email: robert.heard@co.benton.wa.us
Facsimile: ( )	Facsimile: ( )

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Amend attorney Brittney Myles' temporary public defense contract
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

Attorney Brittney Myles initially left Benton County employment to join the firm of Gravis Law, PLLC on January 29, 2021. Since she had a large caseload of open cases, the transferring of which would have been a grave hardship on OPD, we negotiated a temporary contract for the month of February, 2021 for her to continue working her cases (through her new employer) with compensation to be paid to her employer.

Subsequently, attorney Myles returned to employment with Benton County OPD, effective February 22, 2021. As a result, she did not complete her services for her contract (since she was working as an employee for Benton County from February 22, 2021 onward) and therefore the contract must be amended accordingly to reflect this early termination and commensurate reduction in contract compensation.

Fiscal Impact

None

Recommendation

Approve resolution. Execute contract amendment as proposed.

Suggested Motion

N/A – Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE TEMPORARY PUBLIC DEFENSE CONTRACT WITH ATTORNEY BRITTNEY MYLES, RESOLUTION 2021-176, SETTING AN EARLY TERMINATION DATE AND PRO-RATING COMPENSATION ACCORDINGLY

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

WHEREAS, attorney Brittney Myles was previously employed by Benton County Office of Public Defense as a public defense attorney assigned to its District Court team; and

WHEREAS, attorney Myles resigned from employment with Benton County in January, 2021; and

WHEREAS, because of lack of available resources, OPD negotiated a temporary contract with attorney Myles whereby she would continue to handle her District Court caseload through the month of February, 2021, in return for compensation paid directly to attorney Myles' then employer, Gravis Law, PLLC; and

WHEREAS, attorney Myles subsequently chose to leave Gravis Law, PLLC and return to employment with OPD effective February 22, 2021; and

WHEREAS, since attorney Myles terminated her work for the subject contract early (i.e. before the end of February) it is necessary to account for that early termination and adjust the contract compensation accordingly; **NOW, THEREFORE**

BE IT RESOLVED that the proposed amendment to the temporary public defense contract with attorney Brittney Myles, designated BCDC2121BNM001, effective date of February 1 through February 19, 2021, originally executed by and through Resolution 2021-176, establishing an early termination of the contract and adjusted contract compensation from a one-time flat fee of $6,000 to a reduced flat fee of $4,000, be executed as proposed.

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, [Contractor]
Copy – Auditor, S Godinez

E. Hsu

AMENDMENT TO TEMPORARY
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION TO INDIGENT PERSONS IN BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC2121BNM001

CONTRACT SUMMARY			
Contract Type	**Temporary**		
Contract Number	**BCDC2121BNM001**	**Contract Holder**	**Brittney N. Myles**
WSBA #	**54296**	**Effective Dates**	**February 1, 2021 – February 19, 2021**
Caseload Cap	**75% of current caseload**	**Compensation**	**$4,000 one time**
Assigned Court	**District Court**	**Compensation Structure**	☐ **By the case** ☒ **Monthly** ☐ **Hourly** ☐ **By the case but paid monthly**
Compensation Payable To:	**Gravis Law, PLLC**		
Contract Slot Identifier: n/a			

THIS AGREEMENT previously entered into by and between **Brittney Myles,** attorney at law, Washington State Bar Association **# 54926** ("Attorney"), dba Gravis Law, PLLC and **BENTON COUNTY,** a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court, anticipated to be executed at the February 23, 2021 meeting of the Benton County Board of County Commissioners

IS HEREBY AMENDED AS FOLLOWS:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2021** and shall continue thereafter through and including **February 19, 2021**.

12. **COMPENSATION.**

a. Attorney shall be compensated with a one-time flat fee of $4,000. If compensation for the previously agreed amount is made before this amendment is

executed, then Gravis Law, PLLC shall refund any overpayment within 30 days of this Agreement execution date.

All compensation shall be payable to: Gravis Law, PLLC *since Attorney is an associate with that firm.*

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 (Feb 24, 2021 09:17 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date Feb 26, 2021

Brittney Myles
Brittney Myles (Feb 26, 2021 15:10 PST)

Brittney Myles, WSBA 54926
Not valid unless Performance Standards Monitoring Acknowledgment on following page is also signed.

SIGNING AUTHORITY FOR FIRM (required if attorney is an associate with a law firm)

Asa LaMusga

Asa LaMusga, WSBA 46253
I am a principal with signing authority for Gravis Law, PLLC. I acknowledge and understand that the above-referenced Attorney, who is an associate with my firm, is about to enter into a public defense agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Attorney

in faithfully carrying out his/her obligations pursuant to this Agreement and in complying with Washington State public defense laws, rules, and standards.

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:

Brittney Myles

Brittney Myles (Feb 26, 2021 15:10 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:	March 16, 2021
Subject:	Superseding Resolution 2020-991 and updating the Procurement, Leasing and Contracting Policy
Presenter:	N/A
Prepared By:	R. Blain
Reviewed By:	R. Blain

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

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

Summary / Background Information

On December 15, 2020, the Board of County Commissioners approved Resolution 2020-991 which updated the county-wide Procurement, Leasing and Contracting Policy. Additionally, the Board created a Purchasing Department by Resolution 2020-990.

After approval of the policy update, further evaluation of the processes has shown a need for departments and Elected Officials to have authorization to make smaller purchases up to $5,000. These purchases would fall into the cost threshold category where the purchases can be directly negotiated. Authorizing decentralized purchases below $5,000 will continue to allow larger purchases, which are required to be facilitated through more complex processes, to have the oversight necessary, while smaller purchases needed for daily operations can be performed by the departments who have the need.

Fiscal Impact

Amount: **n/a**

Fund: **n/a**

Recommendation

The Director of Operations and Capital Programs recommends the Board replace the existing Procurement, Leasing and Contracting Policy (Res. 2020-991) and adopt the revised policy effective March 16, 2021.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF REPLACING RESOLUTION 2020-991 AND ADOPTING THE REVISED COUNTY-WIDE PROCUREMENT, LEASING, AND CONTRACTING POLICY, RESCINDING RESOLUTION 2020-991

WHEREAS, on December 15th, 2020 the Board of County Commissioners approved Resolution 2020-991 updating the County-wide Procurement, Leasing and Contracting Policy; and

WHEREAS, the need for Elected Officials and Department Heads to be authorized to make smaller purchases has been identified; and

WHEREAS, the Purchasing Department will continue to facilitate purchases over $5,000.00; and

WHEREAS, the Prosecuting Attorney's office has reviewed the policy; and

WHEREAS, the Director of Operations and Capital Programs recommends approval of the revised Procurement, Leasing, and Contracting Policy; **NOW THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby replaces the existing Procurement, Leasing and Contracting Policy (Resolution 2020-991) and adopts the revised policy effective March 16, 2021.

Dated this 16th day of March 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Operations and Capital Programs
c: Auditor, PA

R. Blain

Shannon Christen

From: Robert Blain
Sent: Tuesday, March 9, 2021 8:49 AM
To: Shannon Christen
Subject: FW: Procurement Department/Policy

Follow Up Flag: Follow up
Flag Status: Flagged

Robert Blain

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Monday, February 22, 2021 9:55 AM
To: Robert Blain <Robert.Blain@co.benton.wa.us>
Subject: RE: Procurement Department/Policy

I am not sure if I got back to you last week, but I have reviewed everything in the folder and they look good to me.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Robert Blain <Robert.Blain@co.benton.wa.us>
Sent: Tuesday, February 16, 2021 1:10 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: RE: Procurement Department/Policy

Eric,

Can you review the purchasing Policy in the following link? I have changed section 1.4 and 2.2. Also, there are 4 additional documents for assigning a Purchasing Agent and modifying the policy.

https://benton365.sharepoint.com/:f:/s/BC_OCP/Procurement/EtqJa43sMP9Ag6CU-oHaTeABy_Fqz5aE8XHwvOHNRbWvpA?email=Eric.Andrews%40co.benton.wa.us&e=GFT1Ub

Robert Blain

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Wednesday, February 10, 2021 8:36 AM
To: Robert Blain <Robert.Blain@co.benton.wa.us>
Subject: Procurement Department/Policy

Good morning Robert,

Did you already send me the link to everything? I just want to make sure I did not miss it as I do not want to delay in reviewing this for you. If you did not send, no rush, I just wanted to make sure I didn't miss something.

R/

Eric T. Andrews
Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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BENTON COUNTY PROCUREMENT, LEASING AND CONTRACTING POLICY

Approved September 11, 2012
Effective November 1, 2012
Revised November 20, 2012
Revised December 15, 2020
Revised March 16, 2021

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1.0 GENERAL

1.1 Purpose

This document is intended to direct the procurement or leasing of goods, construction of public works and acquisition of services at reasonable costs. An open, fair, documented process will be used in all instances as detailed in this policy. The integrity, efficiency, and effectiveness of the County's purchasing, leasing and contracting functions are critical elements of sound government.

1.2 Objectives

The objectives of the County's purchasing, leasing and contracting policies are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of County resources;
- To ensure equal opportunity and competition among vendors and contractors;
- To promote effective relationships and clear communication between the County and its vendors and contractors;
- To comply with the comprehensive Federal, State and local procurement statutes which govern expenditures of public funds.

1.3 Scope

This policy applies to the purchasing and leasing of and contracting for:

- Supplies, materials, or equipment
- Public works projects as defined by RCW 39.04.010 as now in effect or as hereafter amended
- Any professional or personal services (including architecture and engineering or design) or technical expertise e.g. information services

The policy does not apply to the acquisition, sale, or lease of real property. If grant funding is involved in the proposed purchase, lease, or contract, additional applicable requirements may be imposed by the funding agency. Such requirements may be more restrictive than the County's policy.

1.4 Purchasing Department

The County, as authorized by RCW 36.32.240, has created a Purchasing Department to centrally control purchasing in order to maximize the economies of scale and to have accountability through accounting controls.

In accordance with RCW 36.32.240 and RCW 36.92.080, the Purchasing Department shall have oversight of the purchasing process and shall contract on a competitive basis for all public works, enter into leases of personal property on a competitive basis, and purchase all supplies, materials, and equipment, on a competitive basis, above $5,000, for all departments of the County and Elected Officials. Purchases made by the County Road Fund, and the Equipment Rental and Revolving Fund may be done through the Purchasing Department.

Purchases of supplies, material, and equipment with a total cost less than $5,000 can be purchased directly by Elected Officials and Department Heads. Decentralized purchases below this threshold shall follow Section 2.0 of this policy. Delegation of certain lower-value purchasing to County Elected Officials and Department Heads is contingent on the clear understanding that all delegated purchasing must be conducted in compliance with the

Revised Code of Washington, the Benton County Procurement, Leasing and Contracting Policy and procedures released by the purchasing department. Failure to comply with this mandate may be justifiable cause for the loss of delegated purchasing privileges.

1.5 Controlling Laws, Regulations, Grants, and Requirements

All purchases, leases, and contracts shall comply with appropriate and relevant federal and state laws and county policies. If the appropriate and relevant federal or state laws, regulations, grants, or requirements are more restrictive than this policy, such laws, regulations, grants, or requirements must be followed. A Deputy Prosecuting Attorney from the Civil Division shall be consulted when questions arise regarding this policy.

1.6 Transactions Exempted from this Policy

This policy does not mandate procedures for: (i) intergovernmental property transfers; (ii) purchases or leases at auction; (iii) performance based contracts for the purchase or lease of energy equipment negotiated under RCW 39.35A; (iv) purchases, leases, or contracts for the printing of election ballots, voting machine labels, or any other election material containing the names of candidates and ballot titles; or (v) situations when competition among multiple vendors or contractors is not practical as outlined in RCW 39.04.280. Waiver of competitive bidding requirements pursuant to RCW 39.04.280 will be set forth in a resolution adopted by the Board of County Commissioners (BOCC) on a case by case basis in accordance with RCW 39.04.280(2).

1.6.1 Contracting under an Emergency Declaration

Only the County Administrator or their written designee can declare an emergency under RCW 39.04.280(1)(c) and (e). An emergency is as defined by RCW 39.04.280(3) as now in effect or hereafter amended. Once an emergency has been declared pursuant to RCW 39.04.280 (2)(b), a Deputy Prosecuting Attorney from the Civil Division shall be contacted for guidance on how to proceed.

1.7 Contract Length

All contracts for the purchase or lease of supplies, materials, or equipment, public works, or services shall be made for a period of no more than two (2) years, unless otherwise approved by the BOCC. This time period includes any contractual provision permitting extension of the contract.

1.8 Contract Management

All contracts will be input and tracked in the County's contract management software.

2.0 PURCHASE OR LEASE OF SUPPLIES, MATERIALS, OR EQUIPMENT

As authorized by RCW 36.32.253, RCW 36.32.245 and RCW 39.04.190, the BOCC hereby declares that advertisement and formal sealed bidding requirements set forth in RCW 36.32.245 may be dispensed with, under such circumstances and on such terms as set forth in Sections 2.2.1 - 2.2.3 below, for purchasing or leasing supplies, materials, or equipment valued at less than fifty thousand dollars ($50,000).

All purchases related to IT software and hardware shall be reviewed and purchased by the Information Technology Department per Resolution 2020-928 and approved by the BOCC.

2.1 Vendor Roster

The BOCC has entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Vendor Roster. On behalf of Benton County, MRSC is obligated to publish in a newspaper of general circulation within Benton County a notice of the existence of the roster or rosters and solicit the names of vendors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January and June of each year. Responsible vendors shall be added to appropriate MRSC Roster(s) at any time they submit, to MRSC, a written request and records sufficient to demonstrate they are a responsible bidder in accordance with RCW 39.04.350.

The MRSC Vendor Roster is located at www.mrscrosters.org/. Here you can search the Vendor Roster by Category or Alphabetically. Please contact the Commissioners' office for the User ID and Password.

A detailed list for all purchases or leases between ten thousand dollars ($10,000) and fifty thousand dollars ($50,000) made utilizing the vendors roster during a particular year shall be maintained by the BOCCs' office and posted for public inspection. The roster shall include the names of vendors solicited, purchase or lease description, awarding resolution number, and the amount of the purchase or lease.

Pursuant to RCW 39.04.200, a list must be posted at least once every two months of all contracts for purchases using the uniform process established in RCW 39.04.190.

2.2 Cost Thresholds

In accordance with RCW 36.32.245, the process for purchases or leases at the following dollar thresholds is as follows:

2.2.1 Purchases or Leases less than $5,000

Purchases or leases in this price range can be directly negotiated by the Department Head, Elected Official, or their designee in accordance with this policy.

2.2.2 Purchases or Leases between $5,000 and $10,000

Purchases or leases in this price range can be directly negotiated by the Purchasing Department in accordance with this policy.

2.2.3 Purchases or Leases between $10,000 and $50,000

In order to assure that a purchase or lease is awarded to the lowest responsible bidder (vendor); purchases or leases in this price range are to be approved by the BOCC pursuant to a written resolution. Attached to said resolution shall be a copy of written quotations from at least three (3) vendors on the vendor roster or proof of solicitation from at least 3 vendors, unless the product is such that it is not reasonable to obtain three (3) price quotes. The written quotes shall contain the following information and be in the following form:

- Vendor contact information (name, address, and phone number)
- Date obtained
- Price
- Expiration date of the quote (i.e. 30 days, 90 days, 1 year, etc.)
- Explanation as to why it is not reasonable to obtain three (3) price quotes, if three (3) quotes are not obtained

The purchase or lease shall not be made until after the resolution has been approved by the BOCC. All voucher requests to the Benton County Auditor shall have the resolution number documented on the voucher.

Vouchers submitted without BOCC approval shall be returned to the Department. The Department shall resubmit the voucher after BOCC approval.

2.2.4 Purchases or Leases of more than $50,000

Purchases or leases of supplies, materials, or equipment in amounts over fifty thousand dollars ($50,000) shall follow Section 6.0 Formal Sealed Competitive Bid Procedures as established in RCW 36.32.245 , unless otherwise exempt under RCW 39.04.280.

2.3 Guidelines for Determining Applicable Cost

When determining the amount of a purchase or lease and the procedure to be followed under Section 2.2, use the following guidelines:

2.3.1 Like-Kind Items

Like-kind items are commodities such as tires, fuel, uniforms, furniture or other items that could be purchased in bulk or sporadically throughout the fiscal year. Like-kind items are items of a similar nature not necessarily purchased from the same vendor, likewise, purchases of different items from one vendor may not constitute like-kind purchases.

2.3.2 Use Anticipated Aggregate Cost

When determining which bid threshold to use for like-kind items, the purchase for supplies, materials, or equipment must be evaluated based on the information known at the time of purchase. For instance, if there is a budget or otherwise anticipated expenditure for a specific type of item during the year, that amount is the applicable aggregate cost for determining the appropriate threshold for the procurement requirements. The total cost of the anticipated purchases for the year will be your anticipated aggregate cost if the purchases are completed at multiple times. Purchases cannot be disaggregated solely for the purpose of getting the individual purchases below bidding requirements (bid splitting).

If the purchase or lease agreement is for a multi-year term, the aggregate cost shall be the total estimated cost for all years covered by the purchase or lease agreement.

Example 1: If one pallet of toilet paper is to be purchased initially at an estimated cost, including sales tax, of $17,959, but a total of three pallets are expected to be purchased during the year at an aggregate cost of $53,877 ($17,959 times three), then the procurement falls within Section 6.0 Formal Competitive Bidding Procedures. Separate delivery times may be established for each phase of the purchase.

2.3.3 No Bid Splitting

Items ordinarily purchased or leased together shall not be split in order to attempt to meet a lower cost threshold and avoid competitive bidding, unless the two items are not available from a single vendor.

Example: If office furniture is being purchased or leased for a new office or conference room, the cost of the table and chair(s) would be considered together to compute the cost of the purchase or lease.

2.3.4 Costs Included

When determining the applicable cost threshold, all costs including taxes, freight, and installation charges shall be included as part of the cost.

2.4 Electronic Data Processing and Telecommunications Systems

RCW 39.04.270 allows the County to purchase electronic data processing and telecommunication equipment, software, or services that are compatible to the County's needs through competitive negotiation rather than through competitive bidding. At a minimum, a request for proposal (RFP) shall be prepared and submitted to an adequate number of qualified sources and a notice of the request for proposal shall be published in a newspaper of general circulation in the County at least thirteen (13) days before the proposals (bids, quotes, or prices) are to be received. All purchases related to IT software and hardware shall be reviewed and purchased by the Information Technology Department per Resolution 91-417 or any subsequent resolutions and approved by the BOCC.

3.0 ALTERNATIVES, ADDITIVES, AND REDUCTIONS

This section is regarding the contractual tools of alternates, additives, and reductions. As these tools can change the scope and cost of a project, one must seriously consider their inclusion and use within a contract. However, when properly executed, they can increase the benefit received through a procurement.

3.1 Description and Usage

Alternates, additives, and reductions are procurement tools that allow for variations to the scope of a project based on price. As variations to the scope of the project, they must be related to the base project, but are listed separately on the bid proposal. The inclusion of one or more of these tools in a bid will result in a base bid for the primary work, along with separate line items for alternates and additives and price deductions for reductions. Upon receipt of all bids from vendors or contractors, the department head, or elected official will determine which, if any, of alternates, additives, or reductions will be implemented.

An alternate is an exclusive option with respect to procurement; they allow for a choice of one thing over others. Alternates are listed separately from one another and the County is permitted to choose which it will implement. Alternates often are critical to the completion of the primary project, but provide variation with respect to how the project will be completed.

An additive is an addition to the primary project. It is listed separately and may be included in the awarded contract if funding permits.

A reduction is a contraction of the scope of the project. It is listed separately as a negative cost, that being the amount saved by not performing that portion of the project. Reductions are uncommon and should therefore be used only if necessary. A preferable option is to use the additive option and reduce the scope of the primary project (that portion that makes up the base bid).

3.2 Bid Comparisons Must Compare Same Components

Regardless of the procurement method used, bids using alternates, additives, or reductions must collect costs for each component of the bid in order to be considered valid. When comparing bids for award, the department head or elected official must award to the lowest responsible bidder for the combination of bid components selected (*e.g.*, if a contract has a base bid and three additives and the department head decides to award the contract based

on the base bid and additive 1, the lowest responsible bidder will be that bidder whose sum of base bid and additive 1 is the lowest, even if another bidder had a lower base bid).

The bid documents must contain a description of how alternates, additives and reductions will be considered when determining the lowest responsible bidder. Alternates may be chosen in any combination or order, however, additives and reductions must be listed in a sequential order and selected in that order. The County may not pick and choose alternates, additives or reductions with the explicit intent of changing the lowest responsible bidder.

4.0 PUBLIC WORKS PROJECTS

As defined in RCW 39.04.010, the term "public work" shall include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the County's cost, or which is by law a lien or charge on any property therein. All public works, including maintenance when performed by contract, shall comply with the provisions of RCW 39.12.

WAC 296-127-010(7)(b)(iii) defines ordinary maintenance as work performed by County employees and not contractors and that is performed on a regularly scheduled basis (e.g. daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year) to service, check or replace items that are not broken.

4.1 Defining Project Cost

RCW 35.22.620 defines the cost of a public works project as the costs of supplies, materials, equipment, and labor on the construction of that project.

4.2 Lowest Responsible Bidder

All contracts must be awarded to the lowest responsible bidder. RCW 39.04.350 outlines criteria that all bidders must meet in order to be considered responsible for public works contracts. When going out to formal bid, Benton County hereby adopts the additional relevant supplemental criteria for determining bidder responsibility as defined under RCW 39.26.160(2) as now in effect or hereafter amended. Such supplemental criteria for determining bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a bidder is not responsible, must be provided in the invitation to bid or bidding documents as provided in RCW 39.04.350. After reviewing the supplemental criteria during the formal bid process, if facts or circumstances arise that cause Benton County to believe that any responding bidder is not responsible, then the County representative must notify the bidder in writing of the fact that they are considered not responsible and include the specific reasons for that determination. After that notification, the bidder will then have a reasonable opportunity to submit supplementary material to rebut that determination. The County representative must reconsider the not responsible determination in light of the new information and must notify the bidder in question, in writing, of the final determination. If the final determination is that the bidder in question is actually responsible, then the project must be awarded to the lowest bidder, including that bidder. If the final determination is that the bidder in question is in fact not responsible, then, after waiting two (2) business days after the day when the non-responsible bidder has received the final determination, the project must be awarded to the lowest bidder excluding the bidder in question.

The lowest responsible bidder must have acknowledged the following by signature:

- Certification of Compliance with Wage Payment Statutes
- Assurance of Non-Discrimination
- Non-Collusion Declaration
- Certification of Public Works Training

4.3 Solicitation of Public Works

4.3.1 Limited Public Works Projects

The letting of contracts for public works with an estimated cost of less than fifty thousand dollars ($50,000) may be conducted pursuant to the small public works or limited public works process set forth in RCW 39.04.155. For limited public works projects (those estimated to cost less than $50,000) awarded under this alternative process, written invitations for bids will be solicited from a minimum of three contractors from the appropriate small public works roster. All bids must be submitted in writing, and Benton County may award the contract to the lowest responsible bidder. Such bids, the contractors' names and their registration numbers shall be reflected in the resolution adopted to award the contract. After an award is made, the written bids shall be open to public inspection and available either electronically or hard copy upon request. All other requirements set forth in RCW 39.04.155 will be followed for the Limited Public Works process.

4.3.2 Public Works Contracts Up To $350,000

For public works contracts with an estimated cost up to three hundred and fifty thousand dollars ($350,000), the County shall follow the advertisement and competitive bidding procedures set forth in RCW 36.32.250 or shall follow the small public works roster process authorized by RCW 39.04.155. The County may choose to follow this process for contracts with an estimated value less than $50,000.

4.3.2.1 Competitive Bidding Procedures

See Section 6.0

4.3.2.2 Small Works Projects

MRSC Small Works Roster

Per RCW 39.04.155 and RCW 36.77.075, Benton County and its officials and officers need not comply with the formal sealed bidding requirements set forth in RCW 36.32.250 and RCW 36.77.020 through RCW 36.77.040 for public works contracts for the construction, building, renovation, remodeling, alteration, repair, maintenance or improvement of county owned assets where the estimated cost is between fifty thousand dollars ($50,000) and up to three hundred and fifty thousand dollars ($350,000), inclusive of the costs of labor, material, equipment and sales and/or use taxes as applicable. For such projects, the small public works roster procedures as set forth herein may be used. The County may choose to follow this process for contracts with an estimated value less than $50,000. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small public works roster process.

The BOCC has entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Small Public Works Roster. On behalf of Benton County, MRSC is obligated to publish in a newspaper of general circulation within Benton County a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January and June of each year. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they

submit a written request and records sufficient to demonstrate they are a responsible bidder in accordance with RCW 39.04.350.

The MRSC Small Public Works Roster is located at www.mrscrosters.org/. Here you can search the Small Public Works Roster by Category or Alphabetically. Please contact the Commissioners' office for the User ID and Password.

Small Works Roster Process

Benton County officers or officials seeking to utilize the small public works roster shall use the following procedure in soliciting bids from contractors in the appropriate subsection of the MRSC Small Public Works Roster to assure that a competitive price is obtained:

A contract awarded from the Small Public Works Roster need not be advertised. Invitations for bids shall be written and include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This paragraph does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

If the Small Public Works Roster is used, bids shall be invited from all appropriate contractors on the appropriate Small Public Works Roster. All bids shall be submitted in writing. The amount of each bid and of any conditions imposed on the bid, as well as the contractors name and registration number, shall be reflected in the resolution adopted to award the contract. After an award is made, a copy of the resolution awarding the contract shall be placed in a file for small public works roster contracts by the BOCC and shall be open to public inspection, and available by telephone inquiry.

Bids submitted pursuant to the Small Public Works Roster process must include all items required of bidders in competitive bid situations, including but not limited to performance and payment bonds, specifications and retainage.

The BOCC office shall maintain a list of contractors contacted and contracts awarded during the previous twenty-four (24) months, including the name of the contractors, the contractors' registration numbers, the amounts of the contracts, a brief description of the type of work performed, and the date the contracts were awarded. Said list may be in the form of a compilation of all awarding resolutions if such resolutions include the requisite information.

Award

All written bids received pursuant to the small public works roster process set forth herein shall be submitted to the BOCC along with a recommendation for award of the contract to the lowest responsible bidder. The BOCC shall then make a decision to award the contract to the lowest responsible bidder pursuant to a resolution in the form required hereby or to reject all bids as authorized herein.

