

Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator



To view items in detail,
click on highlighted areas.

Notice: Meeting provided by Live-Broadcast and Telephonically as follows:

Live-Broadcast @ link below:

<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

Telephonically by:

Dial: 509 222-2310

Meeting ID: 4961#

Attendee Access Code: 4961#

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, March 23, 2021

9:00 AM Call to Order

Pledge of Allegiance

Approval of Minutes

❖ **March 16, 2021**

Review Agenda

Consent Agenda

Office of Public Defense

- a. Amended District Court Public Defense Agreement w/John Gleason
- b. Providing Michelle Alexander Additional Compensation Handling a Juvenile Attempted Murder Case

Pest Board

- c. Reappointment of Matt Eddie to the Horticultural Pest & Disease Board
- d. Reappointment of David Murray to the Horticultural Pest & Disease Board
- e. Reappointment of Kevin Christensen to the Horticultural Pest & Disease Board

Public Works

- f. Renaming a Portion of Calico Court

- g. Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal & Certification for Submittal to C.R.A.B.

Purchasing Dept.

- h. Contract w/Dynamic Laundry Systems for Washer Replacement Project @ the Jail

Sheriff

- i. Moorage Agreement w/Port of Kennewick for Boat Slip @ Clover Island Marina
- j. Memorandum of Understanding w/US Marshal for Joint Law Enforcement Operations Task Force

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

Public Hearing

Short Plat Vacation - SPV 2021-001 ~ M Cooke

Scheduled Business

Hanford Briefing ~ A Fyall

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

Supplement Requests for Public Hearing ~ L Ivey

- **0108101** ~ Human Services
- **0000101.139** ~ CE CARES/CRRSAA
- **0129101** ~ REET Technology
- **0149101** ~ Protective Inspection
- **0000101.111** ~ CE District Court
- **0000101.115** ~ Non-Departmental

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 16, 2021, 9:00 a.m.

Meeting provided by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen (via/WebEx); Robert Heard, IT Manager; Human Services Manager Kyle Sullivan; Douglas D'Hondt, County Engineer; Greg Wendt, Brad O'Brien, and Rod Worthington, Community Development Department; Finance Manager Linda Ivey; Lexi Wingfield, HR Manager; Adam Fyall, Sustainable Development Manager; Commander Jon Law Judge Joe Burrowes; Superior Court Administrator Tiffany Deaton; Shyanne Palmus, Communications Coordinator; DPA Ryan Brown; Katie Gillies, Sheriff's Office.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 9, 2021 were approved.

Review Agenda

The following changes were made to the agenda:

- Jail - grease trap cleaning contract
- Phase 3 Opening – Discussion

Consent Agenda

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

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

None.

Public Hearings

Close-Out WA State Dept. of Commerce – COVID Grant

Kyle Sullivan and Tammy McKiernan said a public hearing was required to close out the community development block grant in the amount of \$79,061 awarded to BF Community Action Committee to fund public services for low-and moderate-income persons. The following services were provided to non-entitlement communities in Benton and Franklin Counties during the shutdown:

- Eviction prevention – to 15 households/56 individuals
- Utility assistance – 4 households
- 22 households received LIHEAP assistance and conservation education
- 72 additional services were provided i.e. information/referral, diapers, blankets, coats, and masks when needed

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

MOTION: Commissioner McKay moved to approve closing out the CDBG-Covid Grant #19-62210-02 as presented. Commissioner Small seconded and upon vote, the motion carried.

Amendment to Six-Year Road Program

Douglas D'Hondt presented the amendment to the 2021-2016 Six-Year Road Program to include a safety enhancement project that was awarded by the federal government for a guidepost and guardrail installation project.

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

MOTION: Commissioner McKay moved to amend the 2021-2026 Six-Year Road Program as presented to include the Guidepost and Guardrail Installation Project. Commissioner Small seconded and upon vote, the motion carried.

Ordinance Amendments – Benton County Codes 3.04, 3.08, 3.12, 3.16 and 3.24

Greg Wendt, Brad O'Brien and Rod Worthington presented and reviewed the proposed ordinance amendments to implement the new International Building, Residential, Mechanical, Fire, Swimming Pool and Spa and Uniform Plumbing Codes adopted by the State of Washington effective February 1, 2021.

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

MOTION: Commissioner McKay moved to adopt the ordinance and approve the resolution for Benton County Code 3.04 - 2018 International Building Code. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to adopt the ordinance and approve the resolution for Benton County Code 3.08 - 2018 Uniform Plumbing Code. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to adopt the ordinance and approve the resolution for Benton County Code 3.12 - 2018 International Mechanical Cod. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to adopt the ordinance and approve the resolution for Benton County Code 3.16 - 2018 International Fire Code. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to adopt the ordinance and approve the resolution for Benton County Code 3.24 - 2018 International Swimming Pool and Spa Code. Commissioner Small seconded and upon vote, the motion carried.

Amended Building Permit Fee Schedule

- Greg Wendt, Brad O'Brien and Rod Worthington presented the building permit fee schedule amendment. The County last evaluated its fees in January 2010. A recent

comparison found Benton County fees were lower than neighboring counties and staff proposed the following:

- Residential permits – charge 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 fee for address posts from \$30.00 to \$35.00
- With new software, the goal is to provide the public process completely on line.
- The Home Building Association, as a rule, does not support fees changes. However, they did support the new software, training, and technology improvements
- Estimated Revenue Increase - \$90,000 to \$100,000

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

MOTION: Commissioner McKay moved to approve the resolution to adopt the changes to the Building Division fee schedule as presented. Commissioner Small seconded.

Discussion

Commissioner Small said he hoped everyone understood the County had not changed its fees for over 10 years.

Upon vote, the motion carried unanimously.

Scheduled Business

Benton County Budget Policies & Procedures – Amendment No. 1

Linda Ivey, Brad O'Brien and Greg Wendt presented the proposed amendment. Ms. Ivey said the current budget policies/procedures was updated in 2019. However, it was desired to add a subsection to set a minimum fund balance for the Protective Inspection Fund to meet operational needs equal to at least one year of appropriated budget expenditures.

MOTION: Commissioner Small moved to adopt Amendment 1 to the Benton County Budget Policies and Procedures, Resolution 2019-753. Commissioner McKay seconded and upon vote, the motion carried.

Position Request - Building Inspector I

Greg Wendt, Brian O'Brien and Lexi Wingfield presented the request for a new Building Inspector I. Code changes and more complex cases had created a burden on the Building staff, and they were requesting a new Building Inspector to assist with inspections and plan review. Ms. Wingfield said her review determined a Building Inspector I, non-bargaining grade 11 was the best fit for the position. The Line Item Transfer would create the position, and a supplement would be done later to fund the rest of the position. The position would be funded by the fee increases and

would not impact the current budget. Mr. Wendt added that this would bring the department back to pre-2015 staffing levels, even though demand had not changed.

Mr. MacPherson added that this was not part of Current Expense, but a special fund, and this was part of the bigger picture with fee updates and bringing this department in line with current demands.

MOTION: Commissioner McKay moved to approve the resolution and attached Line Item Transfer to create a Building Inspector I, as presented. Commissioner Small seconded and upon vote, the motion carried.

Position Request – Superior Court - Executive Assistant

Tiffany Deaton, Judge Joe Burrowes, and Lexi Wingfield presented a request to change an open Court Reporter position to an Executive Assistant. They had been unable to fill the Court Reporter position but did have a need for an Executive Assistant to help Ms. Deaton with accounting roles and contracts/resolution. This was a bi-county position and Franklin County would support the position if Benton County approved it. Additionally, the change would be budget neutral going from a bi-county non-bargaining grade 14 to a bi-county non-bargaining grade 13.

The court reporter function had diminished, and they were doing it on a priority basis, based on high profile and criminal cases. However, they did not plan to ask to bring this position back.

MOTION: Commissioner McKay moved 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. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the resolution and attached Line Item Transfer to change a Court Reporter to an Executive Assistant, effective March 1, 2021. Commissioner Small seconded and upon vote, the motion carried.

MOU – Benton Fire District No. 6 – Purchase of Jetboat/Trailer

Commander Jon Law and Katie Gillies presented a Memorandum of Understanding to sell the wind river jet boat and trailer to Fire District #6 in the amount of \$2,500. It would also allow the Sheriff's office use of the boat for emergency responses on the Columbia River if needed.

MOTION: Commissioner McKay moved to approve the MOU between Benton County and Benton Fire District No. 6, as presented. Commissioner Small seconded and upon vote, the motion carried.

Boat Safety Program - Federal Financial Assistance Grant

Commander Jon Law and Katie Gillies presented the grant award received from the Washington State Parks and Recreation Committee to be used for marine enforcement, vessel safety inspections, education/training & equipment for boating safety.

MOTION: Commissioner McKay moved to approve the resolution and grant award in the amount of \$13,501.93 as presented. Commissioner Small seconded and upon vote, the motion carried.

2020 Communications/Social Media Report

Shyanne Palmus gave a summary of the 2020 communications and media efforts and goals and briefly discussed the following:

- Communications - 32 press releases
- Worked closely with county departments and Health District and local partners about communications for Covid-19 pandemic; Covid-19 took center stage in 2020
- Facebook – over 4,000 followers – steady increase
- Twitter – over 1,100 followers
- Social media policy to be updated later this year

Water Issues Briefing

Darryll Olsen, Chair of Benton County Water Conservancy Board/Executive Director of Columbia-Snake River Irrigators Association briefed the Board on water issues and discussed the following issues in detail:

- Water Conservancy Board history and roles - water rights and changes/transfers; auditing
- Litigation/Advocacy – Lower Snake River Dams Breaching

Scout Clean Energy's Application to EFSEC – Horse Heaven Wind Farm

Ryan Brown and Greg Wendt stated they met with EFSEC staff and legal counsel to go over the process. The EFSEC meeting on the 30th was not a hearing, but an informational meeting where the applicant would explain the project and the public could ask questions. After that, there would be a land use consistency hearing and the applicant had requested an expedited review.

Mr. Brown said he would review the codes and what they required but it was premature to determine if they were consistent with Benton County's land use codes.

Mr. Brown reminded the Board that the appointed person to the EFSEC Council was a quasi-judicial position, and they could not have any communication with him. Additionally, EFSEC had asked Benton County to provide technical assistance on this matter, but they decided there was a potential conflict if the Board took a position. They agreed Mr. Wendt should not provide that assistance and wanted the Board to know and make sure they were okay with that decision.

Mr. Wendt said the doors opened at 5:30 p.m. for the Town Hall Meeting, they would have courtrooms open for people to watch and wait and socially distance, and the public would have two minutes each to give their proposal.

Additionally, they would have the submittal ready on March 30 for the Board's review for submittal to EFSEC that afternoon.

MOTION: Chairman Delvin moved to approve the Resolution Appointing Ed Brost to the Energy Facility Site Evaluation Council (EFSEC) to Evaluate the Proposed Horse Heaven Wind Farm Site, Rescinding Resolution 2021-202. Commissioner Small seconded and upon vote, the motion carried.

National Disability Awareness Month Proclamation

Commissioner Delvin read the proclamation into the record, proclaiming March as National Disability Awareness Month.

MOTION: Commissioner Small moved to approve the Resolution and Proclamation designating March as "National Disability Awareness Month". Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Contract with River City Environmental for Grease Trap Pumping & Cleaning

Robert Blain and Jeff Jones submitted a contract with River City Environmental to authorize additional pumping and cleaning of the jail grease trap. The County has a contract with Baker Commodities, that performed the service as required. However, due to COVID, the grease trap had not been pumped and cleaned in over a year and was still over 25% capacity. After inspection, the City provided notice requiring the County to clean out both vaults, which required an additional contract.

MOTION: Commissioner Small moved to approve the contract as presented with River City Environmental, Inc. in an amount not to exceed \$25,000. Commissioner McKay seconded and upon vote, the motion carried.

Phase 3 Discussion

Mr. MacPherson said the Governor had announced that all counties would be moving to Phase 3 on March 22 and they were waiting for official guidance so they could evaluate what that meant in relation to opening the County facilities. They would keep the Board informed as they received information.

Letter to Governor

Commissioner McKay discussed the proposed letter to the Governor received from Barry Bush, regarding the proposed Horse Heaven Hills Wind Farm signed by Doc Hastings, the 8th, 9th, and 16 congressional districts and 2 of the 3 Franklin County Commissioners. The Board agreed to review the proposed letter.

Tort Claims

CC 2021-03: Received on March 16, 2021 from Joseph Michael Thornton
CC 2021-04: Received on March 16, 2021 from Rodrigo Espinoza-Romero
CC 2021-05: Received on March 15, 2021 from Timothy E. Nation
CC 2021-06: Received on March 17, 2021 from Keven James Leopard

Accounts Payable

Check Date: 03/12/2021

P-cards #: 0321
Total all funds: \$358,504.60

Payroll

Check Date: 03/05/2021

Payroll Checks
Total all funds: \$2,440,890.37
Warrants #: 243038-243084
Direct Deposit #: 160242-160825

Payroll Deduction Transfers
Total all funds: \$2,383,170.97
Taxes #: 101210301-101210311
ACH #: 1678-1684

Payroll Deduction Warrants
Total all funds: \$127,915.94
Warrants #: 215520-215527

Check Date: 03/08/2021

Payroll Checks
Total all funds: \$184.05
Warrant #: 243085

Payroll Checks
Total all funds: \$818.08
Direct Deposit #: 160826

Payroll Deduction Transfers
Total all funds: \$344.44
Taxes #: 101210312-101210314

Payroll Deduction Warrants
Total all funds: \$33.60
Warrant #: 215528

Resolutions

- 2021-230: iVe Toolkit Vehicle Forensic Software License From Berla Corp for Sheriff's Office
- 2021-231: Renewing 24 Month Premier Support Services Description Agreement w/Microsoft
- 2021-232: District Court Amended Temporary Public Defense Contract w/Brittney Myles
- 2021-233: Revised Procurement, Leasing & Contracting Policy; Rescinding Resolution 2020-991
- 2021-234: Purchase of One Serving Table for the Jail From Smith & Greene
- 2021-235: Sixth Amended Contract w/Keefe Commissary Network for Commissary Services for Corrections Dept.
- 2021-236: Agreement for Use of Subscription Material for the Jail From Lexipol; Amending Resolution 2020-239
- 2021-237: Contract w/Day Management Corp for Support to Communication & Public Safety Systems
- 2021-238: Award of Purchase of 45 Trijicon Red Dot Sights From Galls, LLC for the Sheriff's Office
- 2021-239: Accepting Work Performed by Cliff Thorn Construction for the Annex Restroom Renovation Project
- 2021-240: Contract w/Central Washington Asphalt for Bituminous Surface Treatment & Edge Repair
- 2021-241: Closing Out CDBG Covid Contract with WA State Dept. of Commerce
- 2021-242: Approving Amendment of the 2021-2026 Six-Year Road Program
- 2021-243: Adoption of Ordinance 629 Relating to Building Code
- 2021-244: Adoption of Ordinance 630 Relating to Plumbing Code
- 2021-245: Adoption of Ordinance 631 Relating to Mechanical Code
- 2021-246: Adoption of Ordinance 632 Relating to Fire Code
- 2021-247: Adoption of Ordinance 633 Relating to Swimming Pool and Spa Code
- 2021-248: Adopting the Fee Schedule for the Building Department
- 2021-249: Approval of Amendment 1 to Resolution 2019-753 Adopting Benton County Budget Policies & Procedures
- 2021-250: Transfer of Funds within Protective Inspection Services Fund 0149-101
- 2021-251: Changing a Vacant Court Reporter to an Executive Assistant
- 2021-252: Transfer of Funds Within Current Expense Fund 0000-101 Dept. 123

- 2021-253: MOU – Fire District No. 6 and Sheriff’s Office to Purchase 1997 Wind River Jetboat and Trailer
- 2021-254: Awarding Grant Funding from Washington State Parks and Recreation Commission – Boating Safety Program
- 2021-255: Appointment of Ed Brost to the Energy Facility Site Evaluation Council – EFSEC to Evaluate Proposed Horse Heaven Wind Farm Site
- 2021-256: Proclamation that March 2021 has been Designated as National Disability Awareness Month
- 2021-257: Awarding a Contract to River City Environmental Inc. for Jail Grease Trap Pumping and Cleaning Project

There being no further business before the Board, the meeting adjourned at approximately 11:00 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23, 2021	
Subject:	Amendment of District Court public defense agreement with attorney John Gleason	
Presenter:	n/a	
Prepared By:	Denise Gerry	
Reviewed By:	Eric Hsu	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☒ Execute Contract	

Summary / Background Information

A District Court public defense agreement was signed by attorney John Gleason and presented to (and executed by) the Benton County Board of County Commissioners on March 9, 2021. After the agreement was executed, it was noted that the agreement had an inaccurate start date of January 1, 2021 due to a scrivener's error.

The proposed amendment corrects the start date to the actual date when attorney Gleason started his contract, which is March 8, 2021.

Fiscal Impact

None

Recommendation

Execute amended contract as proposed. Approve resolution.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO THE DISTRICT COURT PUBLIC DEFENSE AGREEMENT WITH ATTORNEY JOHN GLEASON, CORRECTING THE START DATE OF THE CONTRACT

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

WHEREAS, a public defense contract was executed with attorney John Gleason on or about March 9, 2021 (Resolution 2021-223); and

WHEREAS, contract, as entered, had an incorrect start date of January 1, 2021; and

WHEREAS, it is therefore necessary to amend the contract with attorney Gleason to correct the start date; and

WHEREAS, the proposed contract amendment does, in fact, correct the start date of the public defense contract with attorney Gleason, changing it from January 1, 2021 to March 8, 2021; **NOW, THEREFORE**

BE IT RESOLVED that the contract amendment for the District Court public defense agreement with attorney John Gleason, designated BCDC2122JMG001, amending the start date of the contract from January 1, 2021 to March 8, 2021, with all other provisions remaining in full force, be approved and 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

**AMENDED
PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC2122JMG001**

CONTRACT SUMMARY			
Contract Type	Full – Monthly Compensation		
Contract Number	BCDC2122JMG001	Contract Holder	John M. Gleason
WSBA #	45180	Effective Dates	March 8, 2021 – December 31, 2022
Caseload Cap	390	Compensation	\$6,375/mo (2021) \$6,500/mo (2022)
Assigned Court	District Court	Compensation Structure	☐ By the case ☐ Monthly ☐ Hourly ☒ By the case but paid monthly
Compensation Payable To:	John M. Gleason		
Contract Slot Identifier: DCF-10			

THIS AGREEMENT, previously entered into by and between **John M. Gleason**, attorney at law, Washington State Bar Association # **45180** (“Attorney”) and **BENTON COUNTY**, a State of Washington political subdivision (“County”), for and on behalf of the Benton County District Court.

IS HEREBY AMENDED AS FOLLOW:

1. **AGREEMENT TERM.** For purposes of the monthly compensation, this Agreement shall be deemed to commence on **March 8, 2021** and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

All other provisions shall remain in full force and effect.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

BENTON COUNTY

Date _____

Chairman

Commissioner

Commissioner

Constituting the Board of County
Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content


Eric Hsu (Mar 10, 2021 13:48 PST)

Eric Hsu
Public Defense Manager

ATTORNEY

Date Mar 10, 2021



John M. Gleason, WSBA 45180

Amendment - John Gleason

Final Audit Report

2021-03-10

Created:	2021-03-10
By:	Denise Gerry (denise.gerry@co.benton.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnwzZ9OAnvgpwMBBidwEDU6esnpEMj2pS

"Amendment - John Gleason" History

-  Document created by Denise Gerry (denise.gerry@co.benton.wa.us)
2021-03-10 - 1:00:22 AM GMT- IP address: 47.44.184.221
-  Document emailed to JOHN GLEASON (gleasojm@protonmail.com) for signature
2021-03-10 - 1:01:07 AM GMT
-  Email viewed by JOHN GLEASON (gleasojm@protonmail.com)
2021-03-10 - 9:40:44 PM GMT- IP address: 67.60.229.140
-  Document e-signed by JOHN GLEASON (gleasojm@protonmail.com)
Signature Date: 2021-03-10 - 9:47:27 PM GMT - Time Source: server- IP address: 67.60.229.140
-  Document emailed to Eric Hsu (eric.hsu@co.benton.wa.us) for signature
2021-03-10 - 9:47:29 PM GMT
-  Email viewed by Eric Hsu (eric.hsu@co.benton.wa.us)
2021-03-10 - 9:47:58 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Eric Hsu (eric.hsu@co.benton.wa.us)
Signature Date: 2021-03-10 - 9:48:11 PM GMT - Time Source: server- IP address: 68.113.16.39
-  Agreement completed.
2021-03-10 - 9:48:11 PM GMT

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/21
Subject:	Additional compensation for attorney Michelle Alexander for Attempted Murder case
Presenter:	n/a
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Benton County contracts with, among others, attorney Michelle Alexander ("Attorney"), to handle legally mandated public defense services on criminal cases in Juvenile Court. Largely because they are almost never filed, no provision was made in the contract for attempted murder cases filed against juveniles who are too young to be tried as adults.

Recently, the case assigned the cause number 21-8-00030-03 ("Case") was filed as an attempted murder case and, because of the juvenile's young age, she is not qualified to be tried as an adult. However, in discussing the case with Attorney, the Case appears to be one that will be extremely complicated and time consuming to defend, requires a multitude of experts and review of voluminous discovery. In light of these case factors, the OPD Manager recommends that additional compensation be provided to Attorney so that she is fairly compensated according to public defense standards.

Specifically, it is recommended that she be compensated an additional \$1,750 for the case (above and beyond the \$875 additional compensation she has already been paid since this case is a Class A felony) if it does not go to trial, and that she be eligible for additional compensation in an amount of up to \$1,750 (plus otherwise applicable trial per diems) should the matter go to trial.

Fiscal Impact

None beyond budgeted

Recommendation

Approve resolution granting attorney Michelle Alexander additional compensation for her public defense services in cause number 21-8-00030-03.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PROVIDING ATTORNEY MICHELLE ALEXANDER WITH ADDITIONAL
COMPENSATION FOR HANDLING A JUVENILE ATTEMPTED MURDER CASE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Juvenile Court for criminal cases ("Juvenile Cases"); and

WHEREAS, Benton County contracts with, among others, attorney Michelle Alexander ("Attorney"), to provide public defense services on Juvenile Cases; and

WHEREAS, the applicable contract, while providing for additional (hourly) compensation for Juvenile murder cases, does not make provision for Juvenile attempted murder cases (in part because they are so extremely rare); and

WHEREAS, Attorney has been assigned the attempted murder case, cause number 21-8-00030-03 ("Case") which will be, by all accounts, an extremely complicated and time intensive case because of a number of case-specific dynamics; and

WHEREAS, because there are no provisions to handle providing Attorney with any additional compensation for the handling Case to its conclusion, including by way of trial if needed, and in light of the facts outlined above, the OPD Manager recommends that it is appropriate to provide additional compensation to Attorney to handle this case; **NOW, THEREFORE**

BE IT RESOLVED that attorney Michelle Alexander shall be compensated an additional amount of \$1,750 as a flat fee for the handling of case number 21-8-00030-03 and beyond her otherwise applicable compensation and, if the matter goes to trial (which will likely be a multi-week trial with a multitude of expert witnesses) the OPD Manager shall be authorized to award additional compensation, not to exceed another \$1,750 based on the time incurred for the trial at the rate of \$50/hr.

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

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/21	
Subject:	Horticultural Pest and Disease Board Appointment	
Presenter:		
Prepared By:	Frank Wolf	
Reviewed By:		
PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Matt Eddie is currently on the Horticultural Pest and Disease Board. His term expires March 31, 2021. Matt Eddie has declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

Fiscal Impact

Ensure growers in Benton County have unrestricted trade in national and international markets.

Recommendation

The Horticultural Pest and Disease Board recommends the Board of County Commissioners reappoint Matt Eddie to the Horticultural Pest and Disease Board for a two-year term.

Suggested Motion

Reappoint Matt Eddie to the Horticultural Pest and Disease Board for a two-year term.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY HORTICULTURAL PEST AND DISEASE BOARD

WHEREAS, the term for Matt Eddie is set to expire on March 31, 2021; and

WHEREAS, Matt Eddie has declared a willingness and a desire to be reappointed for an additional two-year term; **NOW THEREFORE**,

BE IT RESOLVED, that Matt Eddie is hereby reappointed to the Benton County Horticultural Pest and Disease Board effective March 23, 2021 and said term expiring March 31, 2023.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/21		
Subject:	Horticultural Pest and Disease Board Appointment		
Presenter:			
Prepared By:	Frank Wolf		
Reviewed By:			
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>		
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion	
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution	
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance	
		☐ Execute Contract	

Summary / Background Information

David Murray is currently on the Horticultural Pest and Disease Board. His term expires March 31, 2021. David Murray has declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

Fiscal Impact

Ensure growers in Benton County have unrestricted trade in national and international markets.

Recommendation

The Horticultural Pest and Disease Board recommends the Board of County Commissioners reappoint David Murray to the Horticultural Pest and Disease Board for a two-year term.

Suggested Motion

Reappoint David Murray to the Horticultural Pest and Disease Board for a two-year term.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY
HORTICULTURAL PEST AND DISEASE BOARD**

WHEREAS, the term for David Murray is set to expire on March 31, 2021; and

WHEREAS, David Murray has declared a willingness and a desire to be reappointed for an additional two-year term; **NOW THEREFORE**,

BE IT RESOLVED, that David Murray is hereby reappointed to the Benton County Horticultural Pest and Disease Board effective March 23, 2021 and said term expiring March 31, 2023.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/21	
Subject:	Horticultural Pest and Disease Board Appointment	
Presenter:		
Prepared By:	Frank Wolf	
Reviewed By:		
PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Kevin Christensen is currently on the Horticultural Pest and Disease Board. His term expires March 31, 2021. Kevin Christensen has declared a willingness and desire to be reappointed to the Horticultural Pest and Disease Board.

Fiscal Impact

Ensure growers in Benton County have unrestricted trade in national and international markets.

Recommendation

The Horticultural Pest and Disease Board recommends the Board of County Commissioners reappoint Kevin Christensen to the Horticultural Pest and Disease Board for a two-year term.