4.3.3 Public Works Contracts over $350,000

See Section 6.0 for all contracts which fall into the formal competitive bidding requirements.

4.3.4 Public Works Contracts $1 Million or more

RCW 39.30.060 specifies that in order for the bid of a prime contractor to be considered responsive, every bidder for a public works contract of over $1 million must submit (either with their bid or within one hour of the bid submittal time) the names of all subcontractors that will be used for heating, ventilation and air conditioning, plumbing, and electrical work, or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void.

4.4 Prevailing Wages

The County is mandated by RCW 39.12.040 to require contractors to pay prevailing wages on all public works contracts. A Statement of Intent to Pay Prevailing Wages must be received from a contractor before any payment is made, and an Affidavit of Wages Paid must be received following final acceptance of the work and before any retainage is released.

4.5 Performance and Payment Bonds

RCW 39.08.010 mandates that the County require a performance and payment bond for every public works contract. This ensures that the job will be completed and that all workers, vendors, and subcontractors will be paid. The bond(s) shall be executed by a bond company registered to do business in Washington State, in an amount equal to one hundred percent (100%) of the price specified in the contract. For contracts of one hundred fifty thousand dollars ($150,000) or less, the County may, at the option of the contractor and in lieu of the bond(s), retain ten percent (10%) of the contract amount, in addition to retainage required in Section 4.6, for a period of thirty (30) days after the later of the date of final acceptance or the receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment Security Department, and settlement of any liens filed under RCW 60.28.

4.6 Retainage

For each invoiced and approved progress payment the County shall withhold from the earned portion of that payment (i.e. excluding sales or other tax) five percent (5%) as retainage pursuant to RCW 60.28.011, subject to all further provisions of the remainder of RCW 60.28. Within ten (10) days following the execution of a contract for public works, the contractor shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.011(4). If such written election is not received, then the County may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.011(4) (a)-(c). Sixty (60) days after completion of all contract work, the County must release and pay in full the amounts retained during the performance of the contract subject to the provisions of RCW 39.12 and RCW 60.28. In lieu of the above, a contractor may submit a retainage bond for all or any portion of the contract retainage in a form acceptable to the County, and from a bonding company registered to do business in Washington State. The County may choose to waive the retainage requirements on contracts awarded using the small works roster process thereby assuming the liability for contractor's nonpayment of labor, suppliers, and

taxes (RCW 39.04.155(2)(f)). If the County chooses to waive the retainage requirements it must be stipulated in the bidding documents.

4.7 Change Orders

The BOCC must approve all change orders except for change orders for construction projects which are managed through Public Works or Operations and Capital Programs. These particular contracts may at times have unknown factors occur that may increase or decrease the total cost, which is addressed by a change order. The process of obtaining BOCC approval of a change order prior to implementing the change may cause a shutdown of the contracted project. With time being of essence the BOCC authorizes the County Administrator and Deputy County Administrator to approve change orders on contracts administered through the Public Works Department and Operations and Capital Programs Department; provided such change orders must also be approved by the department head. All approved change orders shall be ratified by the BOCC no later than two weeks after approval.

5.0 SERVICES

The County may contract with consultants to perform any of the services it is lawfully permitted to do itself. There are two types of services: Professional and general Services.

5.1 Professional Services

Professional services are services rendered by any person, other than as an employee of the County, who is contracted to perform activities within the scope of the general definition of professional practice for Architects (RCW 18.08), Engineers and Land Surveyors (RCW 18.43), or Landscape Architects (RCW 18.96). They include, but are not limited to:

- Architectural services
- Engineering services (civil, mechanical, electrical, structural, chemical, *etc*.)
- Land surveying
- Landscape Architects

It is generally accepted that any service that requires the entity providing the service to be licensed as an architect, engineer (various types), land surveyor, or landscape architect is considered to be a professional service. If the service does not require the person to be a licensed professional, then the service provided is most likely a personal service. (RCW 39.80).

5.2 General Services

All other services fall under two categories, those that involve technical expertise that is provided by the consultant to accomplish a specific task. These services are mostly intellectual in nature and licenses or certifications may or may not be required depending on the type of service rendered. These services are not subject to payment of prevailing wages and do not require bonds and retainage.

Typical examples are:

- Inmate physician services
- Translation services
- Accounting and auditing services
- Licensed Professional not included in Section 5.1

The other category of services are those provided by vendors for routine, necessary, and continuing functions of the County. These services mostly relate to physical activities. These services involve work that follows established or standardized procedures, complete very

specific tasks, contribute to day-to-day business operations, and do not require significant decision making by the vendor. These services may or may not be subject to payment of prevailing wages and may or may not require bonds and retainage and Professional Liability Insurance. These stipulations, if required, must be inserted into the Services Contract.

Typical examples are:

- Landscaping, building maintenance, and janitorial services
- Herbicide applications
- Recycling and waste disposal
- Vehicle inspection, maintenance, and repair

5.3 Solicitations & Contracting Requirements

5.3.1 Professional Services: RCW 39.80.010; .030 & .040 outline the requirements for obtaining services for architecture, and engineering or design. The requirements outlined in these RCW(s) and stated in these guidelines, must be carefully followed. Current statement of qualifications and performance data on file with MRSC shall be evaluated together with those that may be submitted by other firms regarding the proposed project. The County encourages architecture and engineering or design firms to submit a statement of qualifications and performance data annually to MRSC.

Discussions will be conducted with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. After selecting the most qualified firm the County will negotiate a contract at a price that the County determines is fair and reasonable. In making its determination, the County will take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the County is unable to negotiate a satisfactory contract with the most qualified firm at a price that is determined fair and reasonable, negotiations with that firm will be formally terminated by written notification. The next most qualified firm will then be selected and the process continued until an agreement is reached or the process terminated.

The County shall include options to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the professional communities involved.

All Professional Service Contracts will be executed by the BOCC.

5.3.1.1 Advertisement of Request for Qualifications (RFQ)

When contracting for architectural and engineering or design services, the RFQ shall be published in the County's official newspaper, on the Benton County website, and in any other media sources reasonably likely to attract sufficient numbers of potential service contractors. The advertisement should provide the general scope and nature of the project or work for which the services are required, the preferred format of the response, criteria for selection, submission deadline, and the contact information for a County representative who can provide further details. Advertisements should occur either by:

- Publishing an announcement for a specific project on each occasion when architectural and engineering or design services are required, or
- Publishing a general announcement for the County's projected requirements for any category or type of architectural and engineering or design services.

5.3.2 General Services:

Qualifications and performance are the primary considerations in selection of the contractor with price being secondary or subject to negotiation. 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. Solicitations and contracts issued for services need to provide a detailed outline of the work to be performed and identify whether prevailing wages, bonds and retainage are required.

The procedures used for the individual circumstance will be documented for the selection in the approved resolution to execute the contract. Services, except as defined in Section 5.5, will have a contract approved and executed by the BOCC and the service shall not be performed until after the contract has been approved by the BOCC. All voucher requests to the Benton County Auditor shall have the resolution number documented on the voucher.

5.4 MRSC Consulting Roster

The BOCC has entered into an annual agreement with Municipal Research and Services Center of Washington (MRSC) to create and maintain Benton County's Consulting Roster. On behalf of Benton County, MRSC will publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Such notice of solicitation shall be published twice a year, during January and June of each year. Responsible contractors shall be added to appropriate MRSC Roster(s) at any time that they submit a written request and records sufficient to demonstrate they are a responsible bidder in accordance RCW 39.04.350.

The MRSC Consulting Roster is located at www.mrscrosters.org/ You can search the Consulting Roster by Category or Alphabetically. Please contact the Commissioners' office for the User ID and Password.

5.5 Cost Thresholds for Service Contracts

Service contracts with a total cost less than five thousand dollars ($5,000) may be executed by the Purchasing Agent in accordance with this policy. Documentation of the solicitation process along with reasoning for selecting the contractor shall be retained with the project file.

For services in an amount exceeding five thousand dollars ($5,000), see Section 5.3.2.

6.0 FORMAL SEALED COMPETITIVE BIDDING

The County may satisfy its obligation to make a purchase or lease after a formal sealed competitive bidding process or through intergovernmental cooperative purchasing or leasing agreements as discussed in Section 10.0. If the process in Section 10.0 is not utilized to satisfy a required formal sealed competitive bidding process, the procedure set forth in Section 6.0 shall apply.

6.1 Formal Bid Solicitation

Good business practice calls for using a notification process that will reach the most potential bidders and allow enough time for responsive bids to be prepared. It is strongly recommended that departments not rely solely upon the advertisement in the official newspaper of Benton County to solicit bids. Departments should research and solicit any and all vendors or contractors that may be able to provide the supplies, materials, or equipment specified in the bid packet.

Before starting a bid packet, a bid number shall be obtained from the BOCCs' Procurement and Contract Coordinator and such number shall be included on all bid documents. A bid packet shall be prepared and submitted to a Deputy Prosecuting Attorney from the Civil Division for review. Finally, a resolution with the approved bid packet shall be placed before the BOCC requesting permission to proceed with the advertisement and bid process.

A solicitation of bids must be approved in a meeting by the BOCC. Once the solicitation is approved an advertisement in accordance with RCW 36.32.250 shall be published in the official County newspaper and posted on the Benton County website. An advertisement shall also be published in a legal newspaper of general circulation in or as near as possible to that part of the county in which such work is to be done. If the county official newspaper is a newspaper of general circulation covering at least forty percent of the residences in that part of the county in which such public works are to be done, then the publication of an advertisement of the applicable specifications in the county official newspaper shall be sufficient. Advertisements shall be published at a minimum once and at least thirteen (13) days prior to the last date upon which bids will be received and should include the following items:

- Title of the project
- Nature and scope of the work
- Materials and Equipment to be furnished, if any
- Where contract documents (plans, specifications, *etc.*) may be obtained
- Cost to obtain a set of contract documents
- Place, date, and time that sealed bids are due and will be opened
- Statement that a bid bond must accompany the bid
- Statements that the County retains the right to reject any or all bids, and to waive minor irregularities in the bidding process
- Statements that the public works contract will be awarded to the lowest responsible bidder under the criteria set forth in RCW 39.04.350 and RCW 39.26.160(2) or the purchase or lease of supplies, materials or equipment will be awarded to the lowest bidder in accordance with RCW 39.30.040.

6.2 Bid Specifications

All bid specifications shall be in writing and filed at the office of the Clerk of the BOCC for public inspections.

Bid specifications should incorporate a clear and accurate description of the technical requirements for the merchandise, service to be purchased, leased or Public Works project to be completed. Such descriptions should not contain features that unduly restrict competition. When it is impractical or uneconomical to make clear and accurate description requirements, a brand name or equal description may be used. The responsibility of demonstrating to the County's satisfaction that the material, product, or service is equal to that which has been specified shall be on the bidder proposing the substitution. Requests for approval of

substitutions must be made with sufficient time to allow the County to adequately review the proposal, including time for bidders to respond to questions and requests for additional information or clarification. The County has no obligation to accept proposed substitutions. Acceptance of a substitute merchandise or service proposed as an equal to that which has been specified will be made in writing. If the substitute merchandise or service is accepted prior to the bid opening date and time, other bidders will be notified to the extent practical.

6.3 Cancellation

In the County's sole discretion an invitation for bids may be cancelled at any time prior to bid opening.

6.4 Submittal of Bids

Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. Each bid will be date and time stamped as it is received. Late bids will not be accepted. If the bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time. No County representative shall inform a contractor of the terms or amount of any other contractor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the County may not negotiate with bidders. The contract must be awarded to the lowest responsible bidder and any or all bids may be rejected for good cause pursuant to RCW 36.32.245 and RCW 36.32.250. A written record shall be made of each contractor's bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations shall be recorded, open to public inspection, and available by telephone inquiry. Original specifications and the original bid responses will be retained for review and audit as required.

Additionally, per RCW 36.32.250 no formal bid may be considered for public work unless it is accompanied by a bid deposit in the form of a bond, on the County furnished form, postal money order, cashier's check, or certified check in an amount equal to five percent (5%) of the amount of the bid proposed. . If the bidder to whom the contract is awarded fails to enter into the contract and furnish the performance bond and payment bond as required within ten (10) days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the County and the contract awarded to the next lowest, responsible bidder. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project. The bid deposit of all unsuccessful bidders shall be returned after the contract is awarded and the required performance bond and payment bond given by the successful bidder is accepted by the person designated in the bid specifications.

6.5 Award

Once the bids have been opened and read in public at the time and place specified in the advertisement, the department shall tabulate, evaluate, and submit a resolution to the BOCC awarding the contract to the lowest responsible bidder as defined in RCW 39.04.350 and RCW 39.26.160(2) or awarding the purchase or lease of supplies, materials, or equipment to the lowest bidder in accordance with RCW 39.30.040. Any or all bids may be rejected for good cause and further calls for bids may be made in the same manner as the original bid process. Immaterial irregularities in bid proposals may be waived. If the award does not go to the lowest bidder, a full and complete statement of the reasons shall be prepared by the department and retained with any other papers relating to the transaction.

6.6 Publishing Bid Results

Per RCW 39.04.105, the County must provide, if requested by a bidder within two days of the bid opening, copies of the bids received. The apparent low bidder may be announced but bid

results are not official and, per RCW 36.32.245, will not be published until the award has been made by the BOCC.

6.7 Performance and Payment Bonds

A performance bond and a payment bond, on County furnished forms, in accordance with Section 4.5 is required for Public Works projects.

7.0 UNIT PRICED CONTRACTS

The County is authorized to use Unit Priced Contracts per RCW 36.32.235(9). A Unit Priced Contract is competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the County, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.

Unit Priced Contracts allow the County to contract for multiple or recurring small public works projects over time without having to bid each project separately. This saves the County time and money, especially for unanticipated projects that may arise at the last minute. Unit Priced Contracts are often used for repair, renovation, or maintenance of public facilities, all of which fall under "public work" as defined in RCW 39.04.010(4).

While traditional public works contracts are awarded for specific projects/scopes with a specific total dollar value, Unit Priced Contracts are not associated with a particular project, do not guarantee any amount of work, and do not establish a total dollar value (although the contract may cap the dollar value at a certain level over the life of the contract). Instead, the agency agrees to pay a defined "unit price" for certain types of anticipated (but unplanned) work or trades over a certain time period.

7.1 Defining Project Cost

The prices for different tasks may be based upon different units. Commonly used units include:

- Weight, such as tons
- Surface area, such as square feet or acres
- Volume, such as gallons or cubic yards
- Length/depth, such as linear feet or vertical linear feet
- Time, such as hours
- Quantity of items
- Lump sum per task

7.2 Project Work Orders

When a specific project is identified, individual work orders are authorized based upon either a "not-to-exceed" time and materials basis or a negotiated lump sum amount using the previously established unit prices.

7.3 Contract Length

Unit Priced Contracts must be executed for an initial contract term not to exceed one year, with the County having the option of extending or renewing the unit priced contract for one additional year.

7.4 Solicitations

Invitations for unit price bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the County will issue or release work assignments, work orders, or task authorizations pursuant to a Unit Priced

Contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. The contract must be awarded to the lowest responsible bidder as defined under RCW 39.04.010. Whenever possible, the County must invite at least one bid from a certified minority or woman contractor who otherwise qualifies under this section.

7.5 Prevailing Wages

Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter RCW 39.12. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit Priced Contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

7.6 Bid Limits

Unit Priced Contracts are subject to the Public Works Projects requirements detailed in Section 4.0. If a Unit Priced Contract is bid using the Small Public Works requirement, the contract amount shall not exceed the Public Works bidding limits for Small Public Works contracts including additional contract amounts if the contract time is extended.

8.0 INSURANCE

Contracts for public works and services shall contain requirements for contractor-provided insurance, as deemed necessary by the County's Risk Manager.

9.0 CONTRACT AMENDMENTS, TERMINATIONS, OR RESCINDING RESOLUTIONS

The BOCC must approve and sign all contract amendments where the original contracts were executed by the BOCC except as otherwise provided in this policy. Any contract signed by the BOCC is considered binding until it is terminated or expires. If a contract manager seeks to terminate a contract , he or she shall consult with a Deputy Prosecuting Attorney from the Civil Division to obtain legal advice as to if and how the contract may be terminated. When preparing a resolution for the BOCC authorizing or directing the termination of such contract the following language shall be included in said resolution:
"WHEREAS, the departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed this resolution."

10.0 WASHINGTON STATE MASTER CONTRACT USAGE AGREEMENT

Per Res. 2013-431, pursuant to RCW Chapter 39.34, the BOCC approved the Washington State Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services ("DES").

10.1 Using Department of Enterprise Services Contracts

The County may make use of DES contracts that permit such use. The County must check with other suppliers to ascertain that it is obtaining the best price.

Purchases of $10,000 or more must be approved by the BOCC by resolution with an explanation in the Agenda Action Sheet of the County's efforts in checking the price. All voucher requests to the Benton County Auditor shall have the resolution number documented on the voucher.

11.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

RCW 39.34.030 allows the County to join with other governmental agencies for purchases or leases. This may be done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an interlocal agreement). The host agency must comply with its statutory contracting requirements and post the solicitation online (RCW 39.34.030(5)(b)). The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing or leasing cooperative or similar service contractor, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

Per RCW 39.34.030(2) the BOCC shall approve all Cooperative Purchasing Agreements by resolution.

11.1 Using Cooperative Purchasing Agreements

The County may make use of cooperative purchasing group contracts if the County is a member of that group. All Cooperative Purchasing Group memberships shall be approved by resolution of the BOCC. The County must check with other cooperative purchasing groups of which the County is a member and/or other suppliers to ascertain that it is obtaining the best price. Purchases of $10,000 or more must be approved by the BOCC by resolution with an explanation in the Agenda Action Sheet of the County's efforts in checking the price. All voucher requests to the Benton County Auditor shall have the resolution number documented on the voucher.

11.2 Joint Purchases or Leases with other Government Agencies

The County may also make a bid call with another government entity as a joint purchase or lease that complies with the procurement requirements of both jurisdictions. When practical, the County should include language in its solicitations that allows other public agencies to purchase or lease from the County's contracts, provided that other agencies provide similar rights and reciprocal privileges to Benton County. The BOCC shall approve all Intergovernmental Cooperative Purchasing Agreements.

11.3 Purchases From or Sales To Other Government Agencies

Purchases between government agencies and the County will be done per RCW 39.33.010 and detailed in a Memo of Understanding (MOA) between the two agencies. The MOA will be signed by the County Administrator for the County for items less than $10,000. MOA's for items above $10,000 will be signed by the BOCC.

12.0 CODE OF CONDUCT

Benton County maintains an Ethics Policy and expects employees to conduct County business in accordance with that policy, all relevant laws, in a fair and ethical manner, with the intention of serving the good of the public and not for personal benefit/gain and/or private advantage. Employees are prohibited from engaging in activities that conflict with what is in the best interest of the County. Each employee is personally responsible for knowing and following the County's Ethics Policy. Each employee has a duty to use County resources in all their forms for the best and highest use of the County.

No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

13.0 COMPLIANCE WITH POLICY

Per RCW 39.30.020 an intentional or willful violation of any of the provisions in this policy may result in liability to the individual(s) involved. Elected Officials, Department Managers, and County employees should be aware of possible personal penalties, termination, and financial liability for intentional or willful violation of competitive bidding laws.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Authorization for the Corrections Department to purchase Kitchen Serving Table from Smith & Greene, A Division of Edward Don & Company utilizing WA State Contract 03215.
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

The current serving table has been in place since the construction of the Jail Kitchen in 2001 and needs to be replaced.

Washington State Contract No. 03215 allows for the purchase of commercial food service equipment.

A Purchase Agreement has been prepared to allow the purchase of the serving table utilizing Washington State Contract No. 03215; has been approved by our Deputy Prosecuting Attorney; and has been signed by Smith & Greene, a Division of Edward Don & Company

Fiscal Impact

Amount: $15,165.28 not including WSST

Fund: Jail Depreciation Fund

Recommendation

The Procurement & Contracts Coordinator recommends the Board approve the purchase of one serving table for Jail Kitchen in an amount not to exceed $15,165.28 not including WSST from Smith & Greene, a Division of Edward Don & Company utilizing Washington State Contract No. 03215

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 (1) SERVING TABLE FOR THE JAIL KITCHEN FROM SMITH & GREENE, A DIVISION OF EDWARD DON & COMPANY UTILIZING WASHINGTON STATE CONTRACT NO. 03215

WHEREAS, the current serving table has been in place since the construction of the Jail Kitchen in 2001 and needs to be replaced; and

WHEREAS, Washington State Contract No. 03215 allows for the purchase of commercial food service equipment; and

WHEREAS, a Purchase Agreement has been prepared to allow the purchase of the serving table utilizing Washington State Contract No. 03215; has been approved by our Deputy Prosecuting Attorney; and has been signed by Smith & Greene, a Division of Edward Don & Company; and

WHEREAS, the Procurement & Contract Coordinator recommends the purchase of the serving table utilizing the Washington State Contract; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Procurement & Contract Coordinator's recommendation and approves the Purchase Agreement for the purchase of one (1) serving table for the Jail Kitchen, with the total not to exceed $15,165.28 not including WSST from Smith & Greene, Division of Edward & Don, utilizing Washington State Contract No. 03215; and

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

BE IT FURTHER RESOLVED, the new serving table will be purchased from the Jail Depreciation Fund.

Dated this 16th day of March, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest_____
Clerk of the Board

Original: Purchasing
cc: Auditor

P. Schut

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: Smith & Greene, A Division of Edward Don & Company
Vendor Code:
Vendor Contact: Cameron Danby, Customer Service Representative
Vendor Contact Phone: (800) 232-8050
Vendor Principal Place of Business: 521 8th Street SW, Suite D Auburn, WA 98001

AGREEMENT:
The Vendor agrees to make available the goods provided in Exhibit A to Benton County under the terms described herein.

Ship To:	Bill To:
Benton County Jail 7122 W. Okanogan Pl. Bldg. B Kennewick, WA 99336	Benton County Purchasing Department 7122 W. Okanogan Pl. Bldg. A Kennewick, WA 99336

Line	Description	Qty		
	Vendor agrees to provide a custom designed serving table for the Benton County Jail Kitchen as detailed in Exhibit A for the purchase at the price in Exhibit A, as currently in effect, or hereafter amended pursuant to the Washington State Contract No. 03215.	1		

The term of this Agreement shall commence upon signature of both parties and shall expire 07/31/2021.

This purchase agreement incorporates by reference all terms and conditions issued off the Washington State Contract # 03215 (copy attached hereto as Master Contract) as well as the Price Worksheet (attached as Exhibit A); as a registered member of the Washington State Co

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 Washington State Contract # 03215
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: Paul Schut
Address: 7122 W. Okanogan Pl, Bldg A
Kennewick, WA 99336
Phone: 509-737-3943
Email: Paul.Schut@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Eric Andrews, 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): Smith & Greene, A Division of Edward Don & Company 3/2/2021

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Edward Don & Company

Quote

01/25/2021

To:	Project:	From:
BENTON COUNTY (d/c 02) SHANNON CHRISTEN 7122 W OKANOGAN PLACE BLDG A KENNEWICK , WA 99336-2359 509-786-5611	BENTON COUNTY (d/c 02) - Caddy 7122 W OKANOGAN PLACE BLDG A KENNEWICK , WA 99336-2359	Edward Don & Company Cameron Danby 9801 Adam Don Parkway Woodridge, IL 60517-8136 (708)442-9400

Customer ID: 0001206916 Job Reference Number: 971697

Item	Qty	Description	Sell	Sell Total
1	1 ea	**ROLLER TABLE** Caddy Model No. CUSTOM Quote # 0036616 REVISED ROLLER TABLE (1) 8'-0" LONG (1) 7'-0" ROLLER PAN (3) RA-29 STAINLESS DROP IN ROLLER SECTIONS IN LIEU OF PLASTIC (4) 12" x 20" CUT-OUTS FOR PANS (4) UNDER SHELVES (1) CORRECTIONAL PACKAGE (1) LOT STAINLESS SKIRTING	$11,965.28	$11,965.28
			ITEM TOTAL:	**$11,965.28**
2	1 ea	**FREIGHT COST** Caddy Model No. CUSTOM ROLLER TABLE FREIGHT TO ZIP CODE 99336 FREIGHT QUOTE IS VALID FOR A PERIOD 45 DAYS	$3,200.00	$3,200.00
			ITEM TOTAL:	**$3,200.00**
			Total	$15,165.28

Washington State Contract #03215 for Foodservice Equipment and Supplies

All items quoted as alternate or optional are not included in any totals. This quotation is valid for 30 days from date of quotation, unless otherwise specified.

FOB Destination, freight charges are prepaid by the Edward Don Company to Kennewick, WA
Freight charges do not include lift gate, inside delivery, delivery notification, crating fees, driver verification, un crating, setting-in place, final connections, installation, Hazmat fees or trash removal, unless specifically stated in the quote above.
REFUSE FREIGHT DAMAGED EQUIPMENT. In the event of freight damage, please note 'damaged/refused' on the bill of lading and contact Smith and Greene so we can start working on a replacement.
CANCELLATION AND RETURN POLICY
Any standard buyout item is returnable at no cost to the end user, as long as it is unused, in the original crating/packaging, and we are notified of the return within 60 days of receipt. There will be no restocking or freight cost to the end user. If a product is used, un-crated, or outside the 60 day window, we will work diligently with the end user to come up with an equitable solution.
Custom items are non-returnable. Custom items will be noted on the quote and may include an approval drawing.
This quote is for product only and final billing will include freight, taxes, and any

Init ial: _____

vendor special charges related to this order. Customer specifically acknowledges and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase order language to the contrary. Prices are valid for 30 days from the date of this quote and are subject to manufacturer price increases.

This quote is for product only and final billing will include freight, taxes, and any vendor special charges related to this order. Customer specifically acknowledges and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase order language to the contrary. Prices are valid for 30 days from the date of this quote and are subject to manufacturer price increases.

Acceptance: Date:

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $15,165.28

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Sixth Amendment to the Personal Service Contract between Benton County and Keefe Commissary Network, LLC
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Commander Shelton; Robert Blain

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

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

Summary / Background Information

Per Resolution 2015-926 dated December 22, 2015 the Board of Benton County Commissioners entered into a Personal Service Contract with Keefe Commissary Networks, LLC to provide "as needed" inmate commissary services for the Benton County Sheriff's Office, with a term beginning January 1, 2016 and expiring December 31, 2017.

The First through Fifth Amendments were either to extend the contract or amend the standard fee structure as further outlined in the attached Resolution.