Suggested Motion

Reappoint Kevin Christensen to the Horticultural Pest and Disease Board for a two-year term.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY
HORTICULTURAL PEST AND DISEASE BOARD**

WHEREAS, the term for Kevin Christensen is set to expire on March 31, 2021; and

WHEREAS, Kevin Christensen has declared a willingness and a desire to be reappointed for an additional two-year term; **NOW THEREFORE**,

BE IT RESOLVED, that Kevin Christensen is hereby reappointed to the Benton County Horticultural Pest and Disease Board effective March 23, 2021 and said term expiring March 31, 2023.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23 rd , 2021	
Subject:	Renaming portion of Calico Ct	
Presenter:	N/A	
Prepared By:	Cristina Woods	
Reviewed By:	Douglas D'Hondt	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

A new County Road named Calico Road is part of the subdivision Steeplechase phase 1 recorded August 18th, 2020. Said road connects to an existing segment of road called Calico Court. This 260-foot segment of Calico Court westerly of Summit View Drive does not serve as the address to any property. Having a 260-foot segment of road called Calico Court connecting to Calico Road will cause confusion, and it is therefore in the public's best interest that said portion of road be renamed to Calico Road.

Fiscal Impact

N/A

Recommendation

Public Works recommends the Commissioners approve the consent agenda and sign the Resolution renaming a section of Calico Court to Calico Road.

Suggested Motion

Approve Consent Agenda, which includes the signing of the resolution to rename a portion of Calico Court to Calico Road.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: RENAMING A PORTION OF CALICO COURT

WHEREAS, with the recording of the subdivision Steeplechase phase 1, a County Road named Calico Road was created; and

WHEREAS, said Calico Road connects to an existing segment of County Road called Calico Court; and

WHEREAS, the 260-foot section of Calico Court west of Summit View Drive does not have addresses assigned to it; and

WHEREAS, to avoid confusion from a single stretch of roadway being named Calico Court connecting to a new road called Calico Road, it is in the public's best interest to have only one name on this section of County Road, **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners that the 260-foot section of Calico Court westerly of Summit View Drive be known as Calico Road.

Dated this 23rd day of March 2021.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

cc: Benton County Public Works

Cristina Woods

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23, 2021
Subject:	2020 RAP Certifications
Presenter:	N/A
Prepared By:	Jennifer Bowe
Reviewed By:	Douglas D'Hondt
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☒ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

In accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement and removal of barriers to fish passage.

The proper certification forms have been prepared, the digital submittal form has been signed by the Sheriff, the Auditor, and the County Engineer as required and now needs to be signed by the Chairman of the Board.

Fiscal Impact

None

Recommendation

The 2020 RAP Certification for Diversion and Road Fund Expenditures for Traffic Law Enforcement, the 2020 Certification of Road Fund Expenditures for Fish Passage Barrier Removal and the 2020 Annual Certification be approved, and the Chairman of the Board be authorized to sign the Digital Submittal Certification.

Suggested Motion

Approve as part of consent.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AND AUTHORIZING THE CHAIRMAN'S SIGNATURE OF THE CERTIFICATION OF ROAD FUND EXPENDITURES FOR TRAFFIC LAW ENFORCEMENT, FISH PASSAGE BARRIER REMOVAL AND ANNUAL CERTIFICATION FOR 2020 FOR SUBMITTAL TO THE COUNTY ROAD ADMINISTRATION BOARD

WHEREAS, in accordance with RCW 36.82.070 and RCW 36.79.140, and WAC 136-150 the County Road Administration Board (CRAB) must annually ascertain that County Road fund revenue is expended only for legitimate road fund purposes, including traffic law enforcement and removal of barriers to fish passage; and

WHEREAS, CRAB has requested that Benton County complete a RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement; a Certification of Road Fund Expenditures for Fish Passage Barrier Removal; and, as required by WAC 136-04, the Annual Certification for 2020; and

WHEREAS, the RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement, the Certification of Road Fund Expenditures for Fish Passage Barrier Removal, and the Annual Certification for 2020 will be submitted digitally; and

WHEREAS, the Benton County Sheriff and the Benton County Auditor have signed the digital submittal of the 2020 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement as required by CRAB; and

WHEREAS, the County Engineer has signed the digital submittal of the 2020 Certification of Road Fund Expenditures for Fish Passage Barrier Removal and the 2020 Annual Certification as required by CRAB; **NOW, THEREFORE**,

BE IT RESOLVED that the 2020 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement, the 2020 Certification of Road Fund Expenditures for Fish Passage Barrier Removal and the 2020 Annual Certification be and hereby are approved; and

BE IT FURTHER RESOLVED, the Chairman is authorized to sign the Digital Submittal Certification of the 2020 RAP Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement; and the 2020 Certification of Road Fund Expenditures for Fish Passage Barrier Removal; and the 2020 Annual Certification on behalf of Benton County.

Dated this 23rd day of March 2021.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

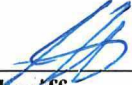
Member.
Constituting the Board of County
Commissioners of Benton County,
Washington.

Benton County
Reports for 2020
Digital Submittal Certification
for Forms Due April 1st

The documents checked below are hereby submitted from Benton County for the review and acceptance of the County Road Administration Board.

**2020 RAP Certification of Diversion and Road Fund
Expenditures for Traffic Law Enforcement**

I hereby certify that the above report is true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with [WAC 136](#).

Signed:  Date: 2/18/2021
County Sheriff

Signed: Brenda Chilton Date: 02/19/2021
County Auditor

Signed: _____ Date: _____
Chair / Executive

**2020 Certification of Road Fund Expenditures for Fish Passage
Barrier Removal**

2020 Annual Certification

I hereby certify that the Fish Passage Removal and Annual Certifications are true and accurate and that I have reviewed and approved the report for submission to the County Road Administration Board in accordance with [WAC 136](#).

Signed: _____ Date: _____
Chair / Executive

Signed:  Date: 03/19/21
County Engineer

2020 County Ferry System Operations Report

2020 Annual Construction Report

2020 County Arterial Preservation Report

2020 Certification of Road Fund Expenditures for Marine Navigation and Moorage

2020 Maintenance Management Annual Certification

I hereby certify that the County Ferry System Operations Report, Annual Construction Report, County Arterial Preservation Report, Marine Navigation and Moorage Certification, and Maintenance Management Certification are true and accurate and that I have reviewed, approved, and submitted said reports to the County Road Administration Board in accordance with [WAC 136](#).

Signed:  Date: 03/10/21
County Engineer

Benton County 2020
**CERTIFICATION OF DIVERSION AND ROAD FUND EXPENDITURES FOR TRAFFIC
LAW ENFORCEMENT**
WAC 136-150-022

Total Road Levy:

Budgeted Road Levy revenue (as listed on the Road Levy Certification - WAC 136-150-021):
\$6,824,100.88
Actual Road Levy revenue produced:
\$6,192,581.22

Road Levy Diversion:

Budgeted Road Levy Diversion (as listed on the Road Levy Certification - WAC 136-150-021):
\$648,148.13
Actual amount of Diverted Road Levy:
\$648,148.13
Was Diverted Road Levy deposited in a specific and identifiable account (RCW 36.82.040):
Yes

Traffic Law Enforcement Paid by Road Fund Expenditures:

Budgeted cost reimbursements and/or operating transfers from the Road Fund:
Actual total amount of cost reimbursements and/or operating transfers from the Road Fund:

Total Road Portion Traffic Law Enforcement Expenditures:
\$648,148.13

Total Traffic Law Enforcement Expense (ALL COUNTY FUNDS):
\$648,139.13

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including traffic law enforcement, as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

This form must be reviewed and certified (on the "Engineer's Certification Form") by:

- County Sheriff
- County Auditor OR Charter designated Chief Financial Officer
- Chair, Board of County Commissioners OR County Executive

FISH PASSAGE CERTIFICATION

WAC 136-150-023

Submitting County: **Benton**

Budget Year: **2020**

Fish Passage Barrier Removal Projects

Project Name	Total Project Cost	Cost Outside of ROW	% of Total Cost (25% Allowed by WAC)
---------------------	---------------------------	----------------------------	---

Total Expenditures for Fish Passage Barrier Removal Outside County Rights-of-Way

Total Annual Road Construction Budget:	\$6,125,000.00
--	----------------

X 0.005

1/2% of Total Annual Road (Limit of "Outside of Right-of-Way" expense)	=\$30,625.00
--	--------------

Total Expenditure for Fish Passage Barrier Removal Outside County Right-of-Way	\$0.00
--	--------

RCW 36.79.140 provides that only those counties that during the preceding twelve months have spent all revenues collected for road purposes only for such purposes, including removal of barriers to fish passage and accompanying streambed and stream bank repair as specified and limited by RCW 36.82.070 , as are allowed by Article II, Section 40 of the Washington State Constitution, are eligible to receive funds from the Rural Arterial Trust Account.

Benton County Annual Certification For Calendar Year 2020

WAC 136-04

MANAGEMENT AND ADMINISTRATION

- A. During **2020** the County Engineer performed the duties and had the responsibilities specified in RCW 36.80.030. Yes

Explanation:

- B. At any time during **2020** was there a vacancy/change in the position of County Engineer? If so, were the procedures in WAC 136-12 followed? Yes

Explanation:

Matt Rasmussen was replaced with Douglas D'Hondt as County Engineer in February 2020. Yes, procedures per WAC 136-12 were followed accordingly.

- C. The processing of County Road Accident Reports during **2020** complied with WAC 136-28. Yes

Explanation:

- D. Priority Programming techniques were applied to the ranking of all potential projects on the arterial road system in **2020** per WAC 136-14-020. Yes

Explanation:

- E. As of December 31, **2020** the management of the county road department was in accordance with policies set by the county legislative authority including, but not limited to, the following specific policies required by WAC 136-50-050:

*Has your agency sent the most recently adopted version to CRAB WAC 136-50-051?

POLICY	WAC	DATE OF CURRENT VERSION
Re: Organization	136-50-051	02/11/2020
Re: Personnel Practices	136-50-052	01/28/2020
Re: Complaint Handling	136-50-053	04/18/2017
Re: Work for Others	136-50-054	09/06/1983
Re: Utility Accommodation	136-50-055	07/31/1972
Re: Priority Programming	136-14-030	03/07/1973

Explanation:

- F. The following were submitted to CRAB in a timely manner:

DOCUMENT	WAC	DUE DATE	DATE OF ADOPTION / PREPARATION	DATE SENT TO CRAB
'20 Six-Year Program	136-15-050	31-DEC-19	07/30/2019	12/16/2019
'20 Annual Construction Program	136-16-040	31-DEC-19	11/12/2019	12/13/2019
'20 CAPP Program	136-300-060	31-DEC-19	11/19/2019	12/16/2019
'20 Road Fund Budget		31-DEC-19	11/19/2019	12/16/2019
'20 Maintenance Management Work Plan & Budget	136-11-040	31-DEC-19	11/19/2021	12/16/2019
'20 Road Levy	136-150-021	01-FEB-20	01/28/2020	01/30/2020
'19 Certification of Diversion and Road Fund Exp. For Traffic Law Enforcement	136-150-022	01-APR-20	03/16/2020	03/16/2020
'19 Engineer's Certification of Fish Barrier Removal Costs	136-150-023	01-APR-20	03/16/2020	03/16/2020
'19 Certification of Road Fund Exp. for Marine Navigation and Moorage	136-150-025	01-APR-20		
'19 Annual Construction Report	136-16-050	01-APR-20	03/19/2020	03/19/2020
'19 CAPP Report	136-300-090	01-APR-20	03/19/2020	03/19/2020
'19 Maintenance Management Certification	136-11-050	01-APR-20	03/19/2020	03/19/2020
'19 Annual Certification	136-04-030	01-APR-20	03/19/2020	03/19/2020
'19 Road Log Update	136-60-030	01-MAY-20	04/30/2020	04/30/2020

'20 PMS Certification for CAPA
Eligibility

136-70-070

31-DEC-20

12/30/2020

12/30/2020

Explanation:

- G.** Projects to which construction expenditures were charged were all on the originally adopted **2020** Annual Program or as amended per WAC 136-16-042 - Attach Amendments. (If No, please attach a brief explanation.) Yes

Explanation:

- H.** The County's construction by county forces limit for **2020** computed in accordance with RCW 36.77.065: \$1,789,809.00
- I.** The actual expenditure for construction by county forces as reported in the **2020** Annual Const. Report: \$69,363.00
- J.** As required by WAC 136-20-060, a written Bridge and Inspection Report for **2020** was furnished to the legislative authority on (attach a copy):

of NBI Bridges as of December 31, **2020**: 52

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23, 2021	
Subject:	Public Works Contract between Benton County and Dynamic Laundry Systems, Inc. for the Speed Queen Washer Replacement Project for the Benton County Jail	
Presenter:		
Prepared By:	Lisa Small	
Reviewed By:	Chief Souza; Joshua 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: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☒ Execute Contract	

Summary / Background Information

The Benton County Corrections Department requested to replace (3) gas heated laundry dryer units, which was included in the 2021-2026 Capital Improvement Plan and adopted by the Benton County Commissioners per Resolution 2020-788.

Due to the expense of repairs and maintenance of an aging washer, the Facilities Manager believes it is in the best interest of the County to replace one (1) of the 100 lb Speed Queen washers at this time, as the dryers are less expensive to repair and maintain.

The Purchasing Department solicited a total of 56 vendors who are listed on the MRSC Small Works Roster for the purchase and installation of one (1) Speed Queen 100 lb Hard Mount Washer/Extractor for the Benton County Jail, with the following results:

- Dynamic Laundry Systems, Inc., Kirkland, WA - DYNAMLS066BO – \$24,228.66 including WSST
- Yoder, Inc. dba/Coffey Refrigeration, Kennewick, WA - COFFER*099LG - \$32,093.47 including WSST
- Western State Design, Inc., Hayward, CA WESTESD991M6 - \$23,501.00 including WSST

Though Western State Design, Inc. appears to be the lowest bidder, their quote did not meet the equipment specifications. Therefore, the Purchasing Department recommends awarding the purchase and installation of said equipment to Dynamic Laundry Systems, Inc. as the lowest responsible bidder.

Fiscal Impact

Expenditure: \$24,228.66 including WSST (Purchase and Installation)

Fund: 1/10 Criminal Justice Fund

Recommendation

Approve the attached Resolution and Contract between Benton County and Dynamic Laundry Systems, Inc. and authorize the Chairman of the Board to sign said contract.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT TO DYNAMIC LAUNDRY SYSTEMS, INC. FOR THE SPEED QUEEN WASHER REPLACEMENT PROJECT LOCATED IN THE BENTON COUNTY JAIL

WHEREAS, the Benton County Corrections Department requested to replace (3) gas heated laundry dryer units, which was included in the 2021-2026 Capital Improvement Plan and adopted by the Benton County Commissioners per Resolution 2020-788; and

WHEREAS, due to the expense of repairs and maintenance of an aging washer, the Facilities Manager believes it is in the best interest of the County to replace one (1) of the 100 lb Speed Queen washers at this time, as the dryers are less expensive to repair and maintain; 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 Purchasing Department solicited a total of 56 vendors who are listed on the MRSC Small Works Roster under main-category – Facility Construction, Repair and Maintenance and Sub-Category Equipment/Appliance Repair & Maintenance, Laundry Hook-Ups/Drains for the purchase and installation of one (1) Speed Queen 100 lb Hard Mount Washer/Extractor for the Benton County Jail, with the following results:

- Dynamic Laundry Systems, Inc., Kirkland, WA - DYNAMLS066BO - \$24,228.66 including WSST
- Yoder, Inc. dba/Coffey Refrigeration, Kennewick, WA - COFFER*099LG - \$32,093.47 including WSST
- Western State Design, Inc., Hayward, CA WESTESD991M6 - \$23,501.00 including WSST

WHEREAS, the Purchasing Department reviewed the proposals and though Western State Design, Inc. appears to be the lowest bidder, their quote did not meet the equipment specifications; and

WHEREAS, the Purchasing Department recommends awarding the purchase and installation of said equipment to Dynamic Laundry Systems, Inc. in the amount of \$24,228.66 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 one (1) Speed Queen 100 lb Hard Mount Washer/Extractor for the Benton County Jail to Dynamic Laundry Systems, Inc. as the lowest responsible bidder for an amount not to exceed \$24,228.66 including WSST.

Dated this 23 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: Purchasing
cc: Auditor, PA, Dynamic

Prepared by: L. Small

**BENTON COUNTY
PUBLIC WORKS CONTRACT**

TERMS AND CONDITIONS

THIS Contract is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DYNAMIC LAUNDRY SYSTEMS, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 12910 NE 125th Way, Bldg. B-3, Kirkland, WA 98034 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A – Proposal Form dated 2/22/2021
- b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.
- c. Exhibit C – Background Check Form
- d. Exhibit D – Request for Proposal / Equipment List
- e. Exhibit E – Certificate of Insurance

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate August 31, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. The CONTRACTOR agrees to provide complete installation of one (1) Speed Queen 100 lb Hard Mount Washer/Extractor and one (1) 6" steel base for the Washer/Extractor in accordance with the CONTRACTOR'S proposal dated 2/22/21, attached hereto as Exhibit A, and the Request for Proposal attached hereto as Exhibit D, for the Speed Queen Hard Mount Washer/Extractor Replacement, at the Benton County Jail located at 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336.
- b. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, COUNTY shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process but may not charge any additional processing or other fees that it does not actually incur.
- c. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

- d. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- e. The CONTRACTOR agrees to submit a COVID-19 Safety Plan in compliance with the Washington State Stay Home, Stay Healthy Proclamation before work can begin.
- f. Each of the CONTRACTOR'S employees or subcontractors who will be working onsite at the Jail facility are required to submit a Benton County Background Check Authorization and Release form and be approved to work on the site by COUNTY, as further outlined in Section 29.
- g. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- h. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. **CONTRACT REPRESENTATIVES**

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

a. For CONTRACTOR:

Name: Steve Carrow
Address: 12910 NE 125th Way, Bldg. B-3
Kirkland, WA 98034
Phone: (800) 595-0253
Email: steve@dynamicss.com

b. For COUNTY:

Name: Jeff Jones, Facilities Manager
Address: 7122 W. Okanogan Pl., Bldg. A
Kennewick, WA 99336
Phone: (509) 212-1490
Email: Jeff.Jones@co.benton.wa.us

5. **COMPENSATION**

- a. The CONTRACTOR shall be paid for performing services at the Benton County Jail in accordance with Section 3.a. of this Contract at the rates set forth in Exhibit A.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty-four thousand two hundred twenty-eight dollars and sixty-six cents (\$24,228.66), including W.S.S.T., installation & shipping.
- c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay

Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy of the statement to COUNTY'S Contract Representative. At the completion of all work contemplated by this Contract, or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an Affidavit of Wages Paid via <https://secureaccess.wa.gov/> and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

- d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages and one Affidavit of Wages Paid as required by L&I.
- e. No payment shall be for any work performed by CONTRACTOR, except for work identified and set forth in this Contract.

6. INVOICING

- a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work provided to COUNTY as required in Section 3.a. of this Contract.
- b. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract Representative.
- c. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.
- d. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e.* that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections

without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

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

8. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or its employees or agents this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR and its subcontractors, employees, and agents.
- b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

The CONTRACTOR must provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

\$1,000,000 Each Employee for Disease

- c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims that may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- d. **Other Insurance Provisions:**
1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
 2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
 4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
 6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
 7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
 8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY or its elected and appointed officials, employees, or agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 9 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

10. PERFORMANCE AND PAYMENT BONDS

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred percent (100%) of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that the CONTRACTOR may elect, in lieu of the bonds, to allow the COUNTY to retain ten percent (10%) of the contract amount either for a period of thirty (30) days after the date of final acceptance, or until all necessary releases from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Employment Security Department have been received and any liens filed under chapter 60.28 RCW have been settled, whichever is later. Proof of the performance and payment bonds, or written notification of the CONTRACTOR'S desire to elect the alternative to the bonds (described above), must be received by COUNTY within ten (10) days following the execution of

this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

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

13. INSPECTION OF BOOKS AND RECORDS

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

14. CHOICE OF LAW AND JURISDICTION

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

15. SUCCESSORS AND ASSIGNS

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

16. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

17. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B, which is attached hereto and incorporated herein by reference, shall be paid to all employees, agents, subcontractors, and sub-subcontractors who do any work for the CONTRACTOR on this project. The CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages and that the signed agreement is submitted to the COUNTY prior to subcontractor commencing any work on the project. This schedule of prevailing wages is duplicated from the Washington State Department of Labor and Industries website, it is provided for informational purposes only, and the COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies, then the CONTRACTOR is responsible for contacting the Washington State Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

18. NONDISCRIMINATION

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

19. DISPUTES

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

21. VERIFICATION OF SUBCONTRACTOR RESPONSIBILITY CRITERIA

If written consent is obtained to subcontract pursuant to Section 20, CONTRACTOR shall then verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses a contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SEVERABILITY

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

25. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received

at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

26. PUBLIC RECORDS ACT

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

27. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, provisions for: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

28. CONFIDENTIALITY

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

29 SECURITY BACKGROUND CHECK

The CONTRACTOR, its employees, subcontractors, and employees who will be working onsite will be required to complete in full the Security Background Check form attached hereto and referenced herein as Exhibit C. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The completed form should be emailed to BCCDRecords@co.benton.wa.us or faxed to (509) 222-3784 attention: BCCDRecords. The CONTRACTOR agrees to remove any of its employees, or subcontractor employees, prior to performance hereunder if the sole discretion of the COUNTY said employees fail the Security Background Check. CONTRACTOR agrees to provide the COUNTY notice if during the performance of work hereunder any of its' employees, or subcontractors' employees, are charged with or convicted of any crime. If the CONTRACTOR, its employees, subcontractors, or their employees discover that a friend or family member is in the jail's custody they must immediately notify jail staff.

In addition, present themselves, their government issued identification and a check, cash or money order for \$34.25 for livescan, or \$71.25 if required to ink roll the fingerprint, to the records staff at the Benton

County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Chief of Corrections for a determination if the individual will be allowed UNESCORTED access to the facility. Any felony convictions for a Contractor's employee will be presented to the Washington State Patrol WSP ACCESS section to determine if they will allow unescorted access to locations which have access to the network housing the ACCESS program; which is anything connecting to the County network and the majority of computers within the Jail facility.

It will be solely determined by the County if the successful Bidder, its employees, subcontractors, and the subcontractor employees will be required to complete the CJIS online training. This is a web-based training accessible from any computer.

This section was intentionally left blank

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and it is effective upon signature of both parties.

Date: _____

BENTON COUNTY

Jerome Delvin, Chairman
Benton County Commissioner

Approved as to Form:



Ryan J. Lukson, Civil DPA

Date: 3-10-21

DYNAMIC LAUNDRY SYSTEMS, INC.



Signature

Pres.

Title

Dan Denhof

Printed Name

steve@dynamicss.com



City, State, Zip

SPEED QUEEN ON-PREMISES LAUNDRY

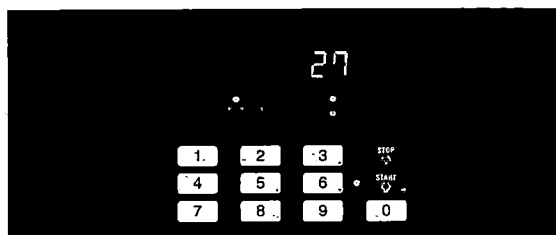
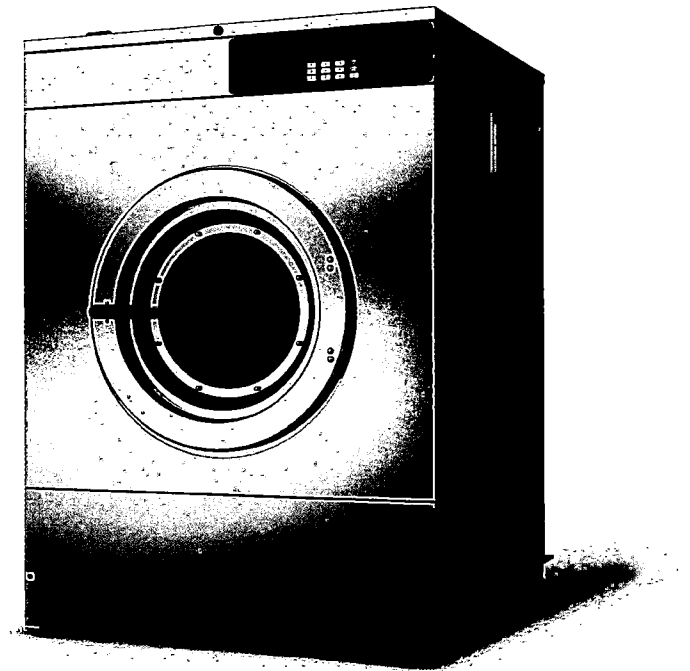
100 LB CAPACITY SC100

HARDMOUNT WASHER-EXTRACTOR

Hardmount Washer-Extractors

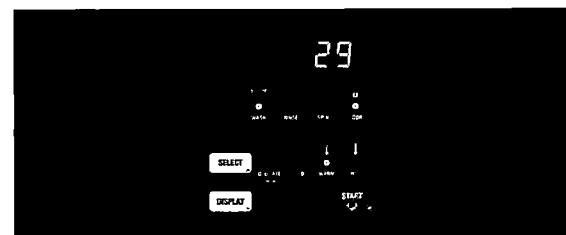
Our heavy-duty construction provides reliable operation and guarantees your washer-extractor will be in service for years to come. That's why our bearings are protected against moisture with dual triple-lip seals and a stainless sleeve around the trunnion. That's why our large door design makes loading and unloading easy, while our improved door locking mechanism is designed to withstand the rigors of commercial use.

- Self cleaning four-compartment dispenser automatically dispenses detergent and fabric softener at appropriate times in the wash cycle.
- Our heavy-duty construction provides reliable operation for years to come.
- Industry-leading flexible water level settings will help you save on utilities.
- Durable stainless steel front and top.
- Quantum® gives you complete laundry control to reduce costs and increase throughput.



Quantum® Gold

Quantum® Gold offers a total of 30 programmable cycles as well as 30 programmable water levels that enable you to adjust water use in every cycle step. The infrared programming and audit data retrieval save time, as do advanced diagnostics. Quantum Gold machines feature a maximum extraction speed of 200 G-force. Quantum Gold is designed to help you reduce costs, decrease your downtime and increase your throughput.