Keefe provided Benton County a proposed contract to renew services which includes an upgrade to a cloud base system, inmate release debit cards, new tablets for inmate use, and a new commissary menu.

The attached Sixth Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through June 30, 2021 or the effective date of the parties' next Personal Service Contract, while maintaining the rest of the Contract in full force and effect, to allow additional time to negotiate the new proposed contract.

Fiscal Impact

No fiscal impact with this amendment.

Recommendation

Approve the attached Resolution and Sixth Amendment to the Personal Service Contract between Benton County and Keefe Commissary Network, LLC and authorize the Chairman of the Board to sign the Sixth Amendment attached hereto.

Suggested Motion

Approved as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE SIXTH AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND KEEFE COMMISSARY NETWORK, LLC FOR "AS NEEDED" INMATE COMMISSARY SERVICES FOR THE BENTON COUNTY CORRECTION DEPARTMENT

WHEREAS, per Resolution 2015-926 dated December 22, 2015 the Board of Benton County Commissioners entered into a Personal Service Contract with Keefe Commissary Networks, LLC to provide "as needed" inmate commissary services for the Benton County Sheriff's Office, with a term beginning January 1, 2016 and expiring December 31, 2017; and

WHEREAS, per Resolution 2016-299 dated April 12, 2016 the First Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect; and

WHEREAS, per Resolution 2017-830 dated December 5, 2017 the Second Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through December 31, 2019, while maintaining the rest of the Contract in full force and effect; and

WHEREAS, per Resolution 2019-104 dated January 29, 2019 the Third Amendment was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect; and

WHEREAS, per Resolution 2019-913 dated December 10, 2019 the Fourth Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2020 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect; and

WHEREAS, per Resolution 2020-150 dated February 25, 2020 the Fifth Amendment was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2021 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect; and

WHEREAS, the attached Sixth Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through June 30, 2021 or the effective date of the parties' next Personal Service Contract, while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Sixth Amendment, amending Section 2 – Duration of Contract to extend the current Contract through June 30, 2021 or the effective date of the parties' next Personal Service Contract, while maintaining the rest of the Contract in full force and effect; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Sixth Amendment to the Personal Service Contract between Benton County and Keefe Commissary Network, LLC.; and

BE IT FURTHER RESOLVED, the term of Contract shall begin January 1, 2016 and shall expire June 30, 2021 or the effective date of the parties' next Personal Service Contract.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest _____
Clerk of the Board

Original: BCCD
cc: Auditor; PA; Keefe

L. Small

Sixth Amendment to

Personal Service Contract

Between

Benton County and Keefe Commissary Network, LLC

This Contract Amendment, made and entered into this _____ day of _____, 2021 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **KEEFE COMMISSARY NETWORK, LLC**, a Missouri limited liability company, with its principal office at 10880 Linpage Place, St. Louis, MO 63132 (hereinafter "CONTRACTOR").

Recitals

Whereas, COUNTY and CONTRACTOR entered into a Personal Service Contract dated December 22, 2015 (the "Contract") whereby the CONTRACTOR has agreed to provide "as needed" inmate commissary services for the COUNTY, as set forth more fully in said Contract.

Whereas, the First Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect.

Whereas, the Second Amendment to said Contract was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through December 31, 2019, while maintaining the rest of the Contract in full force and effect.

Whereas, the Third Amendment to said Contract was necessary as both parties wished to amend Section 5.a. of Attachment A - Scope of Services, referenced within the Contract to allow for new Standard Fee Structure, while maintaining the rest of the Contract in full force and effect.

Whereas, the Fourth Amendment to said Contract was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2020 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect.

Whereas, the Fifth Amendment to said Contract was necessary as both parties wished to amend Section 2 – Duration of Contract to extend the current Contract through March 31, 2021 to allow additional time to negotiate a new contract, while maintaining the rest of the Contract in full force and effect.

Whereas, the attached Sixth Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract through June 30, 2021 to allow additional time to negotiate a proposed contract, while maintaining the rest of the Contract in full force and effect.

Now, therefore, in consideration of the provisions and agreements set forth herein, the parties agree that all provisions of their original Contract, and any amendments thereto, shall remain in effect except the below section which is amended as follows:

a) Section 2. DURATION OF CONTRACT - is hereby deleted and replaced in its entirety with the following:

The term of this Contract shall begin January 1, 2016 and shall expire upon the earlier of June 30, 2021 or the effective date of the parties' next Personal Service Contract for the provision of inmate commissary services. 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.

IN WITNESS WHEREOF, the Parties to this Contract Amendment have executed this Amendment to take effect upon signature of both Parties.

BENTON COUNTY

Jerome Delvin, Chairman

Title: Benton County Commissioner

Date: _____

KEEFE COMMISSARY NETWORK, LLC

John Puricelli

Title: Executive Vice President

Date: 3/4/21

Approved as to form:

Ryan J. Lukson
Civil Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Amending Resolution 2020-239 - Subscription Agreement with Lexipol, LLC
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Commander Shelton

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

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

Summary / Background Information

Per Resolution 2020-239 dated March 17, 2020, the Board of Benton County Commissioners approved the subscription with Lexipol, LLC to assist the Benton County Corrections Department with Custody Policies and Daily Training Bulletins for an annual amount of $18,131.00 and all Implementation Options for a one-time total amount of $41,225.00 and authorized the Chairman of the Board to sign the Terms and Conditions for Use of Subscription Material attached hereto for a total initial amount of $59,256.00 to be paid out of 1/10 Criminal Justice Fund, any extended annual subscription amount of $18,131.00 shall be paid from Current Expense, Dept 120.

As per Section 3.1 of said agreement, Lexipol reserves the right to increase pricing for subsequent contract years for the annual subscription.

The annual subscription renewal was received for 2021 in the amount of $18,675.00, which is a 3.0% increase from the initial annual subscription amount.

Fiscal Impact

Annual subscription amount of $18,675.00 for 2021 and then any additional annual increases while the agreement is in place. Said expenditures shall be paid out of Current Expense, Dept 120.

Recommendation

Approve the attached Resolution amending Resolution 2020-239 to allow for annual subscription increases as written in the executed agreement.

Suggested Motion

Approved as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL FROM LEXIPOL, LLC IN ORDER TO PROVIDE POLICY MANUALS AND DAILY TRAINING BULLETINS FOR THE BENTON COUNTY JAIL; AMENDING RESOLUTION 2020-239

WHEREAS, per Resolution 2020-239 dated March 17, 2020, the Board of Benton County Commissioners approved the subscription with Lexipol, LLC to assist the Benton County Corrections Department with Custody Policies and Daily Training Bulletins for an annual amount of $18,131.00 and all Implementation Options for a one-time total amount of $41,225.00 and authorized the Chairman of the Board to sign the Terms and Conditions for Use of Subscription Material attached hereto for a total initial amount of $59,256.00 to be paid out of 1/10 Criminal Justice Fund, any extended annual subscription amount of $18,131.00 shall be paid from Current Expense, Dept 120; and

WHEREAS, Section 3.1 of said agreement, Lexipol reserves the right to increase pricing for subsequent contract years for the annual subscription; and

WHEREAS, the annual subscription renewal was received for 2021 in the amount of $18,675.00 as per the attached invoice number INVLEX795, which is a 3.0% increase from the initial annual subscription amount; **NOW, THEREFORE**

BE IT RESOLVED, said subscription agreement shall commence April 1, 2020 and expire March 31, 2021. The term will automatically renew for one (1) year periods of time on April 1st of each year unless the County provides written notice of termination to Lexipol by March 1st of each year. Any extended annual subscription amount of $18,131.00 or allowable increase pricing for subsequent contract years per Section 3.1 of said agreement shall be paid from Current Expense, Dept 120.

BE IT FURTHER RESOLVED, Resolution 2020-239 is hereby amended.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest:_____
Clerk of the Board

_____
Member

Original: BCCD
cc: Auditor; S. Godinez; Lexipol, LLC

Small

LEXIPOL

POLICE1) CORRECTIONS1)

FIRERESCUE1) EMS1) GOV1)

Invoice

Date	3/1/2021
Invoice #	INVLEX795
Terms	Net 30
Due Date	3/31/2021
PO #	

NOTICE: WE HAVE A NEW MAILING ADDRESS.
Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX 75034

Bill To

Benton County Corrections Department
7122 W Okanogan Pl Bldg B
Kennewick, WA 99336

End User

Benton County Corrections Department
7122 W Okanogan Pl Bldg B
Kennewick, WA 99336

Contract Term

4/1/2021 to 3/31/2022

Item	Amount
Annual Corrections Policy Manual & Daily Training Bulletins	16,600.00
Annual Corrections Supplemental Manual(s)	2,075.00

Your price above includes a 15% discount.

Invoice Total	18,675.00
Amount Due	$18,675.00

Contact Information:
Phone: 844-312-9500
Email: receivables@lexipol.com

ACH Payments to:
Lexipol LLC
Routing# 031207607
Account# 8026454197
PNC Bank, N.A.
2 Tower Center Blvd
East Brunswick, NJ 08816
Payment Notice to

Please Make Checks Payable to:
Lexipol LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Service Contract between Benton County and Day Management Corp., dba/Day Wireless Systems
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Michael McGhan; Robert Blain

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

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

Summary / Background Information

Benton County has contracted with Day Management Corp. dba/Day Wireless Systems for many years to perform the installation and maintenance of electronic equipment in vehicles as well as the handheld equipment carried by our deputies and corrections officers, with the latest contract terminating December 31, 2020.

The County Fleet Superintendent recommends entering into an agreement with Day Management Corp. dba/ Day Wireless Systems for continued service and support to county communication and public safety systems to cover all services for calendar years 2021 and 2022 at the following rates:

$90.00/hour for vehicle work and field travel time
$90.00/hour for all other technical service work
$120.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required

Fiscal Impact

Expenditures for said services shall come out of each appropriate County department budget who utilizes the contract or the ER&R budget if appropriately in the replacement plan.

Recommendation

Approve the attached Resolution and Personal Service Contract between Benton County and Day Management Corp. dba/Day Wireless Systems for a contract amount not to exceed $360,000 including WSST, with a contract commencing January 1, 2021 and terminating December 31, 2022.

Suggested Motion

Approved as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND DAY MANAGEMENT CORP., DOING BUSINESS AS, DAY WIRELESS SYSTEMS FOR SERVICES AND SUPPORT TO COUNTY COMMUNICATION AND PUBLIC SAFETY SYSTEMS

WHEREAS, per Resolution 2020-991… Section 5.3.2 General Services states "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County has contracted with Day Management Corp. dba/Day Wireless Systems for many years to perform the installation and maintenance of electronic equipment in vehicles as well as the handheld equipment carried by our deputies and corrections officers, with the latest contract terminating December 31, 2020; and

WHEREAS, the County Fleet Superintendent recommends entering into an agreement with Day Management Corp. dba/ Day Wireless Systems for continued service and support to county communication and public safety systems to cover all services for calendar years 2021 and 2022 at the following rates:

$90.00/hour for vehicle work and field travel time
$90.00/hour for all other technical service work
$120.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Fleet Superintendent's recommendation and hereby awards the personal service contract to Day Management Corp., dba/Day Wireless Systems at the above rates with a total amount not to exceed $360,000 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Personal Service Contract between Benton County and Day Management Corp., dba/Day Wireless Systems; and

BE IT FURTHER RESOLVED the term of the attached contract commences January 1, 2021 and expires on December 31, 2022.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest: _____
Clerk of the Board

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington

Orig: ER&R
cc: Auditor, S. Godinez, Day Wireless.

Prepared by L. Small

BENTON COUNTY
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

This Contract is made and entered into by and between **BENTON COUNTY**, political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DAY MANAGEMENT CORP., doing business as DAY WIRELESS SYSTEMS**, an Oregon corporation authorized to do business in the State of Washington, with its principal offices at 4700 SE International Way, Milwaukie, OR 97222 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions, (this document)

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The provision of services and equipment in support of COUNTY's communication and public safety systems; to include radios and radio parts & peripherals (for mobile radios, patrol portable radios, emergency equipment, and other parts necessary for the outfitting & equipping of COUNTY vehicles, boats, and aircraft.

b. CONTRACTOR further agrees to provide ongoing maintenance, for the equipment described in section 3a, which shall include the labor and parts required to repair equipment, which has become defective through normal wear and usage. The equipment will be maintained by the CONTRACTOR in accordance with these standards:

1. Motorola parts of equal quality will be used.

2. Oil, water, dust and foreign substances will be removed from the equipment.

3. The equipment will not be subject to mechanical abuse.

4. The equipment will be maintained at the levels necessary to provide the required communication.

5. Routine maintenance procedures will be followed.

6. All maintenance work will be done by qualified technicians. The equipment will be inspected and adjusted periodically and as often as required.

c. The COUNTY shall notify the CONTRACTOR in the event of the failure or malfunction of the unit. If the CONTRACTOR fails to repair the unit within a reasonable time, the COUNTY shall notify the CONTRACTOR in writing. After said notice from the COUNTY to the CONTRACTOR, the CONTRACTOR shall be liable for any interruption or interference affecting the use of or transmission through the equipment maintained to the extent of a pro rate allowance based on the monthly maintenance fee for the time such interruption or interference is attributable to the fault of the CONTRACTOR.

d. 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.

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

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

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

h. COUNTY makes no representation that it will use CONTRACTOR as its sole provider for the services provided hereunder. COUNTY has the sole discretion to contract and use other providers for the above listed services.

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' representatives are as follows:

a. For CONTRACTOR:

Patrick Lund, Service Manager
2205 W. Frontage Rd.
Pasco, WA 99301
(509) 547-8502
PLund@daywireless.com

b. For COUNTY:

Michael McGhan, Fleet Superintendent
102808 Wiser Parkway
Kennewick, WA 99338
Michael.McGhan@co.benton.wa.us

5. COMPENSATION

For the services described in Section 3, the CONTRACTOR shall be paid as follows:

a. Service Rates:

$90.00/hour for vehicle work and field travel time
$90.00/hour for all other technical service work
$120.00/hour Senior Tech
$150.00/hour for engineering design work
All products and supplies quoted as required.

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 services and equipment provided, 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.

d. 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.

e. 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.

f. 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, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or

are 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, its officers, officials, employees or agents.

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

8. 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 Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

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

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

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this 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 auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be 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, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

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

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, 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 Agreement 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 and have a A. M. Best's rating of at least

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

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

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 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 at 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 cost 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 paragraph 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 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 or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this 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, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, 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 there from 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 or at the end of the job 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, 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, its employees, subcontractors, and their 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, 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 its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

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

25. CUSTODY OF VEHICLES

The parties understand that in order to accomplish the work required by this agreement, CONTRACTOR will have the need to take temporary custody of marked law enforcement patrol cars for periods of time. Accordingly, the parties agree that the custody of the patrol cars will be subject to the following conditions:

a. All patrol cars that are left in the custody of CONTRACTOR shall not contain firearms or ammunition of any sort - representatives of the Benton County Sheriff's Office have responsibility to ensure that firearms and ammunition are removed from the cars when they are left in CONTRACTOR's custody. Additionally, CONTRACTOR shall immediately notify the Benton County Sheriff's Office if it discovers any firearms or ammunition within the cars while work is being done;

b. CONTRACTOR shall ensure that only those trusted, fulltime employees who are required to do work under this contract shall have access to the patrol cars or to the keys which access same and shall not permit any third parties or sub-contractors to have access to patrol cars or keys without prior written permission from COUNTY;

c. During all times when CONTRACTOR is not actively working on patrol cars, said patrol cars shall be fully locked, any

available alarm or anti-theft systems shall be activated, and the cars shall be stored in a secure location protected by, at a minimum, locked fencing, and the keys which access same shall be in a locked, secured location;

d. If CONTRACTOR or any of its employees discovers that any patrol cars in its custody are missing, it shall immediately notify the Benton County Sheriff's Office On-Duty Patrol Supervisor through contacting SECOMM at (509) 628-0333 and ensuring contact and notification is made;

e. CONTRACTOR and its employees shall not operate any patrol car in its custody anywhere outside of CONTRACTOR's property without first obtaining the express permission of the Patrol Captain at (509) 735-6555 Ext. 3283 or his designee. The only exception is for incidental traveling along a portion of a roadway for purposes of moving patrol cars from one portion of CONTRACTOR's premises to another portion of CONTRACTOR's premises as necessitated by the work being done pursuant to this agreement;

f. If it becomes necessary to test-drive any patrol car in CONTRACTOR's custody for the purposes of testing or verifying work being done pursuant to this agreement, CONTRACTOR shall first obtain the express permission of the Patrol Captain at (509) 735-6555 Ext. 3283 or his designee.

g. In the same manner as stated in the indemnification provisions (Section 7) of this agreement, CONTRACTOR shall indemnify COUNTY for any claims, liability, attorney's fees, judgments, expenses or costs whatsoever, related in any way to claims or lawsuits filed as a direct result of CONTRACTOR's use of any patrol car.

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 agreement 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 as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. 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 might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. 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. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

This section was intentionally left blank

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

DATED: _____

BENTON COUNTY

_____
Jerome Delvin, Chairman
Benton County Commissioner

Approved as to Form:

_____,
Ryan J. Lukson
Civil Deputy Prosecuting Attorney

DATED: 3/1/21

DAY MANAGEMENT CORP.
DBA/DAY WIRELESS SYSTEMS

_____
Signature

Patrick Lund
Service Manager
Print Name and Title

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Awarding the Purchase of Red Dot Sights to Galls, LLC for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Paul Schut
Reviewed By:	Cdr Law

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 2021-226, the Board of County Commissioners authorized the purchase of the new Glock Pistols for the Benton County Sheriff's Office.

The County-wide Procurement, Leasing, and Contracting Policy allows for purchases between $10,000 and $50,000 to be solicited from the MRSC vendor's list. The BCSO solicited a total of 27 vendors who are listed under the main-category – General Goods and sub-category – Police Supplies for the purchase of forty-five (45) Trijicon Red-Dot Sights with the following results:

- Talos Tactical, West Richland, WA - $19,304.55, not including WSST
- Proforce Law Enforcement, Prescott, AZ - $19,435.95, not including WSST
- Sharp Shooting Indoor Range, Spokane, WA - $18,674.55, not including WSST
- Keith's Sporting Goods, Gresham, OR - $21,510.00, not including WSST
- Lawmen's Shooters' Supply, Titusville, FL - $20,733.75, not including WSST
- Larsen Firearms, Pasco, WA - $20,839.95, not including WSST
- Galls, LLC, Lexington, KY - $18,601.65, not including WSST

Fiscal Impact

This purchase to be paid from Sheriff Equipment Replacement Fund # 0141-101.

Recommendation

Approve the attached Resolution authorizing the purchase of forty-five (45) Trijicon Red Dot Sights to Galls, LLC, Lexington, KY as the lowest responsible bidder for an amount not to exceed $18,601.65, not including WSST.

Suggested Motion

Approved as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PURCHASE OF FORTY-FIVE (45) TRIJICON RED DOT SIGHTS TO GALLS, LLC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2021-226, the Board of County Commissioners authorized the purchase of the new Glock Pistols for the Benton County Sheriff's Office; and

WHEREAS, per Resolution 2020-991, the County-wide Procurement, Leasing, and Contracting Policy allows for purchases between $10,000 and $50,000 to be solicited from the MRSC vendor's list; and

WHEREAS, the Benton County Sheriff's Office solicited a total of 27 vendors who are listed under main-category – General Goods and sub-category – Police Supplies for the purchase of forty-five (45) Trijicon Red Dot Sights with the following results:

- Talos Tactical, West Richland, WA - $19,304.55, not including WSST
- Proforce Law Enforcement, Prescott, AZ - $19,435.95, not including WSST
- Sharp Shooting Indoor Range, Spokane, WA - $18,674.55, not including WSST
- Keith's Sporting Goods, Gresham, OR - $21,510.00, not including WSST
- Lawmen's Shooters' Supply, Titusville, FL - $20,733.75, not including WSST
- Larsen Firearms, Pasco, WA - $20,839.95, not including WSST
- Galls, LLC, Lexington, KY - $18,601.65, not including WSST

WHEREAS, the BCSO & Purchasing Department have reviewed the proposals and recommends awarding the purchase of said equipment to Galls, LLC., in the amount of $18,601.65, not including WSST as the lowest responsible bidder; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington concurs with the recommendation and hereby awards the purchase of forty-five (45) Trijicon Red Dot Sights to Galls, LLC., Lexington, KY as the lowest responsible bidder for an amount not to exceed $18,601.65, not including WSST.

Dated this 16th day of March, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

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

Attest.....
Clerk of the Board

Orig: BCSO
cc: Auditor, Purchasing, Galls, LLC.

Prepared by: P. Schut

Quote

Customer: (1001068795) BENTON COUNTY SHERIFF DEPT(
Date: 01/28/2021
Sales Rep: BRYAN LYNCH

Quote Number: 17490351
Quote Expiration: 04/28/2021

Sold To:
BENTON COUNTY SHERIFF DEPT(WA)
7122 W. OKANOGAN PLACE
BLDG B
KENNEWICK, WA 99336
TODD CARLSON

Ship To:
BENTON COUNTY SHERIFF DEPT(WA)
7122 W. OKANOGAN PLACE
BLDG B
KENNEWICK, WA 99336
TODD CARLSON

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	FL1687	TRIJICON RMR TYPE 2 ADJUSTABLE LED SIGHT - 3.25 MOA RED DOT	45		413.37	18,601.65

Quote is valid for 90 days

SUBTOTAL:	18,601.65
SHIPPING:	
TAX.....:	1,599.74
TOTAL...:	20,201.39

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax:877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a $25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (GS-07F-0157M) all other items are OPEN MARKET.

Talos Tactical, LLC

Bid

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

SOLD TO:
Benton County
Todd Carlson

SHIPPED TO:
Same

QUOTE NUMBER	
QUOTE DATE	March 5, 2021
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Matt Cieslar
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	COLL

Sales Tax Rate: 8.60%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
45	Trijicon RMR-06-C	428.99	$19,304.55
		SUBTOTAL	19,304.55
		TAX	1,660.19
		FREIGHT	
			$20,964.74 PAY THIS AMOUNT

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

MAKE ALL CHECKS PAYABLE TO:
Talos Tactical

THANK YOU FOR YOUR BUSINESS!

Estimate

LARSEN FIREARMS
Law Enforcement and Tactical Supplies
Class 3 Dealer

P.O. Box 3457
Pasco, WA. 99302

Date	Estimate No.
01/31/21	1179

Name/Address
BENTON CO. SHERIFF 7122 W. OKANOGAN PLACE, BLDG. B KENNEWICK, WA 99336

Terms	FOB	REP
Due on receipt		

Item	Description	Quantity	Cost	Total
TRIJICON	RM06-C-700672 Type 2 RMR 3.25MOA adjustable LED	45	463.11	20,839.95T
	ST. SALES TAX		8.60%	1,792.24
			Total	$22,632.19

PH: (509) 545-0346 FAX: (509) 545-3161

Lawmen's & Shooters' Supply, Inc.
701 Columbia Blvd
Titusville, FL 32780
Main (321) 360-3030

Bid Dept Quote #	**56919**
Pricing valid for quantity as quoted & for days after 2/2/2021	Customer WABECS
Rep GWK Email gail@lawmens.net	

Bill to
BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B
KENNEWICK, WA 99336

Ship to
BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B
KENNEWICK, WA 99336

Agreement for Payment of Partial Shipments on File :		Required to Separate P.O.'s per Vendor	
Tax Exemptions on File :	Terms Net 30	FOB Destination	
Bid # RFQ020521	Title	Valid For	

MfgPart#	Description	Unit Price	Qty Quoted	U/M	Total
RM06-C-700...	TRIJICON: RM06-C-700672: RMR TYPE 2 ADJUSTABLE LED SIGHT - 3.25 MOA RED DOT.	460.25	45		20,733.75
S&H	SHIPPING & HANDLING CHARGES		0		0.00
RESTOCKIN...	ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO RESTOCKING FEE PER MFG				0.00
	DELIVERY WOULD BE 10-15 DAYS ARO				

Subtotal	$20,733.75
Sales Tax (0.0%)	$0.00
Total	$20,733.75

Buyer Det. Todd Carlson Contact Lisa Small
Phone 509-735-6555 Fax Ph #
Email todd.carlson@co.benton.wa.us

Keith's Sporting Goods Inc

Factory Authorized GLOCK Law-Enforcement Distributor for Oregon

95 NE Victory St – Gresham, Oregon 97030

Phone (503) 492-6999
Fax (503) 491-2955

Trijicon

QUOTE

Benton County Sheriff's Office
7122 W. Okanogan Place, Building B
Kennewick, WA 99336
Attn: Detective Todd Carlson

Quote Date 01/26/2021 Quote is valid for 45 days

Delivery Via: BEST

Item#	Qty	Description	Unit Code	Extension
1	45	Trijicon RMR Sight Adjustable LED, 3.25 MOA Red Dot Type 2 #RM06-C-700672	$478.00	$21,510.00
2	1	Shipping		$75.00
3	1	Washington Sales Tax 8.6%		$1856.31

- Payment terms NET 30 once invoiced

Total	$23,441.31

Order #: 210128-844-0
Ship Date:

Quote

01/28/2021
09:42 AM

Company Address

Sharp Shooting Indoor Range
1200 N. FREYA
Spokane, WA 99202
509-535-4444

BILL TO:

BENTON COUNTY
7122 W. OKANOGAN PLACE BLD. A
KENNEWICK, WA 99336
509-735-6555
JOHN.CLARY@CO.BENTON.WA.US

SHIP TO:

BENTON COUNTY
7122 W. OKANOGAN PLACE BLD. A
KENNEWICK, WA 99336
509-735-6555
JOHN.CLARY@CO.BENTON.WA.US

NOTES:

Customer PO #:	
Sale Price Total:	$18,674.55
Tax Amt:	$1,662.04
Freight:	$0.00
Shipping:	$0.00
Sales Total:	$20,336.59

UPC	Item Description	Manufacturer	MFG #	Qty Ordered	Sale Price	Ext Sale Price	Discounts	Shipping
719307614239	3.25 Adj Red RMR Type 2	TRIJICON	RM06-C-700672	45	$414.99	$18,674.55	$3,825.00	$0.00
Grand Totals:	**1**			**45**	**$414.99**	**$18,674.55**	**$3,825.00**	**$0.00**

- End of Report -

PROFORCE LAW ENFORCEMENT
2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
532686	1

SHIP DATE
A.S.A.P.