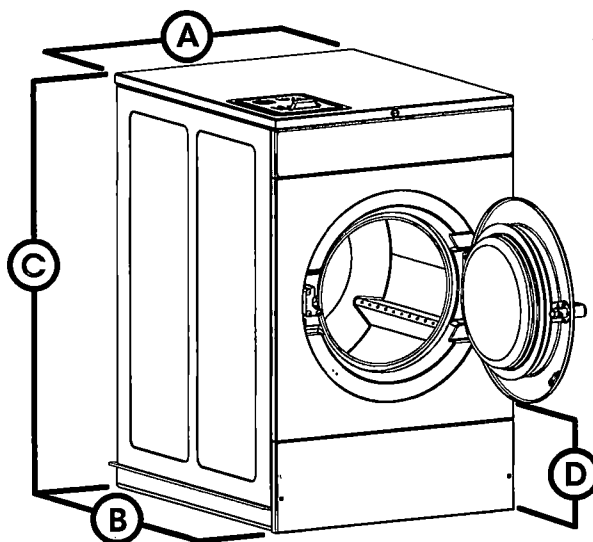
Quantum® Standard

For laundry managers requiring basic management options, Quantum Standard comes with four cycle selections, three water levels and manual programming. It also offers a maximum extraction speed of 100 G-Force.

SPECIFICATIONS

HARDMOUNT WASHER-EXTRACTOR

MODEL	SC100		
CONTROL OPTION	Quantum Gold, Quantum Standard		
CAPACITY - lb (kg)	100 (45)		
OVERALL WIDTH - in (mm)	41.5 (1054)		
*OVERALL DEPTH - in (mm)	51.1 (1298)		
OVERALL HEIGHT - in (mm)	57.2 (1453)		
CYLINDER DIAMETER - in (mm)	36 (914)		
CYLINDER DEPTH - in (mm)	25.9 (658)		
CYLINDER VOLUME - cu. ft. (liters)	15.2 (430)		
DOOR OPENING SIZE - in (mm)	18.5 (470)		
DOOR BOTTOM TO FLOOR - in (mm)	17.9 (455)		
WATER INLET CONNECTION - in (mm)	2 x 0.75 (19)		
DRAIN DIAMETER - in (mm)	1 x 3 (76)		
DRAIN HEIGHT TO FLOOR - in (mm)	5.1 (130)		
MOTOR POWER CONSUMPTION - hp (kw)	5 (3.7)		
TOTAL # OF SPEEDS	6, 9		
CYLINDER SPEEDS - RPM (G-FORCE)	Gentle	28 (0.4)	
	Wash	39 (.8)	
	Distribution	70 (2.5)	
	Very Low	230 (27)	
	Low	396 (80)	
	Medium	443 (100)	
	** High	495 (125)	
	**Very High	542 (150)	
	**Ultra High	568 (165)	
*** VOLTAGE/ CIRCUIT BREAKER - FLA	No Heat		
	X	200-240/50/60/1/3	20-16,(1 Ph) 15-10 (3 Ph)
	N	440-480/50/60/3	15-6
	Heat		
	N	440-480/50/60/3	40-36
	Q	200-240/50/60/3	80-74
SHIPPING DIMENSIONS APPROX. - in (mm)		Width	44 (1118)
		Depth	58.5 (1486)
		Height	59.6 (1514)
NET WEIGHT - lb (kg)		1280 (581)	
SHIPPING WEIGHT - lb (kg)		1330 (603)	
SLAT CRATE SHIPPING WEIGHT - lb (kg)		1460 (662)	
****AGENCY APPROVALS		UL _{us}	



A.	OVERALL WIDTH - in (mm)	41.5 (1054)
B.	*OVERALL DEPTH - in (mm)	51.1 (1298)
C.	OVERALL HEIGHT - in (mm)	57.2 (1453)
D.	DOOR BOTTOM TO FLOOR - in (mm)	17.9 (455)

*Overall depth includes vacuum breaker to door handle.

**High, Very High, and Ultra High Spin Speeds are available on the Quantum Gold models only.

***Circuit breaker and amp draw data shown are for models without electric heat. Consult factory for other configurations. Manufacturer strongly recommends using a circuit breaker instead of fuses. Use 3-pole circuit breakers for 3-phase machines.

****Agency approvals may vary depending on configuration. Consult factory for details. Steam connection requires 1/2" N.P.P.

For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management system of Alliance Laundry Systems' Ripon facility has been registered to ISO 9001:2008.

Machine Dimensions and Specifications

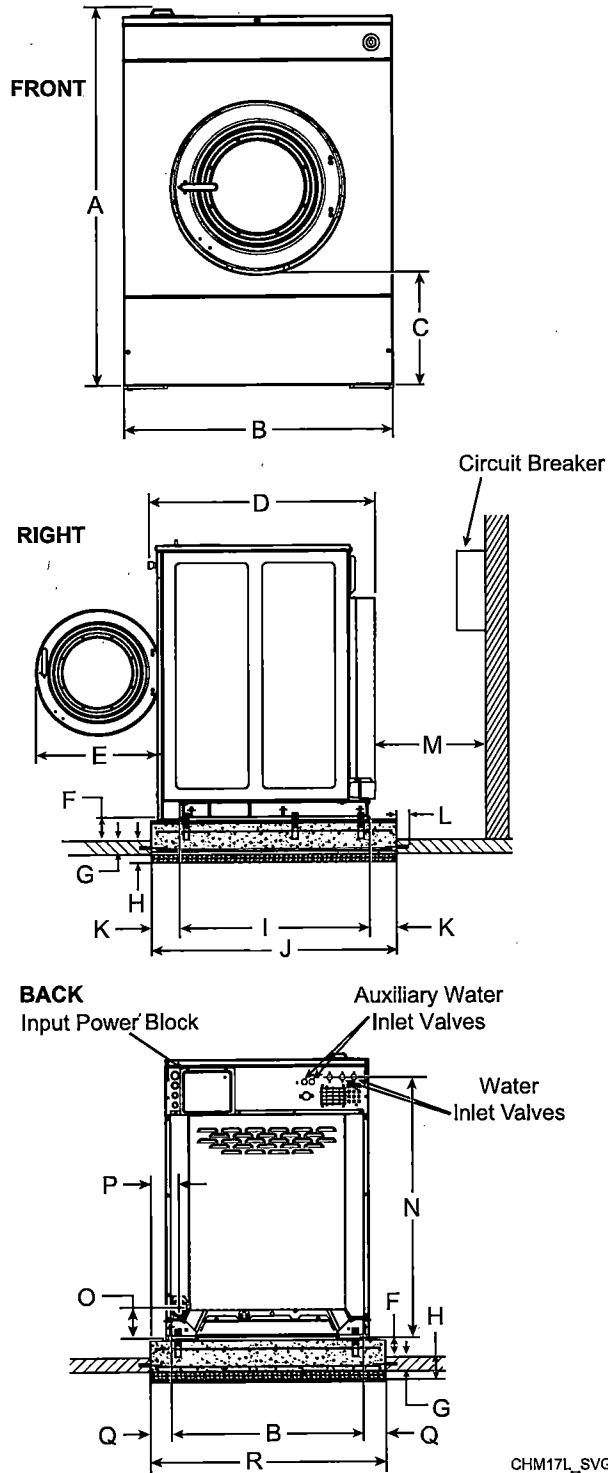
Models SCT100NN0V and SCT100QN0V



Equipment specifications are subject to change without notice.

Design 4

Machine Dimensions and Specifications



Dimensions and Foundation Requirements, in. [mm]

A	58.3 [1481]	J	49.2 [1250]
B	41.5 [1054]	K	4.98 [126]
C	17.9 [378]	L	2.5 [64]
D	51.1 [1298]	M	24 [610]
E	25.25 [641]	N	49.7 [1262]
F*	8 [203] (maximum)	O	5.1 [130]
G	6 [152]	P	2.7 [69]
H	15 [381] (minimum)	Q	8 [203]
I	39.2 [996]	R	57.5 [1461]

*Optional elevated pad

Water, Drain and Weight Specifications

Number of drain outlets	1
Drain connection size, in. [mm]	3
Number of water inlets	4*
Water inlet connection size, in. BSP [mm]	3/4 [19]
Net weight, lbs. [kg]	1280 [581]
Standard shipping weight, lbs. [kg]	1330 [603]
Side clearance from wall, in. [mm]	6 [152]
Side clearance between machines, in. [mm]	.5 [13]

*Y hoses provided to split 2 water supply lines and connect 4 water inlets on back of machine

Electrical Specifications

Code		Voltage	Cycle	Phase	Wire	Full Load Amps	Circuit Breaker	AWG	mm ²
X		200-240	50-60	1/3	2/3	16/10	20/15	12/14	4/2.5
Q	Electric Heat	200-240	50-60	3	3	74	80	4	25.0
P	Standard	380-415	50-60	3	3	6	15	14	2.5
	Electric Heat					32	40	8	10.0
N	Standard	440-480	50-60	3	3	6	15	14	2.5
	Electric Heat					36	40	8	10.0

Part No. 2-18-108
March 2018

Limited Warranty

Commercial Washer-Extractor

I. WHAT THIS LIMITED WARRANTY COVERS AND FOR HOW LONG.

Alliance Laundry Systems LLC, Ripon, WI 54971 extends this limited parts warranty to the first owner, or by warranty transfer to a new owner, of an Alliance Laundry Systems Commercial Washer-Extractor.

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Limited Parts Warranty (Parts Only) All washers must be installed per Alliance Laundry Systems installation specifications. Failure to install per specifications will void all product warranty.

A) Products included:

All vended 20# – 80# Ripon, WI U.S.A. produced hardmount Washer-Extractors manufactured through May 14, 2007, all non-vended (OPL) pocket hardmount (UW) Washer-Extractors through December 31, 2020, all other non-vended (OPL) Washer-Extractors, all Belgium produced Washer-Extractors, all Czech Republic produced Washer-Extractors, All vended 125# Ripon, WI U.S.A. produced Washer-Extractors.

- Any part of the Washer-Extractor during the first three years (36 months).
- The frame and cylinder shaft assembly from breakage during the first five years (60 months).
- The cylinder bearings and bearing seals during the first five years (60 months). Parts only, no assemblies.

B) Products included:

All Ripon, WI U.S.A. produced non-vended (OPL) pocket hardmount (UW) washer-extractors starting January 1, 2021.

- Any part of the Washer-Extractor during the first three years (36 months).
- The frame and cylinder shaft assembly from breakage during the first ten years (120 months).
- The cylinder bearings and bearing seals during the first ten years (120 months). Parts only, no assemblies.

C) Products included:

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All vended 20# – 100# Ripon, WI U.S.A. produced hardmount Washer-Extractors sold or installed after January 2014 outside the United States or Canada.

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- The frame, outer tub and cylinder shaft assembly from breakage during the first ten years (120 months).
- The bearing housing, cylinder bearings and bearing seals during the first ten years (120 months). Parts only, no assemblies.

D) Products include:

All vended 20# – 100# Ripon, WI U.S.A. produced hardmount Washer-Extractors manufactured after May 2019 and sold or installed in the United States or Canada with control designation “V” or models starting with “H” and have control designations “N” or “W”.

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- The bearing housing, cylinder bearings and bearing seals during the first ten years (120 months). Parts only, no assemblies.

NOTE: All products must be registered within the first year after shipment. Warranty coverage will begin 30 days after shipment for North American shipments and 180 days after shipment for international shipments for products not registered within the first year.

II. WHAT THIS LIMITED WARRANTY DOES NOT COVER.

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Alliance Laundry Systems is not responsible and reserves the right to void any product warranty for damage to any electrical component (i.e. inverter drives) in washer-extractors connected to a fluctuating power supply (i.e. stand-by generators with uncontrolled output) or damage caused by line voltage exceeding factory recommended specifications.

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Alliance Laundry Systems is not responsible for clothing or machine damage caused by foreign objects placed in unit.

Alliance Laundry Systems is not responsible for damage resulting from worn or cracked washer hoses.

Alliance Laundry Systems is not responsible for any consequential damage resulting from any malfunction.

Alliance Laundry Systems shall not be responsible for, and rejects liability for any part failure if such failure is due to an act of God, natural disaster, vandalism, intentional infliction of damage or dereliction.

Alliance Laundry Systems shall not be responsible for freight or transportation costs of any part covered under the terms of the product warranty.

There is specifically excluded from this warranty damage to any part of the machine caused by corrosion resulting from the improper use of concentrated chemicals.



Alliance Laundry Systems LLC
Ripon, WI 54971

Part No. F232146ENR19
January 2021

III. HOW TO OBTAIN REPLACEMENT PARTS UNDER THIS LIMITED WARRANTY.

Parts which fail within the warranty period must be ordered from your local authorized Alliance Laundry Systems parts source. Proof of purchase, model number, serial number and the defective part (part return – USA only) are required in order to obtain credit.

IMPORTANT: Outside the United States or Canada, this limited warranty may not be applicable. Consult your authorized Alliance Laundry Systems distributor or route operator regarding the applicability, if any, of warranty coverage to you.



COMMERCIAL REFRIGERATION AND AIR CONDITIONING

P.O. Box 6257, Kennewick, WA 99336 (509)586-1519 office (509)586-0997 FAX

February 26, 2021

Benton Franklin County Correction
7122 W Okanogan Bldg A
Kennewick, WA 99336

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

The cost for a new Speed Queen 100 lb. Hard Mount Washer/Extractor, installation and removal of the old unit would be \$29,552, tax of \$2,541.47, total of \$32,093.47. Proposal includes the removal and disposal of old unit, connecting new unit to all utilities, start up, testing, and training all operators and maintenance personnel, all warranty information and taxes.

Limited Warranty

Commercial Washer-Extractor

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a new owner, of an Alliance Laundry Systems Commercial Washer-Extractor.

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workmanship for the period shown, after the date of original installation.

Limited Parts Warranty (Parts Only) All washers must be installed per Alliance Laundry Systems installation specifications. Failure

to install per specifications will void all product warranty.

A) Products included:

All vended 20# - 80# Ripon, WI U.S.A. produced hardmount Washer-Extractors manufactured through May 14, 2007, all nonvended

(OPL) pocket hardmount (UW) Washer-Extractors through December 31, 2020, all other non-vended (OPL) Washer-

Extractors, all Belgium produced Washer-Extractors, all Czech Republic produced Washer-Extractors,

All vended 125# Ripon,

WI U.S.A. produced Washer-Extractors.

- Any part of the Washer-Extractor during the first three years (36 months).
- The frame and cylinder shaft assembly from breakage during the first five years (60 months).
- The cylinder bearings and bearing seals during the first five years (60 months). Parts only, no assemblies.

B) Products included:

All Ripon, WI U.S.A. produced non-vended (OPL) pocket hardmount (UW) washer-extractors starting January 1, 2021.

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- The frame and cylinder shaft assembly from breakage during the first ten years (120 months).
- The cylinder bearings and bearing seals during the first ten years (120 months). Parts only, no assemblies.

C) Products included:

All vended 20# – 100# Ripon, WI U.S.A. produced hardmount Washer-Extractors manufactured after May 14, 2007 and sold or installed in the United States or Canada.

All vended 20# – 100# Ripon, WI U.S.A. produced hardmount Washer-Extractors sold or installed after January 2014 outside the United States or Canada.

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- The frame, outer tub and cylinder shaft assembly from breakage during the first ten years (120 months).
- The bearing housing, cylinder bearings and bearing seals during the first ten years (120 months). Parts only, no assemblies.

D) Products include:

All vended 20# – 100# Ripon, WI U.S.A. produced hardmount Washer-Extractors manufactured after May 2019 and sold or installed in the United States or Canada with control designation “V” or models starting with “H” and have control designations “N” or “W”.

- Any part of the Washer-Extractor during the first five years (60 months).
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- The bearing housing, cylinder bearings and bearing seals during the first ten years (120 months). Parts only, no assemblies.

NOTE: All products must be registered within the first year after shipment. Warranty coverage will begin 30 days after shipment for

North American shipments and 180 days after shipment for international shipments for products not registered within the first year.

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Alliance Laundry Systems is not responsible and reserves the right to void any product warranty for damage to any electrical

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uncontrolled output) or damage caused by line voltage exceeding factory recommended specifications. Alliance Laundry Systems will not pay labor and transportation charges incurred in the replacement of any part.

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Alliance Laundry Systems shall not be responsible for freight or transportation costs of any part covered under the terms of the product warranty.

There is specifically excluded from this warranty damage to any part of the machine caused by corrosion resulting from the improper use of concentrated chemicals.

Sincerely,

Christian Search

Coffey Refrigeration

195908 E. 27th Ave

Kennewick, WA 99337

Phone: 509-586-1519 Fax: 509-586-0997

Website: coffeyref.com

100 LB CAPACITY SC100

HARDMOUNT WASHER-EXTRACTOR

Hardmount Washer-Extractors

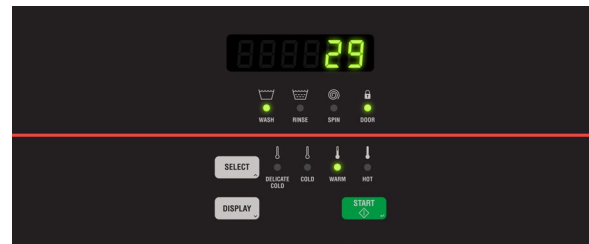
Our heavy-duty construction provides reliable operation and guarantees your washer-extractor will be in service for years to come. That's why our bearings are protected against moisture with dual triple-lip seals and a stainless sleeve around the trunnion. That's why our large door design makes loading and unloading easy, while our improved door locking mechanism is designed to withstand the rigors of commercial use.

- Self cleaning four-compartment dispenser automatically dispenses detergent and fabric softener at appropriate times in the wash cycle.
- Our heavy-duty construction provides reliable operation for years to come.
- Industry-leading flexible water level settings will help you save on utilities.
- Durable stainless steel front and top.
- Quantum® gives you complete laundry control to reduce costs and increase throughput.



Quantum® Gold

Quantum® Gold offers a total of 30 programmable cycles as well as 30 programmable water levels that enable you to adjust water use in every cycle step. The infrared programming and audit data retrieval save time, as do advanced diagnostics. Quantum Gold machines feature a maximum extraction speed of 200 G-force. Quantum Gold is designed to help you reduce costs, decrease your downtime and increase your throughput.



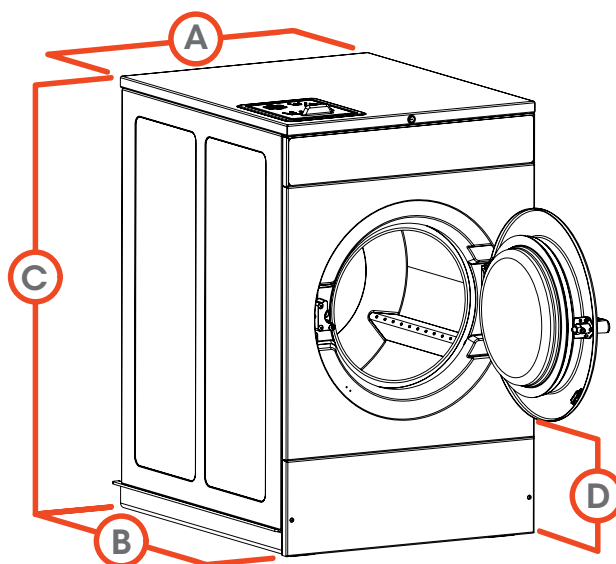
Quantum® Standard

For laundry managers requiring basic management options, Quantum Standard comes with four cycle selections, three water levels and manual programming. It also offers a maximum extraction speed of 100 G-Force.

SPECIFICATIONS

HARDMOUNT WASHER-EXTRACTOR

MODEL	SC100	
CONTROL OPTION	Quantum Gold, Quantum Standard	
CAPACITY - lb (kg)	100 (45)	
OVERALL WIDTH - in (mm)	41.5 (1054)	
*OVERALL DEPTH - in (mm)	51.1 (1298)	
OVERALL HEIGHT - in (mm)	57.2 (1453)	
CYLINDER DIAMETER - in (mm)	36 (914)	
CYLINDER DEPTH - in (mm)	25.9 (658)	
CYLINDER VOLUME - cu. ft. (liters)	15.2 (430)	
DOOR OPENING SIZE - in (mm)	18.5 (470)	
DOOR BOTTOM TO FLOOR - in (mm)	17.9 (455)	
WATER INLET CONNECTION - in (mm)	2 x 0.75 (19)	
DRAIN DIAMETER - in (mm)	1 x 3 (76)	
DRAIN HEIGHT TO FLOOR - in (mm)	5.1 (130)	
MOTOR POWER CONSUMPTION - hp (kw)	5 (3.7)	
TOTAL # OF SPEEDS	6, 9	
CYLINDER SPEEDS - RPM (G-FORCE)	Gentle	28 (0.4)
	Wash	39 (.8)
	Distribution	70 (2.5)
	Very Low	230 (27)
	Low	396 (80)
	Medium	443 (100)
	** High	495 (125)
	**Very High	542 (150)
	**Ultra High	568 (165)
*** VOLTAGE/ CIRCUIT BREAKER - FLA	No Heat	
	X	200-240/50/60/1/3
	N	440-480/50/60/3
	Heat	
	N	440-480/50/60/3
	Q	200-240/50/60/3
SHIPPING DIMENSIONS APPROX. - in (mm)	Width	44 (1118)
	Depth	58.5 (1486)
	Height	59.6 (1514)
NET WEIGHT - lb (kg)	1280 (581)	
SHIPPING WEIGHT - lb (kg)	1330 (603)	
SLAT CRATE SHIPPING WEIGHT - lb (kg)	1460 (662)	
**** AGENCY APPROVALS	UL _{us}	



A.	OVERALL WIDTH - in (mm)	41.5 (1054)
B.	*OVERALL DEPTH - in (mm)	51.1 (1298)
C.	OVERALL HEIGHT - in (mm)	57.2 (1453)
D.	DOOR BOTTOM TO FLOOR - in (mm)	17.9 (455)

*Overall depth includes vacuum breaker to door handle.

**High, Very High, and Ultra High Spin Speeds are available on the Quantum Gold models only.

***Circuit breaker and amp draw data shown are for models without electric heat. Consult factory for other configurations. Manufacturer strongly recommends using a circuit breaker instead of fuses. Use 3-pole circuit breakers for 3-phase machines.

****Agency approvals may vary depending on configuration. Consult factory for details. Steam connection requires 1/2" N.P.P.

For the most accurate information, the installation guide should be used for all design and construction purposes. Due to continuous product improvements, design and specifications subject to change without notice. The quality management system of Alliance Laundry Systems' Ripon facility has been registered to ISO 9001:2008.

Limited Warranty

Commercial Washer-Extractor

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Alliance Laundry Systems LLC
Ripon, WI 54971

Part No. F232146ENR19
January 2021

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TRANSMITTAL

PROJECT	BENTON COUNTY, WA JAIL WASHER REPLACEMENT	DATE	February 22, 2021
TO	BENTON COUNTY, WA JAIL	REF	SECTION 11 23 00 – LAUNDRY EQUIPMENT
ATTN	Lisa Small	PHONE	509-783-1451 x 3880
EMAIL	lisa.small@co.benton.wa.us	FAX	-
WE ARE SENDING		SUBMITTED FOR	ACTION TAKEN
☒ Bid	☐ Plans	☐ Approval	☐ Approved as Submitted
☐ Shop Drawings	☐ Samples	☐ As Requested	☐ Approved as Noted
☐ Letter	☐ Specifications	☐ Review and Comment	☐ Resubmit
☐ Prints	☐ Submittals		☐ Submit
☐ Change Order	☐ Other		☐ Returned

Western State Design (WSD) is pleased to provide a bid to furnish the laundry equipment specified (**Section 11 23 00**) in the referenced **project: Benton County, WA Jail Washer Replacement**. The equipment bid meets or exceeds the specifications.

WSD has provided laundry equipment for many commercial/industrial and government projects in excess of 44 years and we look forward to working with you on this project.

WA State Contractor's: WESTESD991M6 - 9/23/2022 exp.

WA State Registration: 604-037-229 PAC:W366076E; Labor: 677145-00-6; LNI# 634,823-00

WA Seller's PERMIT: A37294918

Insurance certificate will be issued upon receipt of P.O./Subcontract.

The contact person for this bid is James C. Wright. Please contact him directly at jwright@westernstatedesign.com or 800-633-7153 x 103.

BID SUMMARY FOR LAUNDRY EQUIPMENT (SECTION 11 23 00)

All equipment is bid exactly as specified with the referenced brands and models.

ITEM	QTY	MODEL	BRAND	DESCRIPTION	UNIT COST	TOTAL COST
L-01	1	WN1450XB -12EO2C- SSKCS-USX	DEXTER	T-1450 O-SERIES EXPRESS 90 LB ON- PREMISE WASHER Micro, LCD Display, 13.7cu.ft., Black Graphics, 200G, 208- 240/60/1 or 3, No Supply Dispenser - Injection Only	\$16,509	\$16,509
L-02	1	-	-	4" STEEL MOUNTING BASE FOR WASHER	\$509	\$509

EQUIPMENT SUBTOTAL	\$17,018
FACTORY FREIGHT	\$549
*INSTALLATION	\$4,112
WA SALES TAX AT 8.40%	\$1,822
TOTAL BID	\$23,501

TERMS AND WARRANTIES

- Prices are firm for 60 days from date of proposal.
- Customer must provide Resale or Tax Exemption Certificate; otherwise current sales tax is applicable upon order.
- Availability of Product from receipt of order. Please allow 6-8 weeks for delivery FRO
- Terms of sale: Benton County Purchase Order. Net 30 days from completion of installation and receipt of WSD invoice
- Warranty: 90 days labor paid by WSD. Dexter 10 year limited washer parts warranty

***INSTALLATION SCOPE OF WORK**

Inclusions:

- Local delivery and installation to Benton County-Kennewick, WA by WSD subcontractor - *Assumes prevailing wage rates and reporting applies.*
- Receive equipment, offload, store, redeliver, local delivery, offload at site and move into place.
- Level, bolt and grout to Manufacturer's Specifications.
- Final utility connections and inter-connections to owner supplied utilities within 6 feet.
- Start-up and testing.

Exclusions:

- Plans, permits, engineering, OSHPD requirements and fees including special inspections and any utility modifications and/or upgrades, if required.
- Free access to move equipment into the building and the laundry room is required. There are no building modifications, repairs or chemical hook-up included in the installation costs. All deliveries of equipment will be for ground level only.
- Any necessary plumbing / electrical / ducting modifications by others.



DEXTER
LAUNDRY

ON-PREMISE LAUNDRY T-1450 EXPRESS O-SERIES WASHER

T-1450 EXPRESS O-SERIES WASHER

DEXTER ON-PREMISE WASHER WITH TOTAL CONTROL.

On-premise laundry solutions you can depend on.