SOLD TO

BENTON COUNTY SHERIFF'S OFFICE
7122 W. OKANOGAN PLACE, BLDG B

KENNEWICK WA 99336

509-222-3789

SHIP TO

BENTON COUNTY SHERIFF'S OFFICE
ATTN: TODD CARLSON
7122 W OKANOGAN PL BLD B
KENNEWICK WA 99336

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	01/26/21	037857	A	CURTIS WHEELER	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
45	RM06-C-700672 TRJ RMR TYPE 2 SIGHT 3.25 MOA ADJ LED RED DOT	431.91	EA .00	19,435.95

This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.
ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to matt.anderson@proforceonline.com. For orders over $5,000, a PO or signed quote is required to process the order.
Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items

IMPORTANT: To order from this quotation, please sign below.

Printed Name: _____

Date: _____ P.O.:_____

Signature: _____

COMMENT
FOR: TODD CARLSON
Todd.Carlson@co.benton.wa.us
BY: MATT ANDERSON

TERMS DUE NET 30 DAYS

SALES AMOUNT	19,435.95
8.600% SALES TAX	1,671.49
SUB TOTAL	21,107.44

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Accepting work performed by Cliff Thorn Construction for the Annex Restroom Renovation project
Presenter:	
Prepared By:	slc
Reviewed By:	R. Blain

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

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

Summary / Background Information

The County entered into a contract with Cliff Thorn Construction for the CB20-01 – Annex Restroom Renovation project on July 14, 2020 (Res. 2020-454). Cliff Thorn Construction has completed all work required under the contract. The project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The Director of Operations and Capital Programs recommends that the Board formally accept Cliff Thorn Construction's work and the project as complete.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY CLIFF THORN CONSTRUCTION UNDER CONTRACT FOR CB20-01 ANNEX RESTROOM RENOVATION PROJECT

WHEREAS, on July 14, 2021 the Board of County Commissioners entered into a contract with Cliff Thorn Construction of Kennewick, Washington (Resolution 2020-454) for CB20-01 Annex Restroom Renovation project; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the Director of Operations and Capital Programs' recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and hereby accepts the work performed by Cliff Thorn Construction under contract for CB20-01 Annex Restroom Renovation project as being completed in conformance with the contract documents.

Dated this 16th day of March 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Dept.

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Execute contract with Central Washington Asphalt, Inc. for the 2021 Bituminous Surface Treatment Area 5 and Edge Repair project
Presenter:	
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

By Resolution 2021-151 dated February 9, 2021, an award was made to Central Washington Asphalt, Inc. for the 2021 Bituminous Surface Treatment project – C.E. 2118 SMP. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by Central Washington Asphalt, Inc.

Fiscal Impact

Amount: $1,692,556.92

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with Central Washington Asphalt, Inc. for the 2021 Bituminous Surface Treatment Area 5 and Edge Repair project.

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: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH CENTRAL WASHINGTON ASPHALT, INC. FOR C.E. 2118 SMP – 2021 BITUMINOUS SURFACE TREATMENT AREA 5 AND EDGE REPAIR PROJECT

WHEREAS, by Resolution 2021-151 dated February 9, 2021, an award was made to Central Washington Asphalt, Inc., Moses Lake, Washington and as directed, staff has prepared a contract for Board approval; and

WHEREAS, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said contract; and

WHEREAS, the contract in the amount of $1,692,556.92 has been executed by Central Washington Asphalt, Inc.; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded February 9, 2021 to Central Washington Asphalt, Inc., in the amount of $1,692,556.92 plus any necessary Change Orders in accordance with Section 4.7 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2020-991 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the 2021 Bituminous Surface Treatment Area 5 and Edge Repair project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the project shall be completed in its entirety within fifty (50) working days as described in the contract documents.

Dated this 16th day of March, 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

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and CENTRAL WASHINGTON ASPHALT, INC., (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "**Contract Provisions and Plans, CE 2118 S.M.P. – Bituminous Surface Treatment Area 5 and Edge Repair**," and as described in and in accordance with the State of Washington **2021** Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $1,692,556.92, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

CENTRAL WASHINGTON ASPHALT, INC.

Signature

Pamp Maiers, President
Title

2/11/21
Date

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest:
Clerk of the Board

Date

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

2/11/21
Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Letter for signature regarding non Federal funds
Presenter:	
Prepared By:	Gwen Hoheisel/Eileen Hewitt
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

In the 2019-2020 budget, the county Commissioners provided a letter to WSU that the funds received from the county were not primarily from Federal sources so that WSU could satisfy their requirements from USDA for documentation of funding. In 2019 the commissioners provided a letter to WSU that stated that, and we are asking to have another letter stating that for the 2021-2022 budget. We hope to include this language in our next MOA. A copy of the previous letter that was signed in 2019 is attached for reference.

Fiscal Impact

No additional funding is being requested.

Recommendation

It is recommended that the attached letter be signed.

Suggested Motion

Jerome Delvin, *District 1*
Shon Small, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

March 16, 2021

Vicki McCracken
Associate Dean and Director, WSU Extension
Hulbert 411
PO Box 646248
Pullman, WA 99164-6248
509-335-4611

RE: County Funding Memo

Dear Dr. McCracken

Less than 4% of Benton County's Current Expense budget is funded with Federal funds. The County's Non-Federal funds are enough to meet its commitment to WSU Extension.

This memo will confirm that the amount of $260,839 dollars committed for 2021-2022 biennium budget to support WSU Extension under the existing MOA/MOU/ILA between WSU and Benton County are non-Federal funds. It is understood that these non-Federal funds may be identified by WSU as required match for an equal amount of Federal Smith-Lever Act funds committed by WSU to support Extension activities in this county. This does not change the normal annual commitment from this county to WSU Extension.

Sincerely,

Jerome Delvin, Chairman
Benton County Board of Commissioners

Jerome Delvin, *District 1*
Shon Small, *District 2*
James Beaver, *District 3*

David Sparks
County Administrator
Loretta Smith Kelty
Interim County Administrator

Board of County Commissioners

August 27, 2019

Michael J. Gaffney
Assistant and Acting Director, WSU Extension
Hulbert 411
PO Box 646248
Pullman, WA 99164-6248
509-335-4611

Re: County Funding Memo

Dear Dr. Gaffney:

Less than 4% of Benton County's Current Expense budget is funded with Federal funds. The County's Non-Federal funds are enough to meet its commitment to WSU Extension.

This memo confirms that the amount of $126,511.50 committed annually by the County in 2019 and 2020 to support WSU Extension under the existing MOA/MOU/ILA between WSU and Benton County may be satisfied from Non-Federal funds. It is understood that these Non-Federal funds may be identified by WSU as a required match for an equal amount of Federal Smith-Lever Act funds committed by WSU to support Extension activities in this county. This does not change the normal annual commitment from Benton County to WSU Extension.

Sincerely,

Shon Small, Chairman
Board of Benton County Commissioners

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3.16.21
Subject:	CDBG-Covid Public Hearing
Presenter:	Kyle Sullivan, Tammy McKeirnan & Diana Young
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information The purpose of the public hearing is to review community development and housing needs, inform citizens of the services performed as part of the state Community Development Block Grant- COVID (CDBG-COVID), and receive comments on funded activities, particularly from lower income persons residing in Benton and Franklin Counties.

$79,061.00 was awarded to Benton County and Benton Franklin Community Action Connections to fund public service activities such as rent and utility payments that principally benefited low-and moderate-income persons.

We advertised the CDBG-Covid public hearing in the Prosser Record Bulletin on February 24, 2021 and March 3, 2021.

Fiscal Impact

Amount: Total grant amount of $79,061.00

Fund: 0108101 Human Services Budget

Recommendation

Approve signing the resolution to close out the CDBG-Covid grant #19-62210-002 at the conclusion of the public hearing.

Suggested Motion

I move to approve closing out the CDBG-Covid grant #19-62210-02.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF CLOSING OUT CDBG-COVID CONTRACT #: 19-62210-002 BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE AND BENTON COUNTY

WHEREAS, Resolution 2020-596, Washington State Department of Commerce executed a contract with Benton County contract #20-622110-002 Amendment A in the amount of $79,061.00; and

WHEREAS, Benton County awarded $75,561.00 in CDBG-COVID grant funds to the grant subrecipient community action program, Benton-Franklin Community Action Connections; and Benton County received $3,500.00 for overseeing the contract.

WHEREAS, these funds were used only for clients impacted by the Coronavirus (COVID-19) pandemic CDBG eligible public services; and

WHEREAS, the grant exclusively benefited residents of non-entitlement areas for eligible costs incurred between April 1, 2020 through February 28, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the resolution to close out the Community Development Block Grant-COVID (CDBG-COVID), Public Services Grant between Washington State Department of Commerce, Local Government Division, and Benton County for a contract amount of $79,061.00

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

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

Originals: Benton Commissioners, Human Services T.McKeirnan

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Amending the 2021-2026 Six-Year Road Program
Presenter:	Douglas D'Hondt
Prepared By:	BEP
Reviewed By:	DPD

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

Resolution 2020-528 approved the 2021-2026 Six-Year Road Program. The Guidepost and Guardrail Installation Project was not added to the 2021-2026 Six-Year Road Program though construction will continue in year 2021. A public hearing will be held on March 16, 2021 to hear testimony. If no opposition is brought forth during the public hearing, the amendment of the 2021-2026 Six-Year Road Program to include the Guidepost and Guardrail Installation Project needs to be approved by the Board.

Fiscal Impact

Amount: **$616,700**

Fund: **Road**

Recommendation

After closing the public hearing with no opposition brought forth, approve the amendment of the 2021-2026 Six-Year Road Program.

Suggested Motion

Move to amend the 2021-2026 Six-Year Road Program to include the Guidepost and Guardrail Installation Project.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVING THE AMENDMENT OF THE 2021 - 2026 SIX-YEAR ROAD PROGRAM TO INCLUDE THE GUIDEPOST AND GUARDRAIL INSTALLATION PROJECT

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, Resolution 2020-528 approved the 2021-2026 Six-Year Road Program; and

WHEREAS, construction for the Guidepost and Guardrail Installation project was presumed to be complete in year 2020; and

WHEREAS, said project was not added to the 2021-2026 Six-Year Road Program; and

WHEREAS, construction for the Guidepost and Guardrail Installation project will continue in year 2021; and

WHEREAS, a public hearing was held on March 16, 2021 and no opposition was brought forth; and

WHEREAS, the County Engineer recommends an amendment to the 2021 – 2026 Six-Year Road Program to include the Guidepost and Guardrail Installation Project; **NOW, THEREFORE,**

BE IT RESOLVED the 2021 – 2026 Six-Year Road Program is hereby amended to include the Guidepost and Guardrail Installation Project.

Dated this 16th day of March, 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 B. Parham

Washington State S. T. I. P.

2021 to 2024

(Project Funds to Nearest Dollar)

MPO/RTPO: BFCG Y Inside N Outside **February 11, 2021**

County: Benton

Agency: Benton Co.

Func Cls	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
05	000S(556)		WA-12636	21		CE	No	Various	Various	616,700	21-01

Guidepost and Guardrail Installation

Install guardrail, guideposts, and curve signing on the following:
* Oak St (#76130) about 0.70 miles north of Game Farm Rd - Guardrail
* Demoss Rd (#51170) from MP 1.72-2.72 - Guardrail
* Demoss Rd (#51170) from MP 3.82-3.89 - Guardrail
* Webber Canyon Rd (#11180), Badger Rd (#55100), Old Inland Empire Hwy (#22150) - Guideposts and Curve Signing

Funding

Phase	Start Date	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
CN	2021	HSIP	505,400		0	0	505,400
		Project Totals	**505,400**		**0**	**0**	**505,400**

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
CN	505,400	0	0	0	0
Totals	**505,400**	**0**	**0**	**0**	**0**

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Ordinance Amendments to BCC 3.04, 3.08, 3.12, 3.16, & 3.24
Presenter:	Greg Wendt, Brad O'Brien and Rod Worthington
Prepared By:	Michelle Johnson
Reviewed By:	Greg Wendt

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The State of Washington adopted the new International Building, Residential, Mechanical, Fire, Swimming Pool and Spa and Uniform Plumbing Codes effective February 1, 2021. In order to implement these codes as required by State Statutes, the Community Development Department – Building Division has prepared the ordinances for review and implementation of the 2018 International Codes and the 2018 Uniform Plumbing Code.

Attached for the Boards review are copies of the ordinances revising Benton County Codes 3.04 – Building Code, 3.08 – Plumbing Code. 3.12 – Mechanical Code, 3.16 – Fire Code and 3.24 – Swimming Pool and Spa Code.

The Board will need to open the public hearings individually for each one of the ordinances to receive comments both for and against the proposed ordinances. After completion of each hearing the Board will need to make a motion to approve the amendments as recommended by the Building Division or with any modifications the Board may feel is necessary based on the testimony received.

Fiscal Impact

Fiscal Impact -none.

Recommendation

It is the recommendation of staff that the Board adopt the ordinances and approve the resolutions as presented.

Suggested Motion

I move to adopt the ordinance and approve the resolution for Benton County Code 3.04 – 2018 International Building Code.

I move to adopt the ordinance and approve the resolution for Benton County Code 3.08 – 2018 Uniform Plumbing Code.

I move to adopt the ordinance and approve the resolution for Benton County Code 3.12 – 2018 International Mechanical Code.

I move to adopt the ordinance and approve the resolution for Benton County Code 3.16 – 2018 International Fire Code.

I move to adopt the ordinance and approve the resolution for Benton County Code 3.24 – 2018 International Swimming Pool and Spa Code.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE BUILDING CODE; AMENDING ORDINANCE 395, SECTION 3, ORDINANCE 575, SECTION 1 AND BCC 3.04.010; AMENDING ORDINANCE 575, SECTION 2 AND BCC 3.04.015; AMENDING ORDINANCE 602, SECTION 1, AND BCC 3.04.018; AMENDING ORDINANCE 575, SECTION 3, AND BCC 3.04.020; AMENDING ORDINANCE 272, SECTION 7, ORDINANCE 360, SECTION 2, ORDINANCE 361, SECTION 1 AND BCC 3.04.039; AMENDING ORDINANCE 475, SECTION 3, ORDINANCE 575, SECTION 4 AND BCC 3.04.040; AMENDING ORDINANCE 575, SECTION 5 AND BCC 3.04.041 AND AMENDING ORDINANCE 575, SECTION 6 AND BCC 3.04.053. ADOPTING THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE AND APPENDICES C, E, AND J THEREOF, AND THE 2018 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, EXCEPT CHAPTER 11 AND CHAPTER 25 THROUGH CHAPTER 43.

WHEREAS, a public hearing was held on Tuesday, March 16, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Community Development Department – Building Division for amending Title 3.04, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the building code regarding adoption of the 2018 Edition of the International Building and Residential Codes be adopted and shall take effect upon its passage and adoption.

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

ORDINANCE NO._____

AN ORDINANCE relating to the building code; amending Ordinance 395, Section 3, Ordinance 575, Section 1 and BCC 3.04.010; amending Ordinance 575, Section 2 and BCC 3.04.015; amending Ordinance 602, Section 1 and BCC 3.04.018; amending Ordinance 575, Section 3 and BCC 3.04.020; amending Ordinance 272, Section 7, Ordinance 360, Section 2, Ordinance 361, Section 1 and BCC 3.04.039; amending Ordinance 475, Section 3, Ordinance 575, Section 4 and BCC 3.04.040; amending Ordinance 575, Section 5 and BCC 3.04.041 and amending Ordinance 575, Section 6 and BCC 3.04.053.

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

SECTION 1. Ordinance 395, Section 3, Ordinance 575, Section 1 and BCC 3.04.010 are hereby amended to read as follows:

ADOPTION OF INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE AND THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS. (a) The ((~~2015~~)) 2018 Edition of the International Building Code((~~,~~)) published by the International Code Council, Inc., ((~~including~~)) and Appendices C, E, and J thereof, and the ((~~2015~~)) 2018 Edition of the International Residential Code, except Chapter 11 and Chapter 25 through Chapter 43 of such code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County.

(b) The provisions of the International Residential Code for One- and Two-Family Dwellings, and Appendices F and Q thereof, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three (3) stories above grade plane in height with a separate means of egress and their accessory structures not more than (3) stories above grade plane in height, including adult family homes, foster family care homes and family day care homes licensed by the Washington state department of social and health services.

(c) All other buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted, except electric utility substations and related uninhabited structures, shall be done in conformity with the provisions of the ((~~2015~~)) 2018 Edition of the International Building Code, except as expressly provided herein. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, is also hereby adopted.

SECTION 2. Ordinance 575, Section 2 and BCC 3.04.015 are hereby amended to read as follows:

DEFINITIONS. The following is added as a definition to Section 202 of the ((~~2015~~)) 2018 Edition of the International Building Code:

HOP PROCESSING AND STORAGE FACILITY. A building or multiple buildings where the hop plant is harvested. Hop vines are brought to the facility, and cones are then separated from the leaf and vine of the plant. The cones are dried and then packaged into compressed bales. After bailing, the hops are temporarily stored and then prepared for shipment to customers.

SECTION 3. Ordinance 602, Section 1 and BCC 3.04.018 are hereby amended to read as follows:

COMPLETED BUILDING PERMIT APPLICATION. Pursuant to RCW 19.27.095, a fully complete building permit application shall consist of the following:

Table 3.04-1. Elements for a Complete Building Permit Application

Description	Comments
SEPA Checklist	Checklist is required unless the Planning Department determines the project is exempt from SEPA review.
Conditional Use and Shoreline Substantial Development Permit Applications.	These and all other land use permits required by the Benton County Code for the project shall be applied for prior to or with the building permit application.
Building Permit Application Form	All required information in the application form must be completed in full.
Septic/Sewage Permit	Buildings to be served by city sewer or on-site sewage systems require approval for an on-site system or system remodel submitted with building permit application.
Proof of Water Availability and mitigation compliance if applicable.	Evidence of adequate water supply in accordance with RCW 19.27.097 and BCC Chapter 15.18.
Plot Plan	One complete site plan in accordance with Chapter 3.04 of the Benton County Code.
Construction Drawings	One original complete set of construction plans in accordance with Chapter 3.04 of the Benton County Code and the applicable adopted International Building Codes.
Conditional Approval to Construct Road Approach on Public Road	Permission to construct, pending final inspection, a road approach if permission required by jurisdiction in control of road or highway providing access to the parcel.
Declaration of Use, Access and Contractor Status	See Building Department form, which must be completed as applicable.

SECTION 4. Ordinance 575, Section 3 and BCC 3.04.020 are hereby amended to read as follows:

BOARD OF APPEALS. Section 113.1 of the ((~~2015~~)) 2018 Edition of the International Building Code and Section 112.1 of the ((~~2015~~)) 2018 Edition of the International Residential Code shall be amended to read as follows:

BOARD OF APPEALS.

(a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the

building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.

(b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.

(c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

(d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section.((")

SECTION 5. Ordinance 272, Section 7, Ordinance 360, Section 2, Ordinance 361, Section 1 and BCC 3.04.039 are hereby amended to read as follows:

BUILDING PERMIT EXPIRATION. (a) A new Section 105.5.1 is added to Section 105.5 of the 2018 Edition of the International Building Code that reads as follows:

105.5.1 **Duration.** Notwithstanding continuation of work authorized by a permit, every permit shall expire two (2) years from the date of issuance unless an extension is requested in writing and justifiable cause demonstrated. No inspections will be conducted after expiration of a permit unless a new permit is applied for and issued. If such an extension request is submitted prior to expiration, an extension fee of twenty-five (25) percent of the original shall be immediately paid to validate the extension; provided, ((~~The maximum length of time for a building permit shall be two (2) years from the date of issuance to the date of expiration. The final inspection shall be called for and approved before the two (2) years have elapsed. In the event an expiration occurs, a reapplication fee of twenty-five (25) percent of the original permit fee, not to exceed two hundred (200) dollars, shall be paid prior to any further inspections, approvals, or Certificate of Occupancy are issued by this department; provided,~~)) the ((~~reapplication~~)) extension fee shall not apply to permits for model homes if a final inspection is requested and a Certificate of Occupancy is obtained within sixty (60) days from the date sales operations from such home have been terminated. Extensions shall be valid for one (1) year only, and only one extension is allowed per permit. No extension application will be accepted for a permit that has expired. Once a permit expires,

work may commence only upon issuance of an entirely new permit and payment of full permit fees.

(b) A new Section R105.5.1 is added to Section R105.5 of the 2018 Edition of the International Residential Code that reads as follows:

R105.5.1 **Duration.** Notwithstanding continuation of work authorized by a permit, every permit shall expire two (2) years from the date of issuance unless an extension is requested in writing and justifiable cause demonstrated. No inspections will be conducted after expiration of a permit unless a new permit is applied for and issued. If such an extension request is submitted prior to expiration, an extension fee of twenty-five (25) percent of the original shall be immediately paid to validate the extension; provided, the extension fee shall not apply to permits for model homes if a final inspection is requested and a *Certificate of Occupancy* is obtained within sixty (60) days from the date sales operations from such home have been terminated. Extensions shall be valid for one (1) year only, and only one extension is allowed per permit. No extension application will be accepted for a permit that has expired. Once a permit expires, work may commence only upon issuance of an entirely new permit and payment of full permit fees.

SECTION 6. Ordinance 475, Section 3, Ordinance 575, Section 4 and BCC 3.04.040 are hereby amended to read as follows:

SNOW LOADS. (a) Snow Loads for One and Two Family Dwellings. Pursuant to Table R301.2((~~(5)~~))(6) of the ((~~2015~~)) 2018 Edition of the International Residential Code, the minimum snow load for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the Structural Engineers Association of *Washington.*

(b) Snow Loads Under International Building Code. Section 1608.2 is amended to read as follows:

> The *minimum ground snow load* for unincorporated Benton County is established as twenty (20) pounds per square foot, provided that in those cases in which the building official determines that such minimum snow load should be increased, the building official may require such minimum snow load as he determines is necessary based upon analysis of local climate and topography and the publication Snow Load Analysis of Washington as published by the Structural Engineers Association of Washington.

SECTION 7. Ordinance 575, Section 5 and BCC 3.04.041 are hereby amended to read as follows:

AUTOMATIC SPRINKLER SYSTEM-WHERE REQUIRED. Section 903.2 of the ((~~2015~~)) 2018 Edition of the International Building Code shall be amended to read as follows:

Approved *automatic sprinkler systems* in the new buildings and structure shall be provided in the locations described in Section 903.2.1 through 903.2.12.

Exceptions: *Hop processing and storage facilities* and spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those facilities and spaces or areas are equipped throughout with an automatic smoke detection system if required by the terms of Section 907.2. Additionally, the spaces and areas in telecommunications buildings must be separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711, or both.

SECTION 8. Ordinance 575, Section 6 and BCC 3.04.053 are hereby amended to read as follows:

CERTIFICATE OF OCCUPANCY. (a) All applicable Building Department inspections required by the ((~~2015~~)) 2018 Editions of the International Building Code, International Residential Code, Uniform Plumbing Code (UPC), International Mechanical Code, International Fuel Gas Code, and International Fire Code and by any federal, state, or local agency with jurisdiction, shall have been requested and approved prior to the issuance of a Certificate of Occupancy.

(b) When required, the road encroachment shall be completed to meet the relevant standards and a final encroachment permit shall be issued by the jurisdiction in control of the road or highway providing access to the parcel prior to the issuance of a Certificate of Occupancy.

SECTION 9. SEVERABILITY. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

Ryan K Bramm
_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE PLUMBING CODE; AMENDING ORDINANCE 576, SECTION 1 AND BCC 3.08.010; AMENDING ORDINANCE 576, SECTION 2 AND BCC 3.08.070 AND AMENDING ORDINANCE 576, SECTION 3 AND BCC 3.08.080. ADOPTING THE 2018 EDITION OF THE UNIFORM PLUMBING CODE, INCLUDING APPENDICES A, B AND I AND UNIFORM PLUMBING CODE STANDARDS EXCEPT CHAPTERS 12 AND 14 THEREOF AND THOSE REQUIREMENTS OF THE UNIFORM PLUMBING CODE RELATING TO VENTING AND COMBUSTION AIR OF FUEL FIRED APPLIANCES AS FOUND IN CHAPTER 5 AND THOSE PORTIONS OF THE CODE ADDRESSING BUILDING SEWERS.

WHEREAS, a public hearing set for on Tuesday, March 16, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Community Development Department – Building Division for amending Title 3.08, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the plumbing code regarding adoption of the 2018 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards be adopted and shall take effect upon its passage and adoption.

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

ORDINANCE NO._____

AN ORDINANCE relating to the plumbing code; amending Ordinance 576, Section 1 and BCC 3.08.010; amending Ordinance 576, Section 2 and BCC 3.08.070 and amending Ordinance 576, Section 3 and BCC 3.08.080.

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

SECTION 1. Ordinance 576, Section 1 and BCC 3.08.010 are hereby amended to read as follows:

ADOPTION OF UNIFORM PLUMBING CODE AND UNIFORM PLUMBING CODE STANDARDS. The ((~~2015~~)) 2018 Edition of the Uniform Plumbing Code, including appendices A, B and I and Uniform Plumbing Code Standards published by the International Association of Plumbing and Mechanical Officials, except Chapters-12 and 14 thereof and those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers, as now adopted or hereafter amended by the State of Washington, is hereby adopted by Benton County and all plumbing hereafter installed, altered, repaired, added to, used or maintained shall be done in conformity with the provisions of the Uniform Plumbing Code and Uniform Plumbing Code Standards, except as expressly provided herein.

SECTION 2. Ordinance 576, Section 2 and BCC 3.08.070 are hereby amended to read as follows:

ADMINISTRATION. The Benton County Building Department shall have responsibility for the administration of this chapter and shall appoint an inspector or inspectors who shall be responsible for all inspections required by the ((~~2015~~)) 2018 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards.

SECTION 3. Ordinance 576, Section 3 and BCC 3.08.080 are hereby amended to read as follows:

REGISTRATION AND CERTIFICATE OF COMPETENCY. (a) Except as otherwise provided by law, no person, firm or corporation shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(b) Except as otherwise provided by law, no person shall engage in any installation, removal, alteration, relocation, replacement or repair of any plumbing or drainage system, or any part thereof, unless such person shall possess a valid certificate of competency as provided by Chapter 18.106 RCW.

(c) No plumbing work shall be commenced and no permit required by the ((~~2015~~)) 2018 Edition of the Uniform Plumbing Code and Uniform Plumbing Code Standards, as herein adopted, shall be issued until the person, firm or corporation doing such work shall supply the

Benton County Building Department with evidence of valid certification and registration as herein above required.