Our easy to use O-Series controls give you the precision and features you need to ensure your laundry is done properly. They offer 100 fully customizable cycles as well as management tools designed to limit downtime and keep your laundry running efficiently.

When your business depends on clean laundry, choosing the right equipment is an important decision. Our products will provide you with the right management tools and the efficiency, flexibility, performance, and durability you need to be confident in your choice. With lifetime technical support and an industry leading 10-year limited warranty, you can be confident that we will stand behind every machine you invest in.

Contact your Dexter Authorized Distributor today for more details.



TOTAL CONTROL



Dexter O-Series washers give you Total Control over your laundry:

With a large display, streamlined interface, and multi-lingual capabilities, O-Series Controls are easy to use.

They offer ultimate cycle flexibility and easy programming with DexterLive.

Precise settings for 100 cycles with 20 stages each allow for even the most customized washes and delicate loads, including wet cleaning.

The fully programmable 10-point chemical injection system allows for the right combination of chemicals at just the right time in the bath.

O-Series washers offer a delayed start which saves on labor time by having a load ready when the staff arrives.

The management tools allow you to monitor efficiency giving you more time to focus on your business.

QUALITY YOU CAN TRUST



DURABLE:

With heavy-duty bearings in a cast iron bearing housing, a welded steel spider and shaft, and a rugged frame design that has been proven over two decades, Dexter washers are built to last.

Every model is designed to withstand our extreme 1,000 hour out-of-balance test.

The polished chrome doors and AISI 304 stainless steel tub, cylinder, top, front, and side panels keep washers looking great year after year.

RELIABLE:

Our industry leading 10-year warranty covers the frame, tub, cylinder, shaft, seals, bearings, and bearing housing.

A 3-year parts warranty covers the rest.

We stand behind every machine you invest in with lifetime technical support.

OPTIONS YOU NEED



EFFICIENT:

Powerful Express 200 g-force extraction removes more water to reduce dry time and help save energy.

Our electronic pressure sensor offers a range of water level options to increase efficiency and help save on water.

This model offers temperature recording to ensure the cleanliness of each cycle.

FLEXIBLE:

O-Series controls give you the precision and features you need to get your laundry done right.

Adjustable final extract speeds and other customizable options allow Dexter washers to fit almost any installation.

OPTIONS:

This model comes standard with chemical injection only. A front soap box is optional.

Electric and steam heat options are available on this model.

T-1450 EXPRESS WASHER SPECIFICATIONS

ON-PREMISE LAUNDRY

Capacity:

Dry Weight Capacity - lb (kg)	90	(40.8)
Cylinder Volume - cu ft (L)	13.7	(388)

Speed:

High Extract Speed - g (RPM)	200	(617)
Intermediate Extract Speed - g (RPM)	60	(338)
Washing Speed - g (RPM)	0.9	(39)
Motor Size - hp (kW)	7.8	(5.8)

Dimensions:

Cabinet Height - in (cm)	62 3/8	(158.4)
Cabinet Width - in (cm)	41 1/2	(105.4)
Cabinet Depth - in (cm)	42 1/4	(107.3)
Door Opening - in (cm)	19 1/4	(48.9)
Floor to Door Bottom - in (cm)	19 5/16	(49.1)
Cylinder Diameter - in (cm)	37	(94)
Cylinder Depth - in (cm)	22	(55.9)

Weight:

Net Weight - lb (kg)	1322	(599.6)
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Shipping Information:

Shipping Weight - lb (kg)	1364	(618.7)
Shipping Height - in (cm)	69 1/4	(175.9)
Shipping Width - in (cm)	43 1/8	(109.5)
Shipping Depth - in (cm)	48	(121.9)

Water Requirements:

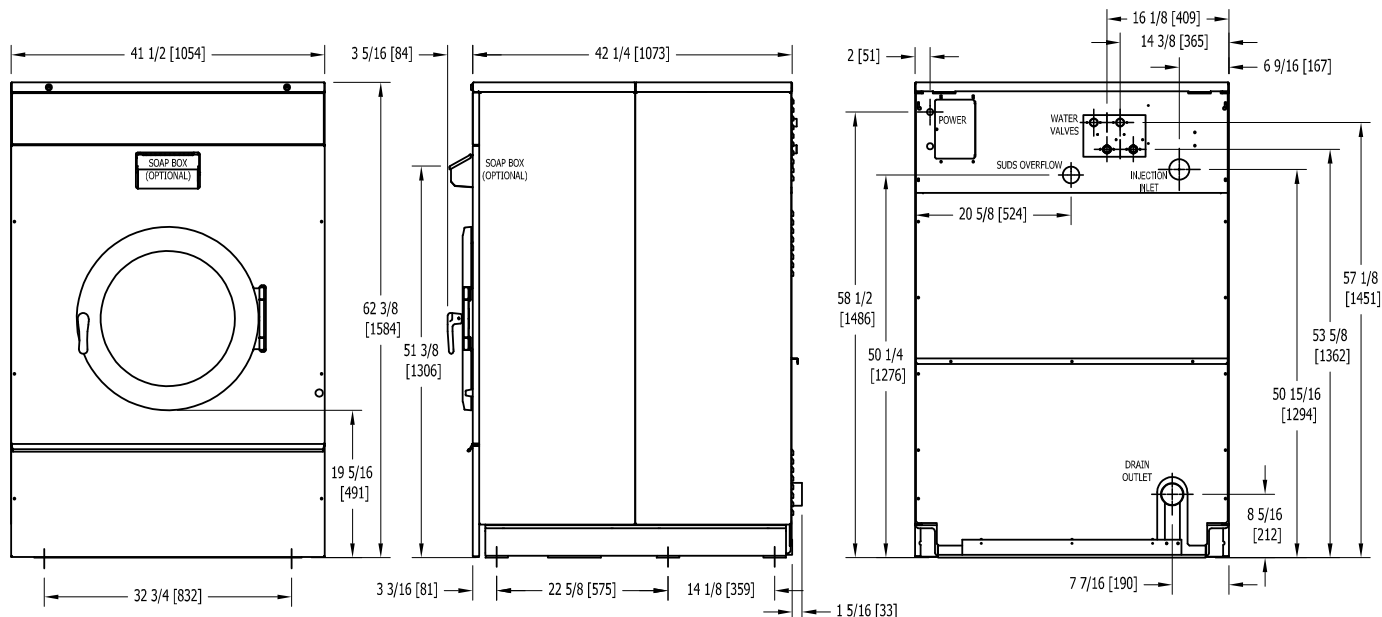
Water Inlet Size - in (mm)	3/4	(19)
Pressure (min/max) - psi (kPa)	30-120	(207-827)
Flow Rate - gal/min (L/min)	9 & 12	(34 & 45)
Drain Diameter (O.D.) - in (cm)	3	(7.6)
Floor to Center of Drain - in (cm)	8 5/16	(21.1)

Electrical Requirements:

Model	Volts / Hz / Phase / Wiring	Circuit Breaker Amps / Running Amps / Wire Size
-12	208-240 / 60 / 1 / 2 wire + ground	30 / 15 / #10
-12	208-240 / 60 / 3 / 3 wire + ground	30 / 15 / #10
-13	208-240 / 60 / 3 / 3 wire + ground	60 / 60 / #4
-39	230 / 50 / 1 / 2 wire + ground	30 / 15 / 5.3 mm ²

Installation Recommendations:

Minimum Clearance Between Machines - in (cm)	1/2	(1.3)
Minimum Clearance Behind Machines - in (cm)	24	(61)
Minimum Concrete Thickness - in (cm)	12	(30.5)



The soapbox shown above the door is optional on this model.

FRONT

SIDE

BACK



DEXTER WARRANTIES

Every Dexter washer is engineered, manufactured, and tested to ensure that it will show up for work, cycle after cycle, year after year, in even the harshest laundry environments. We are committed to helping our customers achieve long term success by providing them with laundry solutions they can depend on. As a testament to that commitment we stand behind every machine we build with lifetime technical support and industry leading warranties.



LIFETIME TECHNICAL SUPPORT

Our highly skilled technical support team provides lifetime technical support for both you, our distributor, and our mutual customers. This support is available by phone or emails during regular business hours for the life of our products.



WASHER WARRANTIES

10-Year Limited Warranty

Every Dexter washer is covered by a 10-year parts replacement warranty on the frame, tub, cylinder, shaft, seals, bearings, and bearing housing.

3-Year Parts Warranty

All washer components not covered by the 10-year warranty are covered by a 3-year parts replacement warranty.



DRYER WARRANTIES

5-Year Limited Warranty

Every Dexter dryer is covered by a 5-year parts replacement warranty on the trunnion, bearings, and bearing housing.

3-Year Parts Warranty

All dryer components not covered by the 5-year warranty are covered by a 3-year parts replacement warranty.



DEXTERLIVE

1-Year Parts Warranty

The main components of the DexterLive networking kits are covered by a 1-year parts replacement warranty which includes the DexterLive gateway, DexterLive router, and ethernet switches.



REPLACEMENT PARTS WARRANTY

90-Day Parts Warranty

All Dexter replacement parts have a 90-day parts replacement warranty.

Please see the Warranty Guidelines page for more information on these warranties.



WARRANTY GUIDELINES

- All Dexter Laundry, Inc. limited warranties covers parts that fail during normal use under the limitations described on the Dexter Warranties page. Dexter's obligation under this warranty shall be limited to repairing or exchanging any part of said equipment that, in the judgment of Dexter, shows evidence of premature failure.
- A failed part shall be returned to Dexter Laundry through an Authorized Dexter Distributor (F.O.B. Factory) within 6 months from the expiration of the specific parts warranty period listed.
- These warranties are for the sole benefit of the original purchaser and the warranty must be registered with Dexter Laundry, Inc. to be eligible. Machine warranties can be registered either by returning the original postage paid warranty card that was received with the machine or by registering the machine warranty at dexter.com.
- Dexter assumes no responsibility for labor costs, transportation charges, local duties or taxes associated with warranty parts.
- This warranty shall not apply to any product which has been altered in any way so as, in our judgment, to affect its performance, or which has been subject to any abuse, misuse, negligence, chemical damage, improper installation or any other occurrence beyond the control of Dexter.
- This warranty shall not apply to any product on which the serial numbers have been altered, defaced, or removed.
- Dexter Laundry reserves the right to make changes in design or to make additions to or improvements upon products without incurring any obligations to install the same on products previously manufactured.
- The warranty provided hereunder and the obligations and liabilities of Dexter laundry, Inc. as set forth herein are exclusive and purchaser hereby waives all other remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise (including without limitation any obligations of Dexter Laundry, Inc. with respect to fitness, merchantability and consequential damages) or whether or not occasioned by Dexter Laundry's negligence.
- This warranty shall not be extended or altered unless specifically agreed to in writing by Dexter Laundry, Inc., located in Fairfield, Iowa, and the purchaser.

ENCOURAGE YOUR CUSTOMERS TO REGISTER THEIR WARRANTIES

Every Dexter washer and dryer is shipped with a warranty registration card that explains the details of the applicable warranty. To maintain the validity of their warranty, it is important for the owner to register their equipment. This can be done by mailing in the pre-paid warranty card attached to the machine or by registering online at DEXTER.COM. Some Dexter Authorized Distributors take care of this process for their customers to ensure that it is completed in a timely manner.

This information is used to verify if replacement parts are covered under the applicable warranties. If the equipment is not registered we must rely on the date the product was shipped from the factory for warranty validation which may shorten the time we can accept warranty claims. This information also allows us to provide prompt repairs if a factory recall were to occur.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23, 2021
Subject:	Contract with Port of Kennewick for Safeboat Moorage
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Ryan Lukson

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

Summary / Background Information

Per Resolution 2020-991, Section 5.0 Services “the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost.

Per Resolution 2020-313, the Benton County Sheriff's Office leased a moorage slip from the Port of Kennewick to store the Safeboat in 2020.

The Port of Kennewick has offered to lease the same vessel moorage slip to the Benton County Sheriff's Office in 2021 but has increased the rate slightly to \$300.95 annually. This moorage agreement will continue to reduce emergency response times and place our vessel in a safe and secure location and increase public safety.

The Port of Kennewick moorage slip includes one (1) space available with utilities to the Benton County Sheriff's Office for the purpose of storing the Safeboat and to perform minor vessel maintenance.

Fiscal Impact

Amount: \$300.95 plus any applicable WSST

Fund: 0127101 Boating Safety & Patrol Fund

Recommendation

The Benton County Sheriff's Office recommends entering a contract with the Port of Kennewick for said services that commences January 1, 2021 and terminates December 31, 2021 for an amount not to exceed \$300.95 plus any applicable WSST.