SECTION 4. SEVERABILITY. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

Ryan K Bowman
_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE MECHANICAL CODE; AMENDING ORDINANCE 577, SECTION 1, AND BCC 3.12.010 AND AMENDING ORDINANCE 577, SECTION 2, AND BCC 3.12.020. ADOPTING THE 2018 EDITION OF THE INTERNATIONAL MECHANICAL CODE AND THE 2018 EDITION OF THE INTERNATIONAL FUEL GAS CODE.

WHEREAS, a public hearing set for on Tuesday, March 16, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Community Development Department – Building Division for amending Title 3.12, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the mechanical code regarding adoption of the 2018 Edition of the International Mechanical and Fuel Gas Codes be adopted and shall take effect upon its passage and adoption.

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

ORDINANCE NO._____

AN ORDINANCE relating to the mechanical code; amending Ordinance 577, Section 1 and BCC 3.12.010 and amending Ordinance 577, Section 2 and BCC 3.12.020.

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

SECTION 1. Ordinance 577, Section 1 and BCC 3.12.010 are hereby amended to read as follows:

ADOPTION OF INTERNATIONAL MECHANICAL CODE.

(a) The ((~~2015~~)) 2018 Edition of the International Mechanical Code and the ((~~2015~~)) 2018 Edition of the International Fuel Gas Code published by the International Code Council, Inc., as now adopted or hereafter amended by the State of Washington, are hereby adopted by Benton County.

(b) Except as provided in subsection (c) of this section, the provisions of the International Mechanical Code shall regulate the design, installation, maintenance, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within buildings, as well as those mechanical systems, system components, equipment, and appliances specifically addressed in the code, including all heating, ventilation, comfort cooling, refrigeration systems, incinerators and other heat producing appliances hereafter installed, altered, repaired, relocated, added to, used or maintained. The provisions of the International Fuel Gas Code shall regulate the installation of fuel gas *distribution piping and equipment, fuel gas-fired appliances, and* fuel gas-fired appliance venting systems.

(c) (i) Detached one and two family dwellings and multiple single family dwellings and townhouses not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code as adopted in chapter 3.04 of the Benton County Code. (ii) The standards for liquefied petroleum gas installations shall be the ((~~2014~~)) 2017 edition of NFPA 58 LPGC and the ((~~2015~~)) 2018 edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code), except as expressly provided herein.

SECTION 2. Ordinance 577, Section 2 and BCC 3.12.020 are hereby amended to read as follows:

BOARD OF APPEALS. Section 109 of the ((~~2015~~)) 2018 International Mechanical Code and the International Fuel Gas Code shall be superseded and replaced with the following:

"BOARD OF APPEALS.

(a) A Board of Appeals is hereby created to hear and decide appeals of orders, decisions, or determinations made by the building official relative to the application and interpretation of this code; to determine the suitability of alternate materials and methods of construction; and to provide for reasonable interpretations of the provisions of this code.

(b) The Board consists of seven members who are qualified by experience and training to pass upon matters pertaining to building construction. Each member of the Board must

be jointly appointed by the mayors of the cities of Pasco, Kennewick, Richland, and West Richland and the chairpersons of the Boards of County Commissioners of Benton and Franklin counties, and shall serve at their pleasure. The building official of each local government whose representative, as required by this section, jointly appoints members to the Board is an ex-officio member of the Board. Each building official serving as an ex officio member shall serve as secretary of the Board on a rotating basis.

(c) The Board must adopt reasonable rules and regulations for conducting its investigations and must render all decisions and findings in writing to the appellant. Duplicate copies of all decisions and findings of the Board must be provided to all building officials. The Board may recommend to the city councils, the boards of county commissioners, or both, new legislation consistent with the decisions and findings of the Board.

(d) For purposes of this section, "Board" means the Board of Appeals created in accordance with this section."

SECTION 3. SEVERABILITY. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO THE FIRE CODE; AMENDING ORDINANCE 578, SECTION 1, AND BCC 3.16.010; AMENDING ORDINANCE 578, SECTION 2 AND BCC 3.16.015; AMENDING ORDINANCE 578, SECTION 4, AND BCC 3.16.023; AMENDING ORDINANCE 578, SECTION 5 AND BCC 3.16.025; AMENDING ORDINANCE 578, SECTION 6 AND BCC 3.16.027; AMENDING ORDINANCE 578, SECTION 7 AND BCC 3.16.032 AND AMENDING ORDINANCE 578, SECTION 10 AND BCC 3.16.042. ADOPTING THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE INCLUDING APPENDIX F AND THE AMENDMENTS IN CHAPTER 51-54A WAC.

WHEREAS, a public hearing set for on Tuesday, March 16, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Community Development Department – Building Division for amending Title 3.16, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the fire code regarding adoption of the 2018 Edition of the International Fire Code including appendix F and the amendments in Chapter 51-54A WAC be adopted and shall take effect upon its passage and adoption.

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

ORDINANCE NO._____

AN ORDINANCE relating to the fire code; amending Ordinance 578, Section 1 and BCC 3.16.010; amending Ordinance 578, Section 2 and BCC 3.16.015; amending Ordinance 578, Section 4 and BCC 3.16.023; amending Ordinance 578, Section 5 and BCC 3.16.025; amending Ordinance 578, Section 6 and BCC 3.16.027; amending Ordinance 578, Section 7 and BCC 3.16.032 and amending Ordinance 578, Section 10 and BCC 3.16.042.

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

SECTION 1. Ordinance 578, Section 1 and BCC 3.16.010 are hereby amended to read as follows:

ADOPTION OF THE INTERNATIONAL FIRE CODE. The ((~~2015~~)) 2018 edition of the International Fire Code published by the International Code Council, Inc. including appendix F and the amendments in Chapter 51-54A WAC as now adopted or hereafter amended by the State of Washington is hereby adopted by Benton County and all buildings hereafter erected or constructed, enlarged, altered, repaired, removed, demolished or converted shall be done in conformity with the provisions of the International Fire Code, except as expressly provided herein.

SECTION 2. Ordinance 578, Section 2 and BCC 3.16.015 are hereby amended to read as follows:

DEFINITIONS. For the purposes of this chapter and the ((~~2015~~)) 2018 edition of the International Fire Code as adopted hereby, the following words and phrases shall have the indicated meanings:

(1) "Agricultural Burning" means the burning of vegetative debris from an agricultural operation necessary for disease or pest control, necessary for crop propagation and/or crop rotation, or burning identified as a best management practice by the agricultural burning practices and research task force established in RCW 70.94.6528 or other authoritative source on agricultural practices. Propane flaming for the purpose of vegetative debris removal is considered commercial agricultural burning.

(2) "Benton Clean Air Agency" is the air pollution control authority activated by the Benton County Board of Commissioners under Chapter 70.94 RCW.

(3) "Electrical code" shall mean the National Electrical Code as adopted by the State of Washington.

(4) "Energy Release Component (ERC)" means a number related to the available energy (BTU) per unit area (square foot) within the flaming front at the head of a fire.

(5) "Expanded Resource Ordering Coordinator" means the one person so designated in writing by a majority of the fire protection districts operating in Benton County.

(6) "Fire Code" shall mean the International Fire Code.

(7) "Fire Code Official" shall mean the Benton County Fire Marshal or Representative.

(8) "Fire Chief," "Chief," "Local District Fire Chief" shall mean the chief officer of a fire protection district formed under Title 52 of the Revised Code of Washington and that operates in any portion of Benton County.

(9) "Fire Department" shall mean the fire authority normally responsible for fire protection in the area.

(10) "Fire Inspector" shall mean the personnel designated and assigned to perform fire inspection functions by the Benton County Fire Marshal.

(11) "Fire Marshal" shall mean the Benton County Fire Marshal or representative.

(12) "Fire Weather Watch" shall mean that critical fire weather conditions are imminent or are occurring.

(13) "Fireworks" shall mean those devices meeting the current definition of fireworks as found in the Washington State Fireworks Law, Chapter 70.77 RCW.

(14) "Hop Processing and Storage Facility" means a building or multiple buildings where the hop plant is harvested. Hop vines are brought to the facility, and cones are then separated from the leaf and vine of the plant. The cones are dried and then packaged into compressed bales. After bailing, the hops are temporarily stored and then prepared for shipment to customers.

(15) "Incidental Agricultural Burning" means the burning of orchard pruning, vegetative burning along fence lines or fence row and wind-blown organic debris.

(16) "Jurisdiction" shall mean Benton County.

(17) "NFDRS" is the National Fire Danger Rating System produced by the Wildland Fire Assessment System operated by USDA Forest Service..

(18) "Outdoor Burning" means the combustion of material of any type in an open fire or in an outdoor container without providing for control of combustion or the control of emissions from the combustion. Outdoor burning means all types of outdoor burning, except agricultural burning and silvicultural burning as described in RCW 70.94.6514.

(19) "Police Department" or "Police Officers" shall mean the Benton County Sheriff's Department.

(20) "Red Flag Warning" is a notification so denoted issued by the Pendleton, Oregon Weather Forecast Office of the National Weather Service that considers both weather (heat, wind, atmospheric stability, lightning, and humidity) and fuel conditions in determining that the combined conditions indicate a

higher probability of fire ignition and the potential rate of spread and difficulty to control a fire once it ignites.

(21) "Silvicultural Burning" means burning of wood fiber on forest land in accordance with the provisions of RCW 70.94.6534.

(22) "Urban Growth Area (UGA)" means those areas designated as such by Benton County pursuant to RCW 36.70A.110.

(23) "Weather" means predicted weather conditions or unpredicted weather events which may increase the probability of ignition and/or the potential rate of spread and difficulty to control a fire.

SECTION 3. Ordinance 578, Section 4 and BCC 3.16.023 are hereby amended to read as follows:

TANK STORAGE - BULK STORAGE. The geographical limits referred to in Section 5704 2.9.6.1 and 5706.2.4.4 of the ((~~2015~~)) 2018 edition of the International Fire Code in which storage of Class I and Class II liquids in aboveground tanks inside or outside of buildings is prohibited, are hereby established. The prohibitions in those sections shall apply to all areas in which the International Fire Code is in force, except for within the following zoning districts: LI (Light Industrial District), HI (Heavy Industrial District), RL-5 (Rural Lands Five Acre District), RL-20 (Rural Lands Twenty Acre District), GMAAD (Growth Management Act Agricultural District), and U (Unclassified District); provided, however, that the Fire Marshal may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances or regulations.

SECTION 4. Ordinance 578, Section 5 and BCC 3.16.025 are hereby amended to read as follows:

LIQUEFIED PETROLEUM GASES. The geographical limits referred to in Section 6104.2 of the ((~~2015~~)) 2018 edition of the International Fire Code, in which bulk storage of liquefied petroleum gas is restricted, are hereby established and shall apply to all areas in which the International Fire Code is in force; provided, however, that the Benton County Fire Marshal or designee may issue a special permit for such storage, where in the judgment of the Fire Marshal, there is no undue danger to persons or property and where such storage would not be in conflict with other Benton County codes, ordinances, or regulations.

SECTION 5. Ordinance 578, Section 6 and BCC 3.16.027 are hereby amended to read as follows:

OPEN FLAME OR TORCHES. Section 308.1.3 of the ((~~2015~~)) 2018 edition of the International Fire Code is hereby amended to read:

> Persons using a torch or other flame-producing device for removing paint, thawing pipes, or sweating pipe joints from or in any building or structure shall provide a minimum of

one (1) portable fire extinguisher which complies with Section 906 of the International Fire Code and with a minimum 4-A rating, two (2) portable fire extinguishers, each with a minimum 2-A rating, or water hose connected to the water supply on the premises where such burning is done. The person doing the burning shall remain on the premises one (1) hour after the torch or flame producing device is last utilized.

SECTION 6. Ordinance 578, Section 7 and BCC 3.16.032 are hereby amended to read as follows:

SPECIAL PERMITS - GENERAL. (a) A permit shall constitute permission to maintain, store, use, or handle materials, or to conduct processes which produce conditions hazardous to life or property, or to install equipment used in connection with such activities. Such permission shall not be construed as authority to violate, cancel, or set aside any of the provisions of this chapter. Such permit shall not take the place of any license required by law. A list of all activities requiring a special permit are listed in the ((~~2015~~)) 2018 Edition of the International Fire Code.

(b) All permits issued under this chapter shall be presumed to contain the proviso that the applicant or the applicant's agents and employees shall carry out the proposed activity in compliance with all the requirements of this chapter and any other laws or regulations applicable thereto whether specified or not, and in complete accordance with the approved plans and specifications.

The Fire Marshal may, in writing, suspend or revoke a permit issued under the provisions of this chapter whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of any ordinance or regulation or any of the provisions of this chapter and any approval of plans and specifications given in connection with the issuance of such permit shall likewise be void.

(c) The Benton County Fire Marshal or designee shall inspect and approve the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used prior to issuance of a permit.

(d) Permits shall at all times be kept on the premises designated therein and shall at all times be subject to inspection by the Benton County Fire Marshal or designee.

(e) Whenever, under the provisions of this chapter and the International Fire Code, more than one permit is required for the same location, such permits may be consolidated into a single permit with no additional costs involved.

SECTION 7. Ordinance 578, Section 10 and BCC 3.16.042 are hereby amended to read as follows:

AUTOMATIC SPRINKLER SYSTEM-WHERE REQUIRED. Section 903.2 of the ((~~2015~~)) 2018 Edition of the International Fire Code shall be amended to read as follows:

Approved automatic sprinkler system in new buildings and structure shall be provided in the locations described in Section 903.2.1 through 903.2.12.

Exceptions: *Hop processing and storage facilities* and spaces or areas in telecommunications buildings used exclusively for telecommunication equipment, associated electrical power distribution equipment, batteries and standby engines, provided those facilities and spaces or areas are equipped throughout with an automatic smoke detection system if required by the terms of Section 907.2. Additionally, the spaces and areas in telecommunications buildings must be separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with Section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 711 of the *International Building Code*, or both.

SECTION 8. SEVERABILITY. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

Ryan K Brown
_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY BUILDING: RELATING TO SWIMMING POOLS; AMENDING ORDINANCE 580, SECTION 1 AND BCC 3.24.005; REPEALING ORDINANCE 141, SECTION 1 AND BCC 3.24.020, SECTION II AND REPEALING ORDINANCE 141, SECTION 1 SECTION III AND BCC 3.24.030. ADOPTING THE 2018 EDITION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE.

WHEREAS, a public hearing set for on Tuesday, March 16, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Community Development Department – Building Division for amending Title 3.24, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; NOW THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to swimming pools regarding adoption of the 2018 Edition of the International Swimming Pool and Spa Code be adopted and shall take effect upon its passage and adoption.

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

ORDINANCE NO._____

AN ORDINANCE relating to swimming pools; amending Ordinance 580, Section 1 and BCC 3.24.005; repealing Ordinance 141, Section 1 and BCC 3.24.020, Section II and repealing Ordinance 141, Section 1 Section III and BCC 3.24.030.

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

SECTION 1. Ordinance 580, Section 1 and BCC 3.24.005 are hereby amended to read as follows:

ADOPTION OF INTERNATIONAL SWIMMING POOL AND SPA CODE. The ((~~2015~~)) 2018 Edition of the International Swimming Pool and Spa Code published by the International Code Council, Inc. as now or hereafter adopted or amended by the State of Washington, is hereby adopted by Benton County. All swimming pools, spas, hot tubs and structures hereafter constructed, enlarged, altered, repaired, relocated and added to shall be done in conformity with the provisions of the International Swimming Pool and Spa Code, except as expressly provided herein.

SECTION 2. SECTION REPEAL. Ordinance 141, Section 1, Section II and BCC 3.24.020 are hereby repealed.

SECTION 3. SECTION REPEAL. Ordinance 141, Section 1, Section III and BCC 3.24.030 are hereby repealed.

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

Ryan K Brown
_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Building Permit Fee Schedule - Amendment
Presenter:	Greg Wendt, Brad O'Brien and Rod Worthington
Prepared By:	Michelle Johnson
Reviewed By:	Greg Wendt

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

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

Summary / Background Information

The last time the County evaluated and amended its building permit fees was January 1, 2010. A recent comparison of fees with Yakima County, Walla Walla County, Kittitas County, Adams County, Franklin County, Grant County and Klickitat County found that Benton County fees are lower than the neighboring counties.

The comparison with the other counties showed that Benton County was the only one not charging a plan review fee. The Building Division is proposing the following fee increases:

All residential permits be charged a 5% plan review fee.
Increase building valuation from $101.95 sq/ft to $112.65 sq/ft on single family dwellings.
Increase valuation on garages from $39.61 sq/ft to $44.63 sq/ft.
Increase the fee for address posts from $30.00 to $35.00 which would cover the cost of materials.

Th Community Development Department - Building Division will be moving to a new software system this year. Smart Gov offers remote access capabilities and on-line access for the public. The goal is to improve workflow when people are working remotely as well as provide the ability for the public to completely process a permit on-line, including payment options. On February 16, 2021 representatives from the Building Division met with the Home Builders Association to discuss the fee changes. As a rule the Home Builders Association does not support fee increases. They did give their support for the new planned software, training, and technology improvements the department will be making.

Fiscal Impact

Revenue increases based on 2020 revenue, should be roughly $90,000 to $100,000.

Recommendation

Pass the resolution and motion authorizing the change in fee schedule for the Building Division.

Suggested Motion

I move to approve the resolution to adopt the changes to the Building Division fee schedule.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING THE FEE SCHEDULE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT - BUILDING DIVISION

WHEREAS, the Board of County Commissioners did discuss the proposed Building Division permit fee schedule at a public hearing on Tuesday, March 16, 2021 in the Commissioners Meeting Room, Benton County Justice Center, Kennewick; and,

WHEREAS, at said hearing all comments received from the public with reference to the proposed fee schedule were considered by the Board of County Commissioners; and,

WHEREAS, the Board did review the proposed fee schedule; and,

WHEREAS, the Board of County Commissioners have found that it would be in the public's interest to adopt the fee schedule for the Building Division; NOW THEREFORE,

BE IT RESOLVED, that the fee schedule for the Building Division, attached hereto as Exhibit "A" is adopted as the fee schedule for the Benton County Building Division and shall become effective on March 16, 2021.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest_____
Clerk of the Board

Exhibit "A"

BUILDING AND FAS PERMIT FEE SCHEDULE

AS AUTHORIZED BY RESOLUTION OF THE BENTON COUNTY COMMISSIONERS

BUILDING PERMIT FEE SCHEDULE: Section 108.2, & 3 of the 2006 International Building Code (IBC) Valuation is based on the 2020 Jan./Feb. Building Valuation Data (BVD) published by The International Code Council (ICC) in the Building Safety Journal.

Plumbing systems:	Table 1-1 1997 UPC Amended
Mechanical systems:	Table 1-A 1997 UMC Amended
Address posts:	$35.00
H2O Heater:	$40.00
Fences:	$65.00
Special Inspection/Extra Plan Review	$65.00
Reinspection Fee:	$65.00
Grading Fee:	Table 33-A & B 1997 UBC
Wood/Pellet/Gas Inserts:	$50.00
Gas Piping only:	$40.00
Fuel/Propane Tank Decomm. /Abandon.	$65.00
Heat Pump:	$60.00
A/C:	$50.00
Furnace Gas/Elec:	$50.00
Swimming pool (In-ground)	$250.00
Swimming pool (Above ground)	$150.00
Title Elimination Fee:	$50.00
City Sewer:	$60.00
City Sewer with backflow:	$65.00
Railroad cars/Shipping Containers:	$65.00
Pre -Fab Sheds Stick/Steel:	$65.00
Reroofing:	$100.00
Demolition fee:	$50.00
Commercial application deposit fee:	$200.00
Heat Pump/Furnace	$80.00

Refundable within permit issuance only.
Not applicable to permit fees less than $200.00

PERMIT FEES ARE BASED ON THE FOLLOWING VALUATIONS:

Single Family Dwelling	$112.65 per sq.ft.
Moved Single Family Dwelling:	$ 40.00 per sq.ft.
Unheated Bonus Room:	$ 30.00 per sq.ft.
Heated Basement:	$112.65 per sq.ft.
Unheated Basement:	$ 45.00 per sq.ft.
Addition – Residential:	$112.65 per sq.ft.
Remodel – Residential:	$ 45.00 per sq.ft.

Exhibit "A"

Moved Residential Garage	$19.80 per sq.ft.
Stick Frame Residential Garage:	$44.63 per sq.ft.
Steel Building/Shed with slab and elec.	$39.61 per sq ft.
Steel Building/Shed without slab:	$25.00 per sq.ft.
Quanset Hut enclosed with slab:	$25.00 per sq.ft.
Quanset Hut - open:	$15.00 per sq.ft.
Concrete Block Residential:	$35.00 per sq.ft.
Pole Building Residential – enclosed 3 or more sides:	$20.00 per sq.ft.
Pole Building Residential – open:	$15.00 per sq.ft.
Decks – covered:	$20.00 per sq.ft.
Decks – open and 30" or more above grade:	$15.00 per sq.ft.

Factory Assembled Structure/Mobile Homes (FAS)

Single Wide:	$300.00
Double Wide:	$400.00
Triple Wide:	$500.00
Each Section over three(3)	$50.00
Factory Assembled Structure/Mobile Home Park Annual Fee:	$200.00

All commercial and industrial permits will be charged a 65% plan review fee. Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by the International Code Council (ICC) in the Building Safety Journal. In the event the project is not covered, a contract price shall be provided.

All residential permits will be charged a 5% plan review fee. Valuation is based on the 2020 Jan./Feb. Building Valuation Data (BVD) published by the International Code Council (ICC) in the Building Safety Journal. In the event the project is not covered, a contract price shall be provided.

A State Building Code fee (currently $6.50) will be charged for each residential building permit and a fee of (currently $ 25.00) for each commercial building permit, issued by a county or a city, plus an additional surcharge of $2.00 for each residential unit, but not including the first unit, on each building containing more than one residential unit, or per the most recent RCW adoption. REF.19.27.

Exempted permits from the State Building Code fees are: Excavation and grading, plumbing, mechanical, special inspections and reinspections, FAS and FAS reapplications that do not meet the IBC Standards. Permits issued pursuant to the International Fire Code.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/16/2021
Subject:	Benton County Budget Policies and Procedures Amendment 1
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The Board of Benton County Commissioners updated the Benton County Budget Policies and Procedures by Resolution 2019-753.

It is desired to add to the Budget Policies and Procedures, Section IV – Other Budget Policies, Sub-section B – Minimum Fund Balances for the Protective Inspection Fund, Fund number 0149-101.

Fiscal Impact

Request Amount: n/a

Fund / BARS Line Item Number: n/a

Amount Available in Line Item: n/a

Recommendation

The Finance Manager and the Director of Community Development recommend that the Board of Benton County Commissioners pass Amendment 1 to the Benton County Budget Policies and Procedures, Resolution 2019-753.

Suggested Motion

The Board of Benton County Commissioners hereby adopt Amendment 1 to the Benton County Budget Policies and Procedures, Resolution 2019-753.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BUDGET POLICIES RE: APPROVAL OF AMENDMENT 1 TO RESOLUTION 2019-753 ADOPTING BENTON COUNTY BUDGET POLICIES AND PROCEDURES

WHEREAS, the Board of Benton County Commissioner updated the Benton County Budget Policies and Procedures by Resolution 2019-753; and

WHEREAS, the Board of Benton County Commissioners desire to add to the Budget Policies and Procedures, Section IV - Other Budget Policies, Sub-section B - Minimum Fund Balances, for the Protective Inspection Services Fund, Fund number 0149-101; **NOW THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the following Amendment 1 to add to the Benton County Budget Policies and Procedures, Resolution 2019-753.

Section IV – Other Budget Policies

Sub-section B – Minimum Fund Balances

Protective Inspection Services Fund (0149-101)

To meet operational needs a minimum fund balance equal to at least 1 year of appropriated budget expenditures should be maintained. In the event of excess or insufficient fund balance the following may be considered:

1. An increase or decrease in staffing needs.
2. An increase or decrease in rates.
3. A three-year average of revenues.
4. Grants or one-time revenues and expenses that may impact the fund balance.

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: Commissioners' Office
CC: All Dept; Auditor, Policy Book, Intranet

Prepared by Linda Ivey

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	03/16/2021
Subject:	LIT establishing a Building Inspector I
Presenter:	G. Wendt and L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

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

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

Summary / Background Information

With the expected workload increase in the Building Department and in order to provide adequate time for inspections and field work, there is a need for an additional Building Inspector. The additional Building Inspector position will be funded by the increase in the fee schedule. The additional position is being requested as a Building Inspector I, non-bargaining grade 11.

Fiscal Impact

A supplemental request will be scheduled in 2021, the position is funded by an increase in the fee schedule.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolutions and the LIT to create position 1200, a Building Inspector I.

Suggested Motion

I move to approve the resolution and attached LIT to create a Building Inspector I.

cc: Building, HR, Auditor

Prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Protective Inspection Services | Fund Nbr: 0149101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
524.200	1137	Building Manager	$15,000	524.200	1200	Building Inspector I	$15,000
TOTAL			$15,000	TOTAL			$15,000

Explanation:

2021-2022 Budget. Creating a new Building Inspector I, non-bargaining grade 11. An increase in the fee schedule will fund the position at a later date from a supplement.

Prepared by: L. Wingfield | Date 05-Mar-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: L. Wingfield

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	03/16/2021
Subject:	LIT to change a Court Reporter to an Executive Assistant
Presenter:	T. Deaton, Judge Burrowes, and L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

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

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

Summary / Background Information

Due to current Superior Court needs and in order to be more efficient, the Superior Court Administrator has worked with both Benton and Franklin Counties Administration and found that changing a vacant Court Reporter to an Executive Assistant will help them accomplish their goals. The Court Reporter is a bi-county non-bargaining grade 14 and the Executive Assistant is a bi-county non-bargaining grade 13.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolutions and the LIT to change position 1476 to an Executive Assistant.

Suggested Motion

I move to approve the bi-county resolution changing position 1476 from a Court Reporter, bi-county non-bargaining grade 14, to an Executive Assistant bi-county non-bargaining grade 13, effective March 1, 2021.

I move to approve the resolution and attached LIT to change a Court Reporter to an Executive Assistant, effective March 1, 2021.

cc: Superior Court, HR, Auditor

Prepared by: L. Wingfield

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF CHANGING A VACANT COURT REPORTER IN SUPERIOR COURT TO AN EXECUTIVE ASSISTANT.

WHEREAS, Superior Court has evaluated their needs and in order to be more efficient, have found that changing a vacant Court Reporter, bi-county non-bargaining grade 14, to an Executive Assistant, bi-county non-bargaining grade 13, would help accomplish their goals; and

WHEREAS, no additional funding will be requested for court reporter services; **NOW, THEREFORE,**

BE IT RESOLVED, effective March 1, 2021, position 1476, a vacant Court Reporter, bi-county non-bargaining grade 14, will be changed to an Executive Assistant, bi-county non-bargaining grade 13.

Dated this ____ day of _____, 20___.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Dated this ____ day of _____, 20___.

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Franklin County, Washington

Attest.....
Clerk of the Board

cc: BC HR, Superior Court, Franklin County

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court Dept Nbr: 123

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1476	Court Reporter	$113,883
TOTAL			$113,883

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1476	Executive Assistant	$113,883
TOTAL			$113,883

Explanation:

2021-2022 Budget. Changing a vacant Court Reporter (Bi-County Nonbarg grade 14) to an Executive Assistant (Bi-County Nonbarg grade 13) effective March 1, 2021. Funds will not be requested for court reporting services.

Prepared by: L. Wingfield Date 26-Feb-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	Approve MOU with Benton County Fire Protection District #6 for the purchase and joint use of the 1997 Wind River Jet Boat and Accompanying Trailer
Presenter:	Jon Law, Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson

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

Summary / Background Information

The Benton County Sheriff's Office (BCSO) is working in coordination with Benton County Fire District 6 (BCFPD #6) to sell an aging BCSO patrol boat to BCFPD #6 for their use in fire suppression along the shoreline downriver of the McNary Dam on the Columbia River. Per Resolution 2021-203**,** the Benton County Sheriff's Office has coordinated with the Benton County Auditor's Office to surplus the patrol vessel, a 1997 Wind River Jetboat. This vessel is no longer of service to Benton County as it has been replaced by a more modern platform.

Benton County has negotiated a selling price between Benton County and Benton County Fire District 6 and would be entering into a Memorandum of Understanding (MOU) regarding its use. The MOU releases ownership of the boat to BCFPD#6 for the negotiated price of $2500.00. In addition, this MOU allows BCSO's use of the boat in the event of an emergency for water rescue operations. BCFPD#6 will maintain and make the vessel available to BCSO when not in use by BCFPD#6 for fire suppression.

BCFPD#6 will hold title to the Boat pursuant to the attached Exhibit's A and B "Vehicle/Vessel Bill of Sale" and will provide comprehensive insurance for the Boat that names Benton County as an additional insured. BCSO will also have insurance on the Boat that covers them as an operator of the Boat and the Boat will be securely housed by BCFPD#6.

Fiscal Impact

Current Expense Revenue - $2,500.00

Recommendation

Approve the attached Resolution & Memorandum of Understanding between Benton County and Benton County Fire Protection District No. 6

Suggested Motion

Approve the Chairman to sign the Memorandum of Understanding and Resolution between Benton County Fire Protection District No. 6 and Benton County to purchase the 1997 wind river jetboat and accompanying trailer from Benton county that will be used by both parties for emergency response on the Columbia river.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN MEMORANDUM OF UNDERSTANDING BETWEEN BENTON FIRE DISTRICT NO. 6 AND BENTON COUNTY FOR BENTON FIRE DISTRICT NO. 6 TO PURCHASE THE 1997 WIND RIVER JETBOAT AND ACCOMPANYING TRAILER FROM BENTON COUNTY THAT WILL BE USED BY BOTH PARTIES FOR EMERGENCY RESPONSE ON THE COLUMBIA RIVER

WHEREAS, The Benton County Sheriff's Office (BCSO) is working in coordination with Benton County Fire District 6 (BCFPD #6) to sell an aging BCSO patrol boat to BCFPD #6 for their use in fire suppression along the shoreline downriver of the McNary Dam on the Columbia River; and

WHEREAS, Per Resolution 2021-203**,** the Benton County Sheriff's Office has coordinated with the Benton County Auditor's Office to surplus the patrol vessel, a 1997 Wind River Jetboat. This vessel is no longer of service to Benton County as it has been replaced by a more modern platform; and

WHEREAS, Benton County has negotiated a selling price between Benton County and Benton County Fire District 6 and would be entering into a Memorandum of Understanding (MOU) regarding its use. The MOU releases ownership of the boat to BCFPD#6 for the negotiated price of $2500.00. In addition, this MOU allows BCSO's use of the boat in the event of an emergency for water rescue operations. BCFPD#6 will maintain and make the vessel available to BCSO when not in use by BCFPD#6 for fire suppression; and

WHEREAS, BCFPD#6 will hold title to the Boat pursuant to the attached Exhibit's A and B "Vehicle/Vessel Bill of Sale" and will provide comprehensive insurance for the Boat that names Benton County as an additional insured; and

WHEREAS, BCSO will also have insurance on the Boat that covers them as an operator of the Boat and the Boat will be securely housed by BCFPD#6; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached Memorandum of Understanding between Benton County Fire Protection District No. 6 and Benton County to purchase the 1997 wind river jetboat and accompanying trailer from Benton county that will be used by both parties for emergency response on the Columbia river; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Memorandum of Understanding between Benton County and Benton County Fire Protection District No. 6; and

BE IT FURTHER RESOLVED the term of the attached Memorandum of Understanding shall be perpetual. Either Participant may terminate this MOU by providing written notice to the other to the addresses in the MOU.

Orig: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K. Gillies

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: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: K. Gillies

MEMORANDUM OF UNDERSTANDING
BETWEEN
BENTON COUNTY FIRE PROTECTION DISTRICT NO. 6
AND BENTON COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding ("MOU") is between the **BENTON COUNTY FIRE PROTECTION DISTRICT NO. 6 ("BCFPD#6")**,and **BENTON COUNTY SHERIFF'S OFFICE ("BCSO")**, hereinafter these individuals entitles will be referred to collectively as "Participants".

WHEREAS, BCFPD#6 wishes to purchase a 1997 Wind River Jetboat, Vehicle Identification Number 1T9AS262XV1198193, and its accompanying trailer, Vehicle Identification Number 1H9UF1729VH238265, from BCSO that will be used by Participants for emergency response on the Columbia River (the "Boat");

WHEREAS, the Boat is essential to both Participants for rescue missions on the Columbia River.

NOW, THEREFORE, the Participants acknowledge as follows:

I. PURPOSE

This MOU identifies the roles and responsibilities of each Participant in the use and maintenance of the Boat.

II. RESPONSIBILITIES OF PARTICIPANTS

1. BCFPD#6 will hold title to the Boat pursuant to the attached Exhibit's A and B "Vehicle/Vessel Bill of Sale" and will provide comprehensive insurance for the Boat that names Benton County as an additional insured.
2. BCSO will also have insurance on the Boat that covers them as an operator of the Boat.
3. The Boat will be securely housed by BCFPD#6.

III. DURATION AND TERMINATION

This MOU shall be perpetual. Either Participant may terminate this MOU by providing written notice to the other to the addresses below. Termination shall be effective ten days after receiving such notice as set forth in Section F. below. If this MOU is terminated within ten (10) years of execution by either party the Boat shall be returned to BCSO as is at no cost to either party. If the MOU is terminated by either party after ten (10) years of execution the Boat shall be deemed solely the property of BCFPD#6 at no cost to either party.

IV. GENERAL PROVISIONS

A. Governing Law. Interpretation of this MOU and any disputes regarding it shall be determined under the laws of Washington. In the event of litigation, the prevailing party will be entitled to their attorney's fees and costs.

B. Venue. All Participants agree to venue within the judicial district of Benton County in the State of Washington.

C. Validity. If any portion of this MOU is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision.

D. Costs/Finance. Each Participant will be individually responsible for any costs associated with damage or theft that occurs when the Boat is in their possession. BCFPD#6 shall be responsible for inventory and routine operational checks. BCFPD#6 shall also responsible for maintenance and repair of the Boat.

E. Property. There is no real property involved. This is personal property acquired by BCFPD#6 from BCSO. The Boat shall be acquired by BCFPD#6 from BCSO pursuant to the vessel bills of sale attached as Exhibit A and Exhibit B.

F. Notices. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this MOU shall be in writing and shall be deemed to have been duly received (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) on the date of delivery if sent by a nationally recognized overnight express courier, or (iv) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice:

If to the BCFPD#6: Benton County Fire Protection District No. 6
Roland Watt, Chief
48001 Prior Ave / P.O. Box 218
Patterson, WA 99345

If to the BCSO: Benton County Sheriff's Office
Benton County Justice Center
Jerry Hatcher, Sheriff
7122 W. Okanogan Place Bldg. A
Kennewick, WA 99336

G. Entire Agreement. This MOU embodies the entire understanding between the Participants with respect to their collaborative efforts, and supersedes any prior or contemporaneous representations, either oral or written. No amendments or changes to this MOU shall be effective unless made in writing and signed by authorized representatives of the Participants.

H. No Agent Authority. None of the Participants to this MOU is authorized or empowered to act as agent for the others for any purpose and shall not on behalf of the others enter into any contract, warranty, or representation as to any matter. None of the participants to this MOU shall be bound by the acts or conduct of the others.

I. Boat Operation. The Participants agree that operation of the Boat shall be in accordance with each party's standard practices, policies, and procedures.

J. Joint Board/Administrator. There is no joint board or administrator.

H. Hold Harmless: Each party shall be liable and responsible for the consequence of any negligent or wrongful act of failure to act on the part of itself and its employees in its use of the Boat. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this MOU.

IN WITNESS WHEREOF, the Participants have executed this MOU in duplicate by proper persons duly authorized. This MOU is effective as of the date of the final signature executed.

BENTON COUNTY FIRE PROTECTION DISTRICT NO. 6

By: _____
Roland Watt, Fire Chief

Date: 3/2/21

BENTON COUNTY SHERIFF'S OFFICE

By: _____
Jerry Hatcher, Benton County Sheriff

Date: 3/2/21

BENTON COUNTY COMMISSIONERS OFFICE

By: _____
Chairman of the Board of Benton County Commissioners

Date: _____

Approved as to form:

By: _____
Ryan Lukson

WASHINGTON STATE DEPARTMENT OF LICENSING

Vehicle/Vessel Bill of Sale

Use this form to gather necessary information when you sell your vehicle or vessel. **Completing this form does not transfer the title or act as a Report of Sale.** To complete the transaction, the buyer and seller have the following responsibilities:

Seller

Submit a completed Report of Sale **within 5 days** from the date of sale. The Report of Sale releases your liability from the vehicle or vessel. You can report the sale:

- In person at any vehicle licensing office
- Online (vehicle only) at **dol.wa.gov**
- Mail a Report of Sale to any vehicle licensing office. Include required fee in a check or money order, made payable to Department of Licensing.

Buyer

To apply for a new title, take the Certificate of Title and this Bill of Sale to any vehicle licensing office and pay all fees and taxes. You must apply **within 15 days** of acquiring the vehicle/vessel or you will pay a late fee. Late transfer fees start at $50 and increase to a maximum of $125.

NOTE: This transfer may require an emissions test.

Depending on your specific situation, other forms may be necessary. For more information, contact customer service at (360) 902-3770. Forms are available online at **dol.wa.gov** or at any vehicle licensing office.

Vehicle/Vessel information

Sale of *(choose one)*	License plate/Registration number	Vehicle identification number (VIN)/Hull identification number (HIN)		
☐ Vehicle ☑ Vessel	WN22330	WJT23019F797		
Model year	**Make**	**Model**	**Date of sale**	**Sale price**
1997	WIND RIVER	JET BOAT		$2000.00

Seller information

Seller names		
BENTON COUNTY SHERIFF'S DEPT		
Seller address		
PO BOX 470		
City	**State**	**ZIP code**
PROSSER	WA	99350

Buyer information

Buyer names		
BENTON COUNTY FIRE DISTRICT 6		
Buyer address		
PO BOX 218		
City	**State**	**ZIP code**
PATERSON	WA	99345
Relationship		
Are you an immediate family member of the seller? . . . . . ☐ Yes ☑ No		

X _____
Buyer signature

X _____
Seller signature

X _____
Buyer signature

X _____
Seller signature

WASHINGTON STATE DEPARTMENT OF LICENSING

Vehicle/Vessel Bill of Sale

Use this form to gather necessary information when you sell your vehicle or vessel. **Completing this form does not transfer the title or act as a Report of Sale.** To complete the transaction, the buyer and seller have the following responsibilities:

Seller
Submit a completed Report of Sale **within 5 days** from the date of sale. The Report of Sale releases your liability from the vehicle or vessel. You can report the sale:

- In person at any vehicle licensing office
- Online (vehicle only) at dol.wa.gov
- Mail a Vehicle Report of Sale or Vessel Report of Sale to any vehicle licensing office. Include required fee in a check or money order, made payable to Department of Licensing.

Buyer
To apply for a new title, take the Certificate of Title and this Bill of Sale to any vehicle licensing office and pay all fees and taxes. You must apply **within 15 days** of acquiring the vehicle/vessel or you will pay a late fee. Late transfer fees start at $50 and increase to a maximum of $125.

NOTE: Depending on your specific situation, other forms may be necessary. For more information, contact customer service at (360) 902-3770. Forms are available online at dol.wa.gov or at any vehicle licensing office.

Vehicle/Vessel information

Sale of *(choose one)*	License plate/Registration number	Vehicle identification number (VIN)/Hull identification number (HIN)		
☑ Vehicle ☐ Vessel	47203C	1T9AS2722W1198157		
Model year	**Make**	**Model**	**Date of sale**	**Sale price**
1998	TRICK	EX		$500.00

Seller information

Seller names		
BENTON COUNTY SHERIFF'S DEPT		
Seller address		
PO BOX 470		
City	**State**	**ZIP code**
PROSSER	WA	99350

Buyer information

Buyer names		
BENTON COUNTY FIRE DISTRICT 6		
Buyer address		
PO BOX 218		
City	**State**	**ZIP code**
PATERSON	WA	99345

Relationship
Are you an immediate family member receiving this vehicle as a gift? . . . . . ☐ Yes ☑ No
If "Yes", what is your relationship to the seller? _____

X _____ Buyer signature

X _____ Seller signature

X _____ Buyer signature

X _____ Seller signature

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/16/2021
Subject:	Boat Safety Award
Presenter:	Mathew Clarke, Lieutenant/Acting Commander
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson, PA

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's Office (BCSO) submitted the grant application for the Washington State Parks & Recreation Commission 2021 Federal Financial Assistance Grant Program for the Recreational Boating Safety Program.

The BCSO received a Letter of Award for FY2021 stating the Washington State Parks and Recreation Commission is awarding the BCSO the Recreational Boating Safety Federal Financial Assistance Grant in the amount of $13,501.93.

Washington State Parks and Recreation Commission is requiring Benton County to sign the attached documents first. They will return a fully executed copy to us for our records.

Fiscal Impact

This grant and projected expenditures were approved during the 2021-2022 budget process; therefore, no budget adjustment consideration is needed

Recommendation

The Benton County Sheriff's Office recommends approving the grant award in the amount of $13,501.93 to be used for marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety.

Suggested Motion

Approve as part of scheduled business

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING GRANT FUNDING FROM THE WASHINGTON STATE PARKS AND RECREATION COMMISSION FOR 2021 FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM AND BOATING SAFETY PROGRAM

WHEREAS, the Benton County Sheriff's Office (BCSO) submitted the grant application for the Washington State Parks & Recreation Commission 2021 Federal Financial Assistance Grant Program for the Recreational Boating Safety Program; and

WHEREAS, the BCSO received a Letter of Award for FY2021 stating the Washington State Parks and Recreation Commission is awarding the BCSO the Recreational Boating Safety Federal Financial Assistance Grant in the amount of $13,501.93; and

WHEREAS, the grant funds are to be used for marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety; and

WHEREAS, the projected expenditures for 2021 Benton County Marine Program exceeds the match requirement of $25,293.48; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners, Benton County, Washington hereby approves the Recreational Boating Safety Federal Financial Assistance Grant Award from the Washington State Parks and Recreation Commission in the amount of $13,501.93 for the use of marine enforcement, vessel safety inspections, education, training, and equipment for recreational boating safety; and

BE IT FURTHER RESOLVED, the Board of County Commissioners hereby authorizes the Chairman of the Board to sign the attached Federal Financial Assistance Grant and the Intergovernmental Agreement #LE: MLE1152; and

BE IT FURTHER RESOLVED, said Interlocal Agreement is for a term of one (1) year from the fully executed signature date.

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: Sheriff's Office
cc: Auditor; PA; WA State Parks & Rec. Commission

Prepared by: K. Gillies

Don Hoch
Director

STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION
1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD (Telecommunications Device for the Deaf): (360) 664-3133
www.parks.state.wa.us

February 23, 2021

Sheriff Jerry Hatcher
Benton County Sheriff's Office
7122 W. Okanogan Place, Bldg B
Kennewick, WA 99336-2359

Re: Recreational Boating Safety Federal Financial Assistance Grant Letter of Award

Dear Sheriff Hatcher:

The Washington State Parks and Recreation Commission has reviewed and accepted your application for a Recreational Boating Safety (RBS) Federal Financial Assistance Grant and is awarding $13501.93 to your agency. The grant is for the period March 1 to September 30, 2021.

Award Information:
Federal Award Identification: 3320FAS200153
Federal Award Date: 3/1/2021
CFDA Number: 97.012

Terms of Acceptance: Acceptance of a Federal Financial Assistance award carries with it the responsibility to comply with the terms and conditions of the award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application form, as approved by State Parks. The signed grant application contains the terms and conditions to which your agency has agreed. I urge you to carefully review your application (enclosed) so you are familiar with each requirement.

Specifically, You Have Agreed To:

- Provide your agreed upon local funding match as submitted in your A-300 form.
- Carry out your approved prevention plan and reach the measureable prevention goals as submitted in your A-300 form.
- Execute the patrol plans / emphasis patrols / enforcement policies by doing the activity / product during the time frame / target date to achieve your purpose / outcome as submitted in your A-300 form.
- Conduct the number of vessel safety inspections as submitted in your A-300 form.
- Conduct the number and type of educational classes and activities as submitted in your A-300 form.

- Participate and attend the community events and activities as submitted in your A-300 form.
- Conduct the presentations to groups & schools as submitted in your A-300 form.
- Participate and work with media to conduct outreach to boaters and to execute your media plan as submitted in your A-300 form.
- Participate and partner with community forums as submitted in your A-300 form.
- Send State Parks any updated or improved local ordinances that reduce boating accidents.
- Provide the Instructors listed in your A-300 form if requested by State Parks.
- Ensure the "Marine Lead", at a minimum, attends all meetings required / requested by State Parks.
- Attend advanced training (when offered) and maintain currency requirements, once they are posted and announced, to ensure compliance with NASBLA training standards (optional).
- Emphasize enforcement of:
    - Life jacket requirements.
    - Mandatory boater education (required to be carried by operators born after January 1, 1955 when operating a motorboat of 15 hp or more and not otherwise exempted).
    - Boating Under the Influence (BUI); and
    - "Rules of the Road" and other operating regulations, especially between paddle / human powered vessels and motorized vessels.
- Participate in Operation Dry Water in July 2021.
- Request reimbursement for approved expenditures only. Refer to your Federal Financial Assistance Grant Application (enclosed) for terms and conditions.

Your signature on each *Marine Law Enforcement Grant Invoice Voucher* certifies that your agency has completed the work and has retained copies of all the supporting documentation on file for audit purposes per the commitment in the *Federal Financial Assistance Grant Application – Calendar Year 2021 – March 1 to September 30, 2021.*

If you have questions regarding contract terms, expenditures, or financial invoice billing, please contact Corey Tolar at (360) 902-8843 / corey.tolar@parks.wa.gov.

Sincerely,

Rob Sendak, MPA, Manager, Boating Law Administrator
Washington State Parks and Recreation Commission

Enclosures

Cc: Corey Tolar
Contracts
Fiscal

Don Hoch
Director

STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
TDD Telecommunications Device for the Deaf: 800-833-6388
www.parks.wa.gov

FEDERAL FINANCIAL ASSISTANCE GRANT

In exchange for grant dollars in the amount of $13,501.93, Benton County Sheriff's Department agrees to the following terms:

- To expend **local funds** in the amount of $25,293.48 during Federal Fiscal Year 2021 that will satisfy the match requirement of this grant.
- To use funds solely for expenditures limited to the areas outlined in the document "Eligible Expenses of Vessel Registration Fees and Federal Financial Assistance Grants" that can be found at http://mle.parks.wa.gov/.
- To use Federal grant funds consistent with the requirements of 2 CFR 200.
- To make at least one instructor available upon request as outlined in the A-300 application.
- To meet all requirements outlined in the annual Vessel Registration Fee Agreement (A-299) with Washington State Parks.
- To follow these procedures to request reimbursement:
    - Use the Marine Law Enforcement Grant Invoice Voucher (form A-19) to invoice State Parks for reimbursement.
    - Submit invoices no more than monthly and no less than quarterly.
    - Submit invoices with the following documents:
        - Officer List Worksheet.
        - Detailed explanations for equipment purchases and maintenance expenditures that occurred during the period in which reimbursement is requested.
        - Maintain records for all allowable expenditures for which grant dollars were spent for a period of six years following the completion of the grant, and provide them to State Parks upon request. This includes vessel log sheets.
    - Submit A-19 Invoice Vouchers by the following dates:
        - For the period March-April-May-June (2nd quarter): by July 15th.
        - For the period July-August-September (3rd quarter): by October 15th.

- If, during any quarter, Benton County Sheriff's Department is unable to meet the requirements of the grant it will submit a letter, signed by the police chief or sheriff, along with the reimbursement request explaining the reasons and mitigating circumstances. If requested, Benton County Sheriff's Department will submit a plan within 30 days of the end of the quarter that describes steps Benton County Sheriff's Department will take to meet minimum requirements. In these cases, reimbursement requests may be deferred until the plan is received and approved by State Parks.
- Consider a "zero tolerance" enforcement policy for violations of:
    - Life jacket requirements, including lifejackets not worn, insufficient lifejackets, and lifejackets found unserviceable or the incorrect size
    - Completion and possession of the mandatory boater education card when operating, for operators required to carry it
    - Boat operation under the influence of alcohol (BUI) rules
    - "Rules of the road" and other operating regulations
- Participate with Washington State Parks in the following campaigns:
    - Operation Dry Water
    - National Safe Boating Week
    - Spring Aboard
    - Paddle Safety Week
- My agency will accomplish the goals stated in the A-300 online application and summarized after the signature in this agreement.

AUTHORIZED SIGNATURE

I certify that I am authorized to obligate the Benton County Sheriff's Department listed below, I am authorized to accept such funds, and to guarantee that all grant requirements outlined in this agreement will be met.

_____ _____

Signing Officer Signature Date

_____ _____

Signing Officer Name (Please Print) Title

PREVENTION GOALS SUMMARY	
Total Patrol Hour Goal	840.00
Total Inspections Goal	200.00
Count of State Approved Boater Education Classes Planned	4.00
Sum of Hours for State Approved Boater Education Classes	16.00
Sum of State Approved Boater Education Classes Planned Attendance	60.00
Count of Community Events	4.00
Sum of Community Events Hours	68.00
Count of Presentations to Schools	0.00
Sum of Presentation to Schools Hours	0.00
Count of Presentations to Groups	1.00
Sum of Presentations to Groups Hours	8.00
Count of Dealer Visits Planned	5.00
Sum of Dealer Visits Hours	5.00
Count of Rental Sites Planned	4.00
Sum of Rental Site Visits Hours	4.00
Owned Media Posts	16.00
Earned Media Posts	16.00
Count of Partnering Organizations	4.00
Sum of Partnering Organization Hours	124.00

INTERGOVERNMENTAL AGREEMENT

Between

WASHINGTON STATE PARKS AND RECREATION COMMISSION

And

Benton County Sheriff's Department

Agency Size Category: Large

Marine Lead: Jean-Paul Benitez, 509-572-5643

AGREEMENT# LE: MLE1152

THIS AGREEMENT is between the Washington State Parks and Recreation Commission, "STATE PARKS," and Benton County Sheriff's Department the "AGENCY".

THE PURPOSE OF THIS AGREEMENT is to establish a cooperative framework between STATE PARKS and the AGENCY to enhance the performance of boating safety and education services in the state per RCW 88.02650 and WAC 352-65.010. The goal is to reduce the number and severity of recreational boating casualties of all types associated with recreational boating and ensure a safe and enjoyable boating environment for all users.

THEREFORE, IT IS MUTUALLY AGREED THAT:

SUMMARY STATEMENT

In exchange for vessel registration fees, transmitted to the AGENCY by the Washington State Treasurer, AGENCY shall furnish the necessary personnel, equipment, material, and services and otherwise do all things necessary for, or incidental to, the performance of marine law enforcement and other duties as defined in Chapter 79A.60 RCW - REGULATION OF RECREATIONAL VESSELS.

PERIOD OF PERFORMANCE

The term of this agreement, once signed by STATE PARKS, shall end on September 30 of the current calendar year.

RECORDS MAINTENANCE

The parties to this agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this agreement must be retained for six years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties must have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing.

INDEMNIFICATION

Each party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If STATE PARKS determines that AGENCY is not in compliance with the minimum requirements of this agreement, the State Parks Marine Law Enforcement Coordinator will notify AGENCY in writing of the deficiency. AGENCY will have forty-five days following receipt of the notice of deficiency to submit a plan satisfactory to STATE PARKS to remedy the deficiency. If, after forty-five days, AGENCY has not submitted a plan to STATE PARKS for remedying the deficiency or is unable to demonstrate its ability to meet minimum requirements, STATE PARKS will have the option to terminate this agreement. If AGENCY disagrees with STATE PARKS' decision to cancel this agreement, AGENCY may seek a hearing per chapter 34.05 RCW, the Administrative Procedure Act to contest this decision.

DISPUTES

In the event that a dispute arises under this agreement, it will be determined by a Dispute Board in the following manner: Each party to this agreement appoints one member to the Dispute Board. The members so appointed jointly appoint an additional member to the Dispute Board. The Dispute Board reviews the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board is final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;

b. Summary Statement; and

c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this agreement unless stated to be such, in writing, signed by an authorized representative of the party, and attached to the original agreement.

SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement exist or bind the parties.

CONTRACT MANAGEMENT

The contract representative for each of the parties are responsible for and are the contact person for all communications and billings regarding the performance of this agreement.

The Contact Representative for AGENCY is:

Jean-Paul Benitez, Deputy

Benton County Sheriff's Department

509-572-5643

Jean-paul.benitez@co.benton.wa.us

The Contract Representative for STATE PARKS is:

Matt Stowers, Marine Law Enforcement Coordinator

(360) 902-8835.

IN WITNESS WHEREOF, the parties have executed this agreement.

Washington State Parks and Recreation Commission	Benton County
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Approved As To Form: **Michael Young** **Asst. Attorney General** **12/21/17**	Approved As To Form:

Exhibit A

AGENCY REQUIREMENTS

Signed Agreement:

AGENCY shall sign an Approved Program Agreement with STATE PARKS that contains all qualifications and requirements necessary to establish or maintain eligibility to receive vessel registration fees as established by RCW 88.02.650. AGENCY agrees to use the A-299 Web Forms to provide information necessary to complete the annual Approved Program Agreement. AGENCY agrees to utilize the web-enabled process designated by STATE PARKS to generate the Approved Program Agreement. AGENCY agrees to complete the submission process by October 15, 2020.

Designated Marine Lead / Conference Attendance / Surveys:

AGENCY must designate a "Marine Lead" - the Deputy/Officer/or Supervisor (LT, SGT, Undersheriff) that is responsible for interacting with STATE PARKS on all issues and matters related to AGENCY's Marine Law Enforcement unit. Duties include but are not limited to:

- Ensuring all required reports are completed and submitted to STATE PARKS within document due date guidelines.
- Submitting personnel names to attend training courses and conferences.
- Attending the annual Fall Conference or designating another to attend.
- Ensuring that all commissioned officers/deputies identified in the A-299 Web Form have received Marine Law Enforcement Training.
- Ensuring that all tasks identified on the BOAT Currency Web Form are current and up to date.
- Taking proactive steps to ensure that his/her agency will have all necessary equipment and other necessary infrastructure in place so to utilize the SECTOR system for all boating related safety inspections and warnings. Inspections can be entered into SECTOR at the time of the inspections or at a later time.
- Communicating with STATE PARKS on all matters and issues that may arise around recreational boating safety and marine law enforcement and disseminating information within their agency as appropriate.
- Responding to any and all recreational boating safety surveys sent by STATE PARKS within the requested timeline.
- Ensuring that all data on their agency held by STATE PARKS is up to date and accurate.

Reporting Recreational Boating Activities and Financial Data:

Training Currency Forms: AGENCY agrees to complete a BOAT Currency Web Form for each officer/deputy identified in their A-299 Web Form by October 15 of each year. Only officers/deputies whose training qualifications are current will be considered trained.

Summary of Activity Report Web Forms: AGENCY agrees to use the Summary of Activity Report (SOAR) web form to report all required recreational boating safety (RBS) activities. AGENCY may report the activities daily, monthly, or quarterly using the SOAR Web Forms.

Utilize SOAR Web Forms: AGENCY will use the Summary of Activity Report (SOAR) web form designated by STATE PARKS to report all required RBS Activities.

Reporting Frequency: AGENCY must submit a Summary of Activity Report (SOAR) at least quarterly to STATE PARKS. However, it may report RBS Activities daily or monthly using the SOAR Web Forms.

Review and Approval of SOAR: STATE PARKS will provide AGENCY with a summary of all reported RBS Activities at the end of the quarter and provide AGENCY with the opportunity to correct, update, and/or amend their report to address any inaccuracies or omissions. If all information is correct, AGENCY will print, sign, and submit a copy of the SOAR quarterly summary to STATE PARKS by the designated deadline.

Due Dates: The SOAR is due to STATE PARKS by the 15th of the month following the end of the quarter as follows:

Quarter	Beginning Date	End Date	SOAR Due Date
First Quarter	January 1	March 31	April 15
Second Quarter	April 1	June 30	July 15
Third Quarter	July 1	September 30	October 15
Fourth Quarter	November 1	December 31	January 15

Vessel Registration Fee Expenditure Report: AGENCY will use the Vessel Registration Fee Expenditure Report Web Form to provide STATE PARKS with accounting information as directed. AGENCY agrees to submit this form by October 15 of each year.

EXHIBIT B

FUNDING REQUIREMENTS

AGENCY Financial System Report: AGENCY agrees to provide STATE PARKS with a report from the AGENCY'S financial system that demonstrates that vessel registration fees (VRFs) are deposited in a dedicated account and showing the deposit of state vessel registration funds received from the Office of State Treasurer. See Exhibit E for an example. This report may not be an Excel spreadsheet, and it must be submitted with the Vessel Registration Fee Expenditure Report.

VRF Fund Balance Report: AGENCY agrees to provide STATE PARKS a report from the AGENCY financial system showing the fund balance of the dedicated VRF account. See Exhibit E for an example. VRF fund balance on this system-generated report should match the bottom line on the VRF report ("Total Remaining Balance of State VRF funds for Fiscal Year").

Provide Local Spending: AGENCY agrees to contribute local funds to provide financial support to its marine law enforcement program to augment the funding provided through VRFs.

Limitation on Use of Funds: AGENCY agrees to use VRFs solely for recreational boating safety purposes, which include all activities or expenditures identified in the document "Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants," as now existing or as may be updated in the future. This document can be found on the MLE Forms Website at: http://mle.parks.wa.gov/. AGENCY may charge actual, direct administrative costs to the VRF account. An example would be actual staff hours spent to fill out forms, or to maintain the dedicated account. AGENCY agrees not to charge administrative fees based on an estimated percentage of a staff person's time.

Local Ordinances, STATE PARKS notification: AGENCY agrees that if it adopts a local ordinance governing recreational boating, the ordinances will be at least as restrictive as, but may be more restrictive than, Washington State boating laws and regulations.

EXHIBIT C

OPERATIONAL REQUIREMENTS

Officer/Deputy Qualifications: AGENCY agrees to utilize officers/deputies with law enforcement certificates from the Criminal Justice Training Commission that authorize them to enforce all boating laws and regulations. Officers/deputies who have completed equivalent training may be approved by the STATE PARKS Director or designee.

Officer/Deputy Training Required: AGENCY agrees to ensure that all officers/ deputies involved in the recreational boating safety program attend the Washington State Basic Marine Law Enforcement Training course. STATE PARKS agrees to provide this training at no charge to AGENCY. Only officers/deputies that have attended this training will be considered trained. The AGENCY recognizes the National Association of Boating Law Administrators' Boating Crewmember Course or the Federal Law Enforcement Training Centers' Marine Law Enforcement Training Program as an equivalent course. Officers/deputies may attend an alternative and equivalent course with prior written STATE PARKS approval.

New Programs, Officers/Deputies, Must Acquire Training Within One Year: AGENCY agrees to acquire required training for officers/deputies within one year of becoming an approved program, and within one year for each newly assigned boating safety officer/deputy.

Training Currency: AGENCY must submit a BOAT Currency Requirements Report Web Form for all active personnel listed on the roster submitted with the A-299 Web Form by October 15 each year. These reports must be submitted at least annually but may be updated throughout the year. If AGENCY feels that they will be unable to complete all training tasks required, it shall submit a statement of explanation to the Marine Law Enforcement Coordinator.

Document Additional Training: AGENCY agrees to list on the A-299 form any additional training courses its personnel have completed.

Vessels and Equipment: AGENCY agrees to acquire and make available the necessary boating safety patrol equipment, including vessels capable of serving the minimum requirements outlined in this agreement. Patrol vessels must be properly marked and properly equipped as provided in chapter 88.02 RCW and chapter 352-60 WAC.

Vessel, Aircraft, Vehicle and Equipment Inventory Required: AGENCY agrees to supply STATE PARKS with an inventory of all vessels, aircraft, vehicles, and equipment utilized in the

recreational boating safety missions along with details of how they are equipped each year in the A-299 web form.

Information required on the A-299 includes:

- **Vessels:** STATE PARKS requires the following data on each vessel:
    - Name
    - Manufacturer
    - Radio equipped (Y/N): Radio equipped means the vessel has an agency radio installed or “hardwired”. Non-radio equipped boats are vessels that do not have radios installed. Portable radios may be carried on these boats, but they would be considered non-radio equipped. Examples include personal watercraft, drift boats, jon boats, kayaks, and inflatable rafts (motorized or non-motorized).
    - SECTOR equipped (Y/N): SECTOR equipped boats are the patrol vessels that are SECTOR equipped with a computer or tablet plus printer and scanner, including those that are permanently installed or “hardwired” OR portable cased units that are taken on an off the vessel. Non-SECTOR equipped boats are vessels that do not have a computer, tablet, printer installed or a cased kit.
    - Model
    - Length
    - Type of propulsion
    - Horsepower
    - Year purchased
    - Funds used to purchase the vessel (local, state, or federal)
    - Percent of time employed for the RBS mission

- **Aircraft:** The number of aircraft in your agency and the percentage they used for RBS activities.
    - Aircraft type
    - Manufacturer
    - SECTOR/Radio equipped
    - Model
    - Year
    - Funds Used for Purchase
    - Percent of time employed for the RBS mission

- **Vehicles**: Other Patrol Vehicles (Trucks, Cars, SUVs, ATVs) The number of other patrol vehicles assigned to the marine services unit and the percentage they are used for RBS activities
    - Vehicle Type
    - Manufacturer
    - SECTOR/Radio equipped
    - Model
    - Year
    - Funds Used for Purchase
    - Percent of time employed for the RBS mission

- **Equipment Valued at $5000.00 Dollars** (i.e. Engines, Electronics, etc.): Agencies are required to update their inventory of durable items defined as having a cost or value of $5000.00 dollars or more. Only items listed under “allowable expenses” defined in in the document “Allowable Costs and Expenditures for State Vessel Registration Fees and Federal Assistance Grants“ (found on the MLE Forms Website at http://mle.parks.wa.gov/) should be purchased with vessel registration fees.
    - Equipment Type
    - Manufacturer
    - Model
    - Year purchased
    - Funds used for Purchase (local, state, federal)

Sale of Vessels Purchased with Vessel Registration Fees or STATE PARKS Provided Federal Funding: AGENCY agrees to notify STATE PARKS 60 days in advance of the sale date of any vessel purchased with federal funds provided by STATE PARKS. The sale of vessels purchased with state dollars, when sold at the end of their useful life, must be consistent with the AGENCY’s policies and procedures. AGENCY agrees to remove the vessel from the Patrol Vessel Inventory once it is sold.

Boating Accident Reports Required, Timeline to Submission: AGENCY agrees to submit accident reports to STATE PARKS (in compliance with RCW 79A.60.200, RCW 79A.60.220 and WAC 352-70) as follows:

- For any boating accident resulting in a death, or in an injury requiring hospitalization, AGENCY agrees to:
    - Notify STATE PARKS within 48 hours of becoming aware of the incident.
    - Fill out and submit a complete Boating Accident Investigation Report (BAIR – form number A-425) within ten days of the occurrence.
    - Include the results of any other investigation conducted by the agency, including but not limited to statements from witnesses or any party involved, photos, maps, or additional information.
    - Submit, within one week of completion, any coroner’s reports concerning the death of any person resulting from the boating accident.
- In addition to the requirements above, for any boating accident resulting in a death, or in an injury requiring hospitalization, OR damage to any vessel or property of two thousand dollars or more, OR a vessel is a complete loss, OR a person disappears from the vessel under circumstances that indicate death, AGENCY agrees to submit a Boating Accident Report (BAR – Form number A-440) within 10 days of the occurrence to STATE PARKS.

Boater Assistance: AGENCY agrees to create and maintain the ability to respond, or coordinate response to, boating emergencies that occur within AGENCY’s jurisdiction and document each occurrence and report it to STATE PARKS through the Summary of Activity Report (SOAR) Web Form as prescribed in this agreement. AGENCY agrees to report each incident utilizing the following definitions:

- **Search & Rescue/Recovery**: Search and rescue (SAR) is defined as a water-borne response (including aircraft) involving a person or vessel **in peril**. AGENCY agrees to only report SAR cases on the Summary of Activity Report (SOAR) Web Form that were assigned a case number by their agency or a USCG MISLE Case ID Number and an Urgent Marine Information Broadcast (UMIB) initiated by the USCG. Agencies should not report assists (defined below) as SAR cases.

- **Assist**: An "Assist" is defined as aid where there is no immediate danger to the vessel or its occupants. This includes vessels involved in boating accidents, disabled, aground, out of fuel, or otherwise unable to reach a safe mooring under its own power. Assistance may include providing a tow, jump start, re-floating, re-righting, fuel, repair, repair parts, assisting persons in the water, etc. This does NOT include the salvage of a vessel once abandoned, or commercial vessels. AGENCY agrees to report responses of this nature as assists and will report the number of vessels assisted and the number of persons assisted on the SOAR web form.

Boating Safety Patrols Required, Minimum Hours: AGENCY agrees to patrol on the waters of its jurisdiction with the intent of enforcing Washington State Boating Safety Laws and Regulations and to promote boating safety some minimum hours based on their agency size (Small – 133, Medium – 255, Large - 436) per year during peak boating hours within AGENCY's jurisdiction. Patrol hours can be a combination of hours patrolling on the water in a vessel as well as hours spent at boat launch ramps or other appropriate shore-side enforcement activities.

Enforcement of Boating Laws Required: AGENCY agrees to enforce all Washington State boating safety laws and regulations including vessel registration laws as specified in Title 88 RCW, and as specified in local codes or ordinances. In addition, AGENCY shall document and report the numbers of inspections and warnings for each type of boating violation through SECTOR either at the time of the inspection or at a later time. STATE PARKS recommends that AGENCY adopt a zero tolerance policy in the enforcement of mandatory boater education card carriage, life jacket wear/carriage, boating under the influence, and rules of the road violations, and strongly consider issuing citations for violations of these laws, in all circumstances.

Boating Safety Inspections Required: AGENCY shall complete a minimum of 200 boating safety inspections using the SECTOR system or Form #A-274 during enforcement and informational contacts when considered safe and appropriate to document boater compliance with state boating laws. STATE PARKS will provide boating safety inspection forms. AGENCY shall enter all inspections through SECTOR either at the time of the inspections or at a later time.

Boating Safety Education Program Required, Designated Officer or Deputy: AGENCY shall create, adopt, and/or maintain a boating safety education and information program. At a minimum AGENCY shall designate an officer/deputy to coordinate the activities of the boating safety education program. AGENCY shall ensure that the designated boating safety education officer/deputy receives training from STATE PARKS. AGENCY agrees that the designated officer or deputy will oversee AGENCY's boating safety education and outreach program including, but not limited to, coordinating activities listed in Exhibit F. AGENCY is not obligated to engage in all outreach and education activities listed in Exhibit F but it must ensure that its program is appropriate for the types of boating and primary boating accidents within AGENCY's jurisdiction.

Waterway Marking: AGENCY agrees to place and maintain Aids to Navigation (ATONs) as appropriate, within the waters of AGENCY's jurisdiction. AGENCY agrees to report to STATE PARKS the number and hours spent placing or maintaining only the ATONs that they are responsible for within its jurisdiction on the SOAR web form. AGENCY agrees to use only those waterway markers that conform to the United States Aids to Navigation System.

EXHIBIT D

NOTES AND DEFINITIONS

Washington STATE PARKS' Marine Law Enforcement Training Program is accredited through the National Association of State Boating Law Administrators Boat Operation and Training (BOAT) Program. As a term of accreditation, STATE PARKS must ensure that all active marine officers and deputies maintain proficiency in basic recreational boating safety skills. This is important because these skills are perishable but critical to operate in a marine environment. STATE PARKS recognizes that there are many different circumstances that could prevent training from being completed (wildfires, maintenance issues, staffing shortfalls, etc.). Each circumstance will be evaluated on its own merits.

Approved Program: A marine law enforcement program that has signed an Approved Program Agreement with Washington State Parks and is in good standing.

Boating Safety Patrol: The total number of hours that all agency vessels patrolled on the water. These are the actual hours as documented on the patrol vessel hour meter or logbook. Note that this is different than officer on-water patrol hours. If two officers are patrolling on a single vessel for eight hours, you would report eight boating safety patrol hours and 16 officer on-water patrol hours. The patrol hours do not include transit time to the body of water to be patrolled.

Instructor Qualified Certified Boating Education Instructors: Any officer/deputy designated as Certified Boating Education Instructors must be listed as Instructor Qualified for the Adventures in Boating course by the State Parks Education and Outreach Program Manager. STATE PARKS considers education and outreach activities a key component of preventing boating injuries and fatalities. Classroom instruction, school presentations, and participation in Community Events, along with Dealer and Rental site visits, and effective use of media are crucial to preventing boating accidents and fatalities.

Local Spending: These are funds appropriated by the city or county government used for boating safety programs. Local funds cannot include state or federal grant dollars.

Peak Boating Hours: STATE PARKS defines peak boating hours as four hours on Friday afternoon/evening and 8 hours Saturday and Sunday for weekends from Memorial Day to Labor Day, which equals approximately 332 hours per boating season. STATE PARKS also recognizes that AGENCY may be impacted by non-traditional Peak Boating seasons due to hunting and fishing activities. STATE PARKS maintains this patrol hour goal to ensure local agencies are focused on injury prevention activities. While many agencies patrol many more

hours than 332 and many agencies patrol less than 332 hours, the goal to achieve these patrol hours remains the same. While the patrol hour goal is 332 hours, STATE PARKS has collected data for patrol hours performed by all participating agencies over a period of years and has established the average boat log hours for agencies based on jurisdiction population size according to the U.S. Census. Patrol hours are considered a critical metric. It is used by STATE PARKS to determine if an agency is complying with the minimum requirements. Failing to achieve the minimum number of hours of patrol (based on size) could be a factor in determining ineligibility for vessel registration fees.

RBS Activities: AGENCY is required to report all RBS activities to STATE PARKS on the Summary of Activity Report (SOAR) web form. RBS Activities include, but are not limited to, enforcement activities, outreach and education, and administrative support.

Trained: Commissioned officer/deputy trained by the CJTC or equivalent who has attended the Basic Marine Law Enforcement Course or STATE PARKS approved equivalent and has maintained currency requirements documented on the BOAT Currency Web Form. AGENCY must have a trained officer/deputy aboard a vessel in order to use vessel registration fees to pay either the trained officer or untrained officers/deputies.

Web-enabled Forms: These are forms located on the website http://mle.parks.wa.gov/ that are the official documents used by STATE PARKS in the administration of state vessel registration fees and federal financial assistance grants. These forms replace paper versions used prior to CY 2018 and must be used as a condition of ongoing eligibility to receive state vessel registration fees.

NOTE: Paper inspection forms (Form # A-274) will not be accepted for 2021. SECTOR use is mandatory for all Approved Programs.

EXHIBIT E

FINANCIAL REPORT EXAMPLES

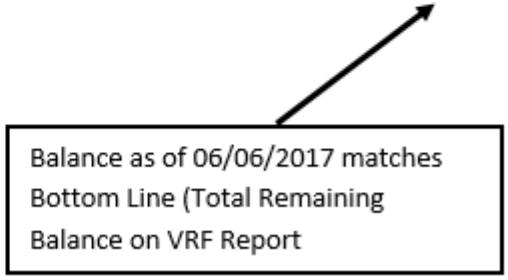
Example of a VRF Fund Balance Report

XXXXXX County

Fund Master – All Funds

Balances as of 06/06/2017

Key	Cash in Funds	Pooled Cash	Pooled Investment	Investment Funds	Cash & Investments	Total Payables	Available Funds
130-Boating Safety	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28
	57,294.64	0.00	0.00	0.00	57,294.64	7,300.64	64,595.28



Example of a Financial System Report

XXXXXXX County
Treasurer Cash Receipt
Receipt #
EFWA12345678

Date of Transfer / Deposit

Date: 060602017
Received From: StateOfWAMonthlyEFT

Customer ID # 8910
Clerk: David Smith

Fund/Key	Revenue	Description	Amount
130	33600840	State Boating Safety	$20,744.72
		Total Receipt Amount	**$20,744.72**

Deposited Into Dedicated Account For Boating Safety

Correct Amount Received

EXHIBIT F

EDUCATION AND OUTREACH TACTICS AND SUGGESTED GOALS

- **Education Classes:** This is classroom instruction of the Adventures in Boating course sanctioned by Washington State Parks that qualifies passing students to obtain a Mandatory Boater Education Card.
    - Small Agency, 15 students, 1 Class
    - Medium Agency, 20 students, 1 Class
    - Large Agency, 50 students, 1 Class

- **Boating Safety Presentations to Groups:** These are boating safety presentations to various groups, yacht clubs, kayak clubs, anglers, and any groups that use boats on the water.
    - Small Agency, 10 hours
    - Medium Agency, 15 hours
    - Large Agency, 25 hours

- **Boating Safety Presentations to Schools:** These are presentations to local public and private schools, K-12, colleges or universities.
    - Small Agency, 10 hours
    - Medium Agency, 15 hours
    - Large Agency, 25 hours

- **Vessel Rental Site Visits:** These are site visits to local vessel rental sites if they exist. The intent is to ensure the employees and renters are following the guidance on the Motor Vessel Rental Safety Checklist (Form number P&R A-446 - Rev 04/2017). These can also be site visits to businesses that rent out kayaks, canoes, stand-up paddleboards or other small non-motorized craft. The intent of visits in this case is to emphasize basic safety behaviours such as encouraging renters to always wear a life jacket and encouraging boating in low hazard areas.
    - Small Agency, 2 visits
    - Medium Agency, 4 visits
    - Large Agency, 6 visits

- **Participation in Community Events**: These are events like county fairs, parades, and night outs that have the ability to reach large numbers of community members. A qualified event requires face-to-face interaction with community members. Participation on the water in regattas, races, opening days where there is little to no face-to-face interaction between officers/deputies and community members does not count as a “Community Event”. Also, maintaining a screen line or security area at an on-water event does not count for reporting event hours on the SOAR.
    - Small Agency, 40 hours
    - Medium Agency, 150 hours
    - Large Agency, 275 hours

- **Vessel Dealer Site Visits:** These are visits to vessel dealerships and brokers, where applicable, to ensure they are following dealer registration laws, educate them on any safety issues with type of vessels they sell, and checks that required safety equipment is on board during test rides and sea trials. Dealers should also be encouraged to remind their customers of the mandatory boater education requirement.

- Small Agency, 5 visits
- Medium Agency, 10 visits
- Large Agency, 15 visits

- **Professional Prevention Partners (Safe Kids, Power Squadron, USCG Auxiliary, etc.):** Engaging partners can multiply the effectiveness of a marine law enforcement program's effectiveness by increasing its area of influence and leveraging the resources of partners. Partnering activities include meetings, conference calls, event participation, and actual on-water time. Agencies should report the hours spent working with Prevention Partners conducting RBS activities in their jurisdictions as well as meetings, conference calls etc.
    - Small Agency, 1 hour
    - Medium Agency, 3 hours
    - Large Agency, 5 hours

Media Contacts: Agencies should distribute recreational boating safety content through their own social media channels, social media channels of their partners, or the news media.

- **Owned Media:** This is the number of hours spent on this activity and the number of posts or articles distributed through communication channels that are owned and managed by the agency, like the agency website, social media channels (Facebook, Twitter), newsletters, etc.
    - Small Agency, 4 hours
    - Medium Agency, 8 hours
    - Large Agency, 16 hours

- **Earned Media:** This is the number of hours spent on this activity and the number of articles broadcast through media channels that are not managed by the agency. Examples include stories in the newspaper, radio, television. Agencies should also count the number of recreational boating safety posts on the social media channels of partner organizations when the agency can show that the posts are the result of its interaction with that partner.
    - Small Agency, 4 hours
    - Medium Agency, 8 hours
    - Large Agency, 16 hours

- **Campaigns; Operation Dry Water, Spring Aboard, National Safe Boating Week, and Safe Paddling Week:** See the SOAR web form for reporting requirements, and goals for all agencies regardless of size is participation in these campaigns. The State Parks Recreational Boating Safety Communication staff will distribute content to all agencies for each of the campaigns, making participation quick and simple. These campaigns can have a powerful impact if all agencies participate.

    - The Operation Dry Water campaign is a national campaign focused on the deterrence of boating under the influence. Participation in this campaign is mandatory for all agencies that receive a federal assistance grant. It is a combination of emphasis patrols and media the weekend before the Fourth of July.
    - The Spring Aboard campaign is a national campaign designed to encourage all boaters to take a recreational boating safety class. It occurs in late March.
    - National Safe Boating Week is a nationally observed week focused on encouraging all boaters to wear their lifejackets. In addition to media posts, agencies are encouraged to

participate in “Wear IT” events. More information will be distributed in the late winter about this campaign to help agencies effectively participate. This campaign is sponsored by the National Safe Boating Council.

- Safe Paddling Week is a new campaign being sponsored by the Washington State Parks Recreational Boating Safety Program. The purpose of the week is to elevate awareness around basic paddling safety behaviours such as always wearing a PFD, obtaining training etc.

EXHIBIT G

DATA ENTERED ON THE A-299 FORM

Washington State Parks & Recreation Commission – Recreational Boating Program

Request for Boating Safety Program Approval

Application Year:

2021

AGENCY INFO	
Agency Name	**Agency Size**
Benton County Sheriff's Department	Large
Agency Signing Officer Title	**Signing Officer First Name**
Sheriff	Jerry
Signing Officer Last Name	**Dedicated Account Number**
Hatcher	0127101

STAFFING

Roles	SAW ID	Rank	First Name	Last Name	Commission	FT/PT	Email Address	Date of Marine L.E. Training	Training Current?	Non-WA Parks Courses
Supervisor, Fiscal Lead		Marine Lead	Jon	Law	Regular	Full time	jon.law@co.benton.wa.us		N/A for this position	Commander over Patrol and Marine Patrol
Lead Accident Investigator, Boating	bretthansen	Deputy	Brett	Hansen	Regular	Full time	brett.hansen@co.benton.wa.us	4/14/2013	Yes	Certified Boater Ed Instructor, Advanced

Safety Officer,Coordinator of Boating Education,Certified Boating Ed Instructor										Vessel Operations
Lead Accident Investigator, Boating Safety Officer,Coordinator of Boating Education,Certified Boating Ed Instructor,Marine Lead		Deputy	Jean-Paul	Benitez	Regular	Full time	Jean-paul.benitez@co.benton.wa.us	3/31/2013	Yes	BOSAR #1, Advanced Vessel Operations
Boating Safety Officer	bsurplus	Deputy	Bruce	Surplus	Regular	Part time/Seasonal	bruce.surplus@co.benton.wa.us	4/5/2015	No	
Boating Safety Officer	mhinkle22	Deputy	Michael	Hinkle	Regular	Part time/Seasonal	michael.hinkle@co.benton.wa.us	4/5/2015	No	
Boating Safety Officer		Deputy	Brian	Tungsevik	Regular	Part time/Seasonal	brian.tungesvik@co.benton.wa.us	4/5/2015	Yes	
Boating Safety Officer		Deputy	Brian	Ohler	Regular	Part time/Seasonal	brian.ohler@co.benton.wa.us	4/9/2017	No	
Boating Safety Officer		Deputy	Michael	Ramos	Regular	Full time	michael.denoma-ramos@co.benton.wa.us	4/12/2015	Yes	
Boating Safety Officer		Deputy	Natalie	Griffin	Regular	Full time	natalie.griffin@co.benton.wa.us	4/5/2015	No	
Boating Safety Officer		Deputy	Doug	Hollenbeck	Regular	Part time/Seasonal	doug.hollenbeck@co.benton.wa.us	4/2/2017	No	

Boating Safety Officer		Deputy	Adam	Flohr	Regular	Part time/Seasonal	adam.flohr@co.benton.wa.us	4/14/2013	No	
Boating Safety Officer		Sergeant	Jon	Schwarder	Regular	Full time	jonathan.schwarder@co.benton.wa.us	4/12/2015	No	
Supervisor		Lieutenant	Mathew	Clarke	Regular	Full time	mathew.clarke@co.benton.wa.us	4/13/2008	N/A for this position	
Boating Safety Officer		Deputy	Brad	Klippert	Regular	Full time	brad.klippert@co.benton.wa.us		Yes	

Number of Full Time RBS Officer	**Number of Part Time/Seasonal RBS Officers**
5.00	6.00
Number of Other RBS Officers	**Marine Lead Mobile Phone**
0.00	509-572-5643

BOAT PATROL SCHEDULE

Patrol Season Begins	**Patrol Season Ends**
5/24/2021	9/2/2021

	Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
Patrol Hours	12.00	0.00	0.00	0.00	0.00	12.00	12.00
Number of Officers	2.00	0.00	0.00	0.00	0.00	2.00	2.00
Number of Vessels	1.00	0.00	0.00	0.00	0.00	1.00	1.00

Total Planned Patrol Hours
840.00

Total Planned Inspections
200.00

RBS EQUIPMENT, VESSELS, AIRCRAFT AND VEHICLES

Type	Vessel Name	Vehicle/ Aircraft/ Equipment Type	Manufacturer	Sector/ Radio	Model	Length	Propulsion Type	Horse Power	Year	Funds Used for Purchase	% Time Used for RBS
Vessels	Wind River		Wind River	Radio equipped	1997	24.00	Jet	350.00	1,997		100.00
Vessels	Safeboat		Safeboat	SECTOR equipped,Radio equipped,	2008	23.00	Outboard	400.00	2,008		100.00
Vehicles		Dually Pickup	Ford		F-350				2,013		100.00
Vessels	NW Jet		NW Jet	SECTOR equipped,Radio equipped,	2008	25.00	Jet	375.00	2,008		100.00
Vessels	Safeboat		Safeboat	SECTOR equipped,Radio equipped,	2019	27.00	Outboard	600.00	2,019	Local,	100.00
Equipment		10.4" Chart Plotter/Radar/ Navigation Console w/ 18" 2.2kw Radome	Foruno		1824C/ NT				2,008		
Equipment		2-Outboard Engines	Mercury		Sea Pro 300				2,019	Local,	
Equipment		2-Outboard Engines with Rigging	Mercury		Verado 200xl/xcl				2,008		
Equipment		Boat Trailer	E-Z Loader						2,008		
Equipment		Boat Trailer	E-Z Loader						2,019	Local,	
Equipment		12" Foruno Chart Plotter	Foruno		Navnet Tztouch				2,019	Local,	
Equipment		FLIR	FLIR		M625S				2,019	Local,	

Number of Radio Equipped Boats	Number of Non-Radio Equipped Boats
4.00	0.00
Number of Aircraft	**Number of Other Patrol Vehicles**
0.00	1.00
Number of Vessels SECTOR Equipped	**Number of Vessels Non-SECTOR Equipped**

3.00	1.00

LOCAL ORDINANCES

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 16, 2021
Subject:	2020 Communications & Social Media Report
Presenter:	Shyanne Palmus, Communications Coordinator
Prepared By:	Shyanne Palmus, Communications Coordinator
Reviewed By:	Adam Fyall, Sustainable Development Manager

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

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

Summary / Background Information

Staff will present a brief summary of the 2020 communications and social media efforts of the County, including various statistics and goals for the future.

Fiscal Impact

N/A

Recommendation

N/A

Suggested Motion

N/A



COMMUNICATIONS & SOCIAL MEDIA

2020 Year End Report

COMMUNICATIONS

Over the course of the year, the County published 32 press releases which were sent to news media, local agency partners, posted on the website, and shared on our social media pages.

This press release total count does not necessarily include communications specific to the COVID-19 pandemic (i.e. internal staff memos, office closure flyer updates, etc.).

Throughout the year, Benton County staff (including various departments and offices) worked closely with the Benton-Franklin Health District to coordinate messaging that was consistent and as up to date as possible regarding the status of COVID-19 testing, transmission rates, and other key prevention messaging.

Working to have a unified message posed its challenges, especially given the continuous changes implemented by the Governor's Office and the State Department of Health.

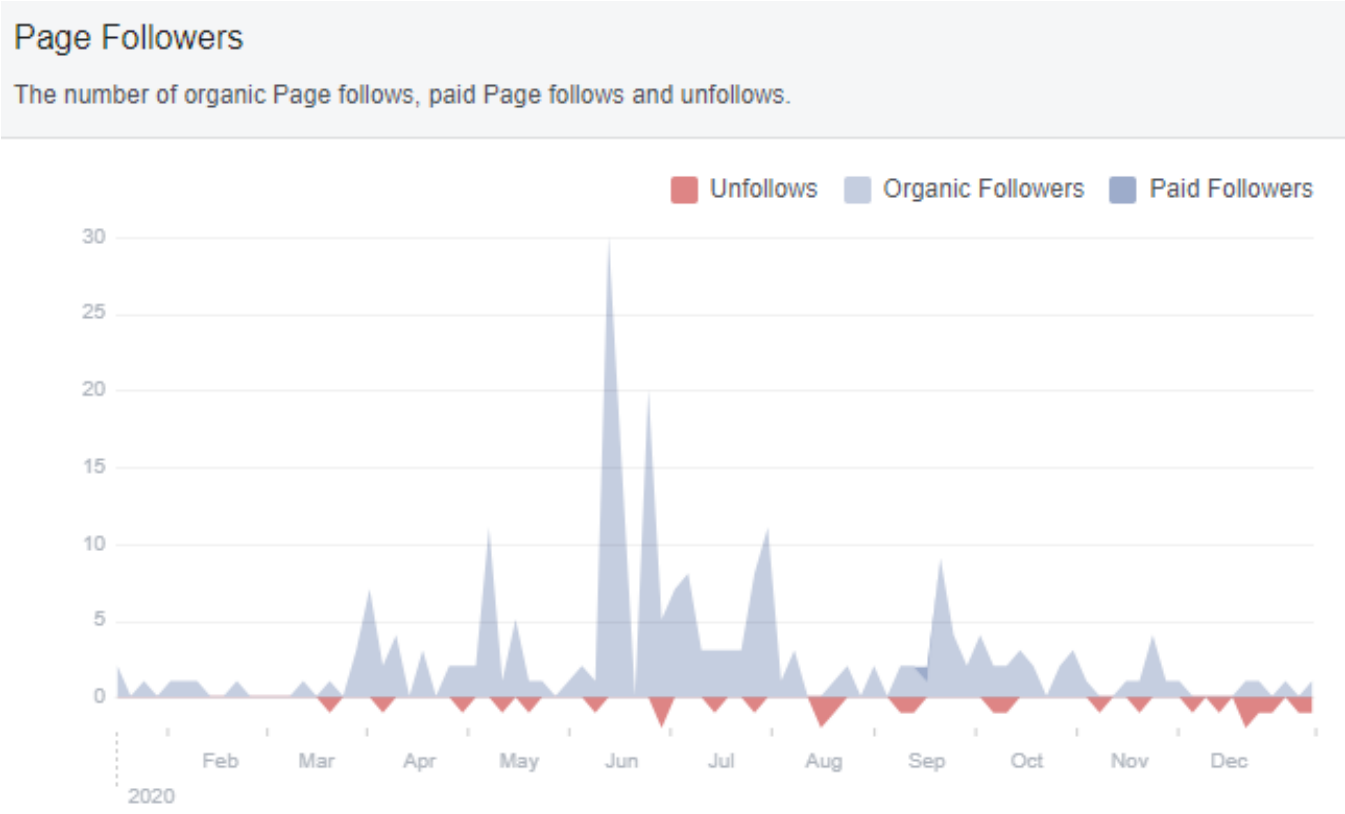
In addition, the County partnered with Visit Tri-Cities, other local government organizations, and the Benton-Franklin Health District to produce and air multiple PSA videos and radio ads to encourage mask wearing, physical distancing, and good health and hygiene.

Along with periodic press releases and the ongoing communications for the COVID-19 pandemic, staff prepares brief summaries of each regular Board meeting, including any items on the agenda for public hearing, presentation, or other business – specifically focused on items of public interest and those which the Commissioners take formal action on. In 2020, forty-one (41) weekly review documents were created and sent to news media, local agency partners, posted on the website, and shared on social media.

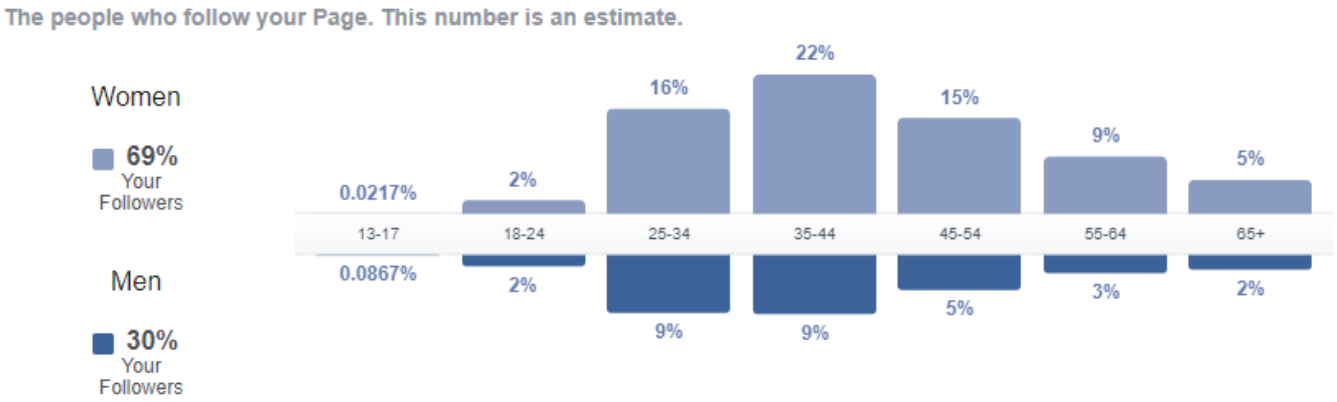
FACEBOOK: *(TOTALS ARE AS OF DECEMBER 31, 2020)*



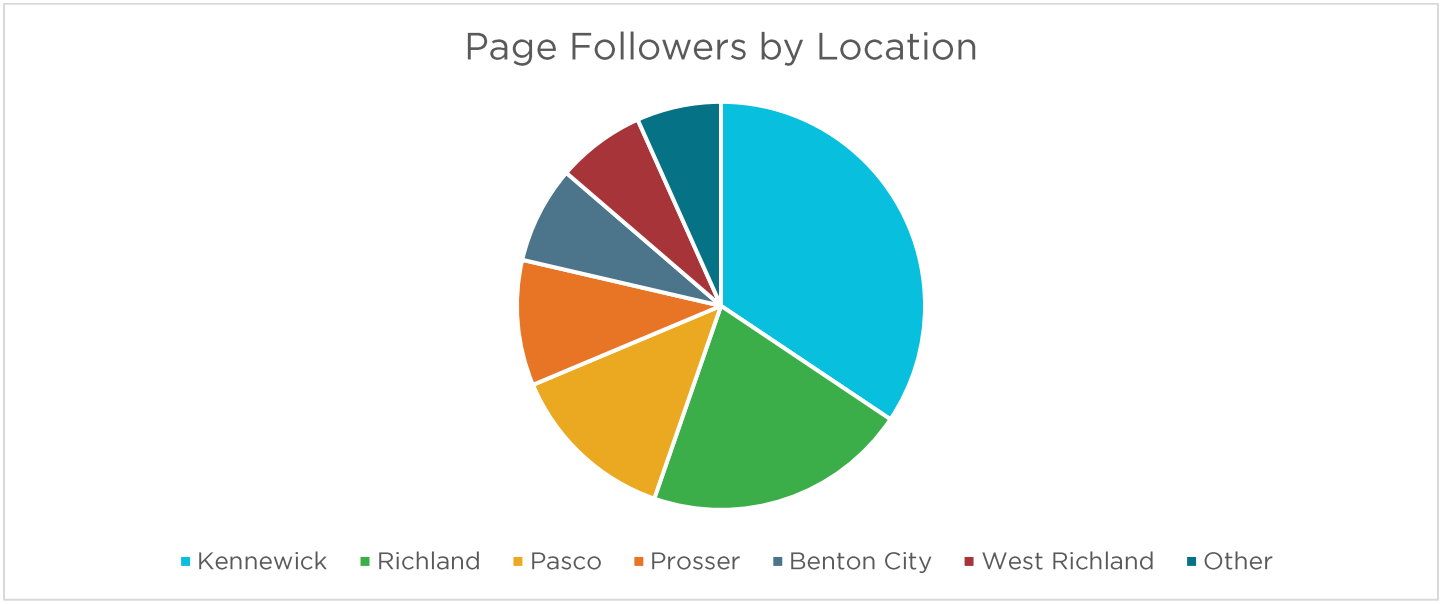
As you can see, throughout 2020 our page continued to see a steady increase of page following. On January 1, 2020 we had 3,895 followers. On December 31, 2020 we had 4,589 followers. Throughout the year, we had various peaks in following as well as the occasional unfollow, which is expected for any page.



Overall, 69% of our page followers are women and 30% are men, with the largest percentage for each gender coming from the 35-44 age category, followed by the 25-34 age category.



The majority of our followers reside in Kennewick (34%) followed by Richland (21%), Pasco (13%), Prosser (10%), Benton City (8%), and West Richland (7%). The remainder of our followers (7%) are spread between Finley, Grandview, Sunnyside, and Yakima.



The COVID-19 pandemic and its related communication took center-stage in 2020 and made the County's operations look different than in years past. Our social media presence and operations were not excluded from this. It comes as no surprise that posts related to the pandemic, opening and/or closing of businesses and other related information were the highest-performing posts on our page throughout the year.

The highest performing post of the year occurred June 19, 2020 regarding the Counties' joint submission of an amended reopening plan to the Washington State Secretary of Health. The post reached over 31,000 people, with 118 reactions/comments/shares. The item was posted as a "note" on our page (a feature that we used regularly to post longer, text-heavy items but that is no longer available, as Facebook removed the feature in an update later in the year). The second-highest performing post was, again, a COVID-19 related post occurring on July 2, 2020 regarding the Counties' approval to move to modified Phase 1 under the State's reopening guidelines. The post reached nearly 12,000 people with 159 reactions/comments/shares.

Benton County, WA Government is sharing a COVID-19 Update.

Published by Shyanne Palmus [?] · June 19, 2020 ·

Benton and Franklin Counties Submit Amended Reopening Plan

FOR IMMEDIATE RELEASE: June 19, 2020

Benton and Franklin Counties Submit Amended Reopening Plan

Benton and Franklin Counties submitted a joint amended reopening plan to Washington State Secretary of Health

See More

31,025 People Reached	**6,463** Engagements

Boost Unavailable

Robin Reeves, Jim Talbott and 21 others — 25 Comments 12 Shares

Like · Comment · Share

31,025 People Reached		
118 Reactions, Comments & Shares		
24 Like	**17** On Post	**7** On Shares
3 Love	**2** On Post	**1** On Shares
3 Haha	**3** On Post	**0** On Shares
1 Wow	**1** On Post	**0** On Shares
1 Sad	**1** On Post	**0** On Shares
1 Angry	**1** On Post	**0** On Shares
73 Comments	**54** On Post	**19** On Shares
12 Shares	**12** On Post	**0** On Shares

Benton County, WA Government is sharing a COVID-19 Update.

Published by Shyanne Palmus [?] · July 2, 2020 ·

Benton & Franklin Counties Approved to Move to Modified Phase 1

JOINT MEDIA RELEASE: Benton County Commissioners, Franklin County Commissioners, and Benton-Franklin Health District

Contact:
Benton-Franklin Health District PIO
Eoc.pio@bfhd.wa.gov

See More

11,996 People Reached	**2,149** Engagements

Boost Unavailable

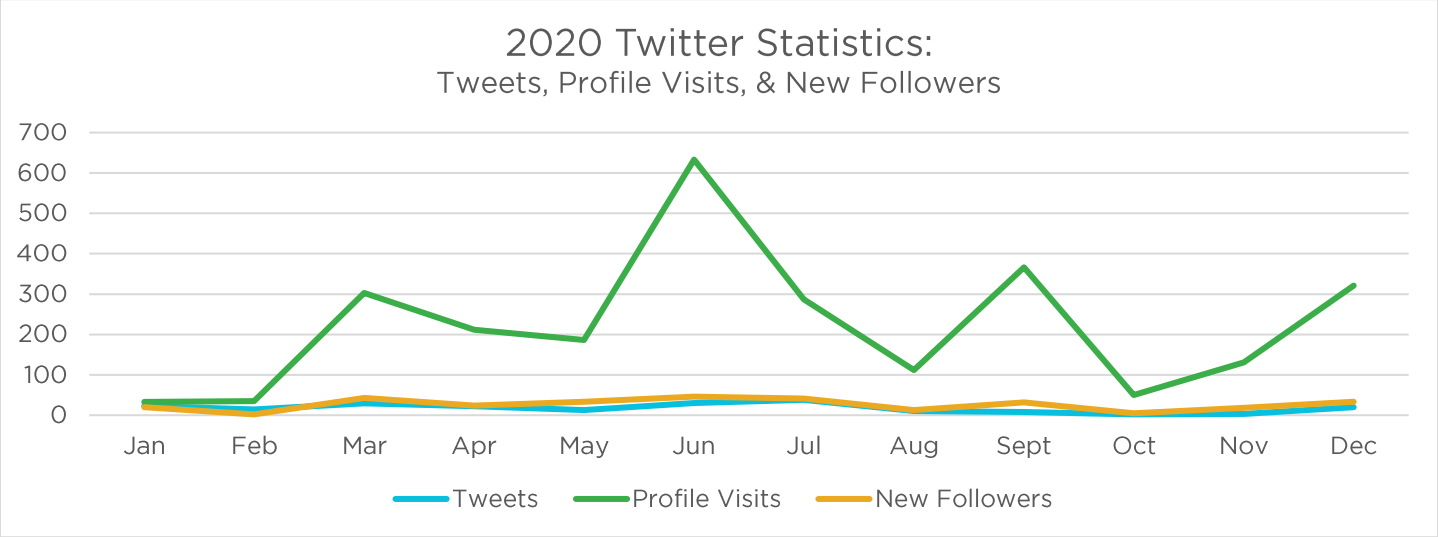
Larry Halls, Olga Shaw and 33 others — 10 Comments 39 Shares

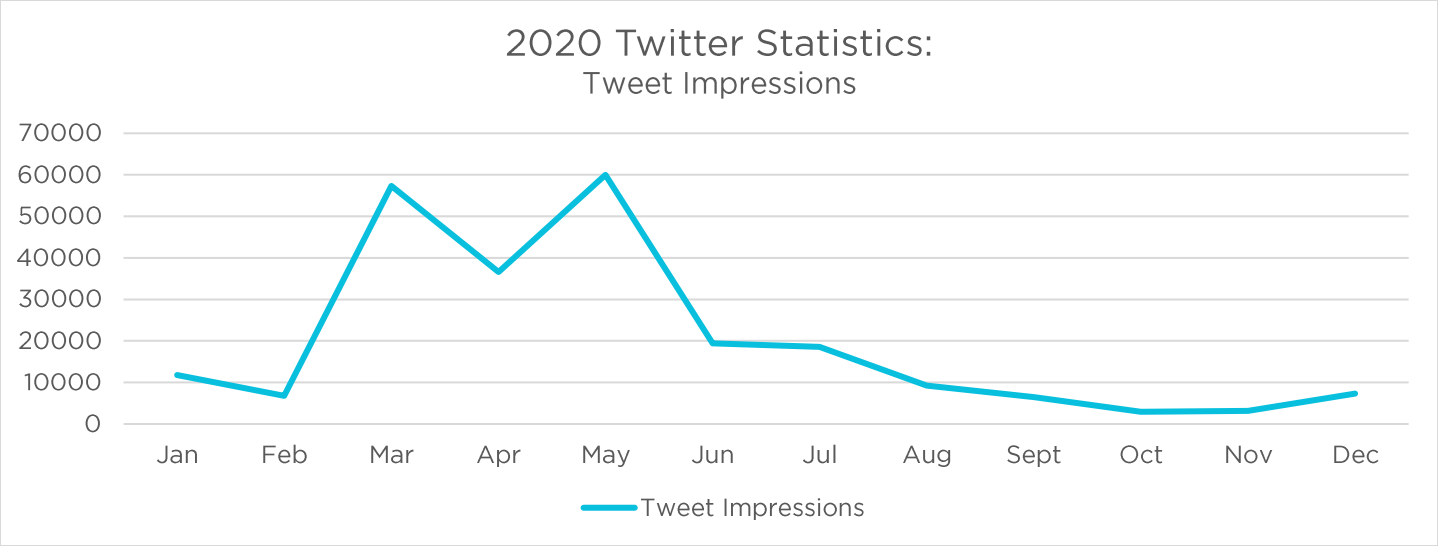
Like · Comment · Share

11,996 People Reached		
159 Reactions, Comments & Shares		
75 Like	**28** On Post	**47** On Shares
3 Love	**2** On Post	**1** On Shares
5 Haha	**5** On Post	**0** On Shares
2 Wow	**1** On Post	**1** On Shares
35 Comments	**14** On Post	**21** On Shares
39 Shares	**39** On Post	**0** On Shares

TWITTER: *(TOTALS ARE AS OF FEBRUARY 12, 2021)*

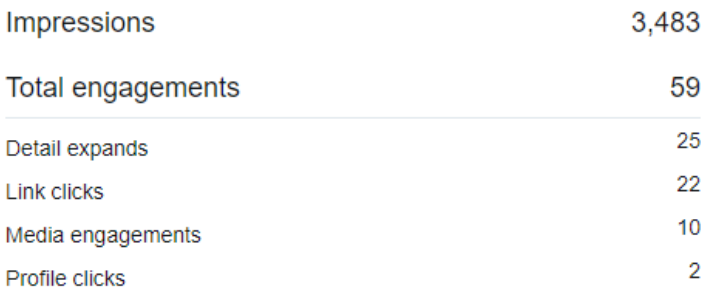
Total Followers: 1,163 followers





The top tweet of the year earned 3,331 impressions and was a COVID-19 update posted May 1, 2020 regarding changes to the Benton and Franklin Counties' Phase 1 construction requirements under the Governor's Safe Start Phased Reopening Plan.





The second top tweet earned 3,132 impressions and was posted on August 11, 2020 featuring Representative Dan Newhouse and his tour of public lands in relation to the proposed reconveyance of Army Corps of Engineers owned land to local jurisdictions.



Benton County, WA Government
@BenCoWAGov
We had the honor of hosting the kick-off of **@RepNewhouse**'s half-day tour of selected public lands along the Columbia River on a still and sunny Monday morning this week. Congressman Newhouse was meeting with representatives of the two counties and three cities. (1/3) pic.twitter.com/wlzQCrzCxs

Impressions	3,555
Total engagements	64
Media engagements	32
Detail expands	18
Likes	6
Replies	5
Retweets	2
Profile clicks	1

LOOKING AHEAD

As we enter into 2021, we have maintained our strong presence on social media (especially considering we had no social media presence until mid-year 2016). However, I think there are ways that we can continue to grow our reach and our audience base to better serve the community and communicate more effectively.

In 2021, I plan to continue publishing the Board of Commissioners' weekly reviews (which cover the main topics discussed at meetings) as well as increasing the collaboration with other County departments.

In 2020, I began collaborating with GIS to publish information about mapping services available (with a theme that is relevant for the season/time of year) in order to increase awareness of our mapping services. Additionally, I work with the Canine Shelter and Parks to create, publish, and share a quarterly newsletter for their department that tells their story and shares information about their projects. Due to the changes in operation in 2020, we saw a drop-off of those newsletters, which I'd like to revive in 2021.

As always, I regularly receive feedback and information to share on social media from various County departments including road closures, public hearing notices, office closures, and more.

A goal that I have for 2021 is to better support and encourage our other social media account administrators (i.e. Canine Shelter, Prosecutor's Office, Mental Health Court, Fairgrounds, Parks, Auditor, etc.) with growing their audience and strategizing how to improve their social media content and regularity of posting, as well as supporting and partnering with other government and community agencies (cities, ports, Health District, Transit, etc.).

This year will also bring the need to review the County's Social Media Policy for any updating needs, which I will conduct in conjunction with the Prosecutor's Office.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	16 March 2021
Subject:	Water Issues Briefing
Presenter:	Adam J. Fyall & Dr. Darryll Olsen
Prepared By:	AJF
Reviewed By:	AJF

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 Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contracts

Summary & Background

It has been a long time since the Board has had a water issues briefing. The County has received notice of several water right transfer actions recently, the topic of the Snake River dams has come to the forefront again, and we have new County personnel that would benefit from a brief but focused discussion.

Mr. Fyall will open with a few thoughts and then introduce Dr. Darryll Olsen who will carry most of the discussion. Dr. Olsen is the chair of the Benton County Water Conservancy Board and also the executive director of the Columbia-Snake River Irrigators Association. The discussion is open to anything commissioners would like to explore, but the three main topics staff and Dr. Olsen are planning for are:

- Water Conservancy Board – roles, responsibilities, procedures, relationship to Benton County.
- Columbia-Snake Rivers Irrigators Association – who are they and what do they do?
- Snake River Dams – current situation, litigation, advocacy, etc.

Fiscal Impact

None.

Recommendation

None.

# # #