Suggested Motion

Approve as part of consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE MOORAGE AGREEMENT BETWEEN THE PORT OF KENNEWICK AND THE SHERIFF'S OFFICE TO MAINTAIN A BOAT SLIP AT THE CLOVER ISLAND MARINA FOR ONE (1) OF THE SHERIFF'S OFFICE MARINE SAFEBOAT

WHEREAS, per Resolution 2020-991, Section 5.0 Services "the County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the county may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost; and

WHEREAS, Per Resolution 2020-313, the Benton County Sheriff's Office leased a moorage slip from the Port of Kennewick to store the Safeboat in 2020; and

WHEREAS, The Port of Kennewick has offered to lease the same vessel moorage slip to the Benton County Sheriff's Office in 2021 but has increased the rate slightly to \$300.95 annually. This moorage agreement will continue to reduce emergency response times and place our vessel in a safe and secure location and increase public safety; and

WHEREAS, The Port of Kennewick moorage slip includes one (1) space available with utilities to the Benton County Sheriff's Office for the purpose of storing the Safeboat and to perform minor vessel maintenance; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract with the Port of Kennewick for said services with a termination date of December 31, 2021; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and hereby awards the personal service contract to the Port of Kennewick for moorage of the Benton County Sheriff's Office Marine Patrol Safeboat for an annual amount not to exceed \$300.95 plus any applicable WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Personal Service Contract between Benton County and The Port of Kennewick; and

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

Dated this _____ day of _____, 2021.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

PORT OF KENNEWICK MOORAGE AGREEMENT

This Moorage License Agreement ("Agreement") is made on the 1 day of January, 2021 by and between Port of Kennewick, a Washington municipal corporation ("Port"), and the undersigned Vessel owner ("Owner") under the following terms and conditions:

Basic Moorage Agreement Provisions

The following Basic Moorage Agreement Provisions are hereby incorporated herewith as part of this Agreement:

- A. Owner Name(s): Benton County Sheriff's Office
- Vessel Owner Mailing Address: 7122 W. Okanagan Place #B Kennewick WA 99336
- B. Vessel Owner Home Address: Cell: Home: 509-736-3079 Work: 509-736-3079
- C. Vessel Owner Phone Contact:
- D. Vessel Owner E-Mail: Jon.law@co.benton.wa.us
- E. Vessel Owner Employer: Benton County Sheriff's Office
- F. Emergency Contact: Jon Law – 509-736-3079
- G. Vessel Description: Make: Safeboat Model: 29 Year: 2019 Color: Grey Length: 29
WN: Exempt
- H. Dock /BH Dock: Slip #: B-78 Boathouse: Boathouse Width:
- I. Term: This Agreement supersedes and replaces all previous moorage agreements between the parties. This Agreement will commence on January 1, 2021 and end on December 31, 2021.
- J. Yearly License Fee (Moorage Rate) Total Per Year Initials \$ 300.95

1. **Grant of License.** The Port grants a license to Owner to use the moorage space for moorage of the Vessel, all in accordance with the terms of this Agreement.

2. **Yearly License Fee.** Owner shall pay Port within 30 days of execution of this agreement the license fee set forth above. Payment shall be made payable to Port and delivered to the Port's address, or at such other address as Port may hereafter designate. Payments by check or cash only. Credit/debit cards are not accepted at this time.

3. **Utilities.** At Owner's request, and subject to the payment of utility fees provided for herein, Port shall make available to Owner at the moorage space electrical power, water, and such other utility services generally made available to owners at the dock. Port does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the generality of the foregoing, Owner acknowledges that water service may be discontinued between Fall and Spring, on a schedule as determined by the Port. In addition, Port does not warrant that the utility services will be compatible with the utility service requirements of any vessel to be moored at the dock (including electrical interconnection requirements or the effect of electrolytic action), and Owner assumes all risk in this regard. Owner shall be responsible for ascertaining that the available electrical and other utility services to the moorage space are suitable for Owner's needs. All utilities shall be furnished to the moorage space at the established rates provided by the applicable utility provider's current rates. Owner shall be solely responsible for the payment of all utility charges applicable to the moorage space, which utilities shall be measured by a separate meter where applicable and billed on a quarterly basis. Initials

4. **Late Fee: Interest: NSF Charge.** If Owner shall fail to pay when due any license fee or any other sums due as stated in this agreement, a late charge equal to the greater of (i) \$50, or (ii) five percent (5%) of the overdue amount shall be payable by Owner to reimburse the Port for costs relating to collecting and accounting for said late payment(s). In addition to any applicable late fees, 12% APR interest (1% per month), shall be applied to the total unpaid balances beginning the sixteenth (16th) day of any month following the month due. If an Owner check is returned by the bank for any reason, Owner shall pay a fifty (\$50) dollar fee for the Port's administrative costs and shall pay any associated bank fees. Future payments may be required to be made by cash or money order. The Port and Owner hereby agree that these charges represent a fair and reasonable estimate of what the Port might incur by reason of Owner's late or NSF payment. These fees are due and payable with the current rent payment. Port's

acceptance of any late charge, interest or NSF fee shall not be deemed an extension of the date license fees are due or prevent the Port from exercising any other rights or remedies under this Agreement. The Port reserves the right to revise its policy regarding late payment and NSF check charges without notice. Owner may also be subject to additional fees related to collection, chain up, haul out, impound, storage and auction. Initials

5. Use. Owner may use the moorage space only for purposes of moorage of the Vessel and minor vessel maintenance, and for no other purpose whatsoever. Commercial use is prohibited. Use of and access to the moorage space and/or dock shall be subject to Port or Port's employees', agents', or contractors' right to demand proof of ownership of the Vessel. Port or its employees, agents, or contractors shall have the right to deny access to the moorage space and/or dock if Owner fails to provide such proof of ownership upon demand. Owner's vessel length must be within the guidelines established by the Port. Prior to any change of vessels, Owner shall obtain written authorization of such change by the Port. The Port shall have the right to inspect the new vessel for size and condition prior to determining whether authorization shall be granted to moor the substitute vessel. If the Port authorizes the substitution of vessels, all other terms and conditions of this Agreement shall remain in full force and effect.

6. Renovations. The parties acknowledge that Port may elect in its sole discretion to (i) construct one or more new buildings, as well as piers and pilings, in and around the dock and on adjacent parcels, and (ii) perform major repairs and renovations to the dock and adjacent buildings and improvements and that such repairs and work may create noise, dust, vibrations, other construction-related impacts, including periodic limits on access to the dock.

7. Care of Moorage Space; Maintenance. Owner shall keep and maintain the moorage space in a clean and sanitary condition at all times, and in accordance with the Port's dock rules and regulations. The Port does not accept Owner's vessel for storage or as a bailee. Owner shall notify the Port in advance of the employment of outside commercial labor and report work performed on the vessel or boathouse. Upon termination of this Agreement, Owner shall surrender the moorage space in good order and repair, other than normal wear and tear resulting from ordinary use. Under no circumstances, nor at any time, may Owner change, modify, or alter the moorage space or any other portion of the dock. Owner shall not install or place any personal property, dinghies, equipment, boxes, or lockers of any type on any portion of the dock or walkways. Owner acknowledges that discharge by Owner of sewage, toxic materials or other liquids or solids, which could be considered pollutants is illegal, and deemed to be a default under this Agreement, and Owner hereby indemnifies Port against any expense incurred by Port, including attorneys' fees, in connection with cleaning up or rectifying any such discharge. Owner shall also utilize a mooring system adequate to provide safe berth for the Vessel plus safe and efficient handling of passengers and goods. Owner shall not refuel or engage in major repairs or maintenance of any vessel at the dock. Owner shall not utilize the dock as a boat launch. Owner shall maintain the seaworthy condition of any vessel using the moorage space. Owner shall maintain any boathouse covered by this Agreement pursuant to all applicable federal, state, local laws, regulations and codes. Owner shall comply with Best Management Practices ("BMPS") relating to the use of the dock as promulgated by Washington State Department of Ecology from time to time. The current BMPS are hereby incorporated into this Agreement as they exist and as they may be modified or supplemented. Owner shall cause owner's agents, licensees and invitees to comply with such dock rules and regulations and the BMPS. From time to time, Port maintenance staff may be assisted by supervised Department of Corrections' work crews.

8. Transfer & Assignment. This Agreement and Owner's rights hereunder are not transferable or assignable without the prior written approval of Port, which approval may be withheld by Port in its sole discretion. In addition, Owner may not assign or sublet the right to use the moorage space. In this respect, this Agreement is personal to Owner and may not be used or transferred to any other person. A \$50.00 transfer fee shall apply for any tenant requested slip transfers.

9. Insurance. At all times during the term of this Agreement, Owner shall carry in full force and effect, with insurance companies authorized to do business in the State of Washington, **bodily injury and property damage liability insurance** with limits of at least \$1,000,000 per occurrence and vessel pollution coverage in compliance with the Oil Protection Act of 1990. A Certificate of Insurance or copy of Owner's insurance policy showing **evidence of insurance** will be delivered to the Port annually and the Port will be notified thirty (30) days in advance of any cancellation either by an endorsement to Owners policy or personally by written notice by owner. The foregoing insurance shall cover damage done to the dock, the port, and any other boats or equipment (including fishing boats and equipment) in the vicinity of the dock. Owner shall not be entitled to moor any vessels at the moorage space until evidence of insurance satisfactory to port has been provided by owner. At all times during the term of this agreement, owner shall also carry in full force and effect with insurance companies authorized to do business in the state of Washington **comprehensive watercraft liability insurance** for each vessel owned or operated by owner and located at the dock with limits of at least \$1,000,000 per occurrence for property damage and bodily injury and death, and which shall protect against damage done to the dock and other boats and equipment in the vicinity of the dock. The issuing insurer will provide port with not less than thirty (30) days' prior written notice of any material change or cancellation. Initials

10. Indemnity. Port shall not be liable to Owner or any other person for any loss, injury, death or damage to persons or property (including the Vessel) that may arise at the Dock, on in or around the water adjacent thereto, except for loss, injury, death or damage caused by the willful misconduct or gross negligence of Port or its agents or employees. Owner agrees to indemnify, defend and hold Port harmless from and against all loss, cost, liability, damage and expense, including but not limited to reasonable attorneys' fees, penalties and fees, incurred in connection with or arising from (a) any default by Owner of the terms and conditions of this Agreement, (b) the use of the Dock by Owner and its guests, invitees, visitors and agents, (c) acts, omissions or negligence of Owner or its guests, invitees, visitors and agents in or around the Dock, (d) the use of or operation any vessel on or about the Dock by Owner and its guests, invitees, visitors and agents, or (e) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth in (a), (b), (c), or (d) above. Owner acknowledges that any vessels moored at the Dock (and any personal property contained therein) and all personal property of Owner are located at the Dock at Owner's sole risk, and Port shall not be liable for any loss or damage thereto. Furthermore, Owner shall be solely responsible and liable for, and shall indemnify, defend and hold harmless Port for, from and against any and all hazardous substances existing at the Dock on in or around the water adjacent thereto or present in or on the air, ground water, soil, buildings or other improvements or otherwise in, on, under or about the Dock or any other property, resulting from Owner's handling of hazardous substances during the period of this Agreement.

11. Damage, Destruction or Condemnation. If the Dock or any portion thereof is at any time destroyed or damaged by a casualty, or if any portion of

the Dock or adjacent parcels are taken pursuant to the exercise or threatened exercise of the power of eminent domain (including a conveyance in lieu thereof), Port may elect to terminate this Agreement.

12. **No Liens.** Owner will not permit any mechanics' liens or other liens to be placed upon the Dock or any adjacent properties. Nothing herein shall be deemed or construed in any way as constituting the consent or request of Port, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Dock or any part thereof, nor as giving Owner any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's or other liens against the Dock or any adjacent parcels. In the event any such lien is attached thereto, then, in addition to any other right or remedy of Port, Port may, but shall not be obligated to, discharge the same, and any amount paid by Port for any of the aforesaid purposes including, but not limited to, reasonable attorneys' fees, shall be paid by Owner to Port promptly on demand. If any lien is recorded in connection with Owner's work at the Dock or materials provided thereat, Owner shall, within ten (10) business days after request, post such bond as will release the affected property from such lien.

13. **Default Remedies.** If Owner violates the terms of this Agreement, and such failure continues for a period of three (3) days after Port has given Owner written notice thereof, Owner shall be in default hereunder. Upon default, Port may exercise any and all remedies available to Port hereunder or otherwise provided by law including, but not limited to the remedies set forth in RCW 53.08.320 or according to the summary procedure authorized in RCW 60.36.010. Without limiting the foregoing, Port may immediately terminate this Agreement without limiting the liability of Owner for all amounts due hereunder. Upon termination of this Agreement, and if Owner has not already done so, Port shall be authorized to remove any vessels moored at the Dock and all property of Owner from the Dock and to make repairs to any vessels if necessary in connection therewith, all at the cost, expense and risk of Owner. If any vessel remains at the Dock or in the Port following termination of this Agreement, and without limiting the other remedies of Port hereunder, Owner shall be deemed, at Port's election, to be holding over pursuant to this Agreement and shall be subject to the provisions of paragraph 24 "Holding Over" below.

14. **Cumulative Remedies. No Waiver.** Port's rights and remedies hereunder are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of this Agreement shall be construed as a waiver or forbearance of any other or subsequent breach, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

15. **Vessels.** Owner agrees to keep accurate records of all vessels that use the Dock, including records of the Vessels' owners, Vessels' license numbers, state registration number, and U.S. Coast Guard Certificate. A current registration number and valid decal must be prominently displayed on vessel.

16. **Electronic Gate Cards.** Port shall issue to Owner no more than two (2) Electronic Gate Cards ("Cards") to provide access to the Dock and the Moorage Space. The Cards shall be surrendered to Port upon termination of this Agreement. Cards shall remain the property of Port at all times, and Port may revoke the right of Owner to use the Cards if Owner is in default under this Agreement. Cards are for the personal use of Owner and may not be transferred to or used by any other parties. Owner agrees to notify Port immediately if any Card is lost or stolen. A replacement fee of \$25 shall be charged for any lost or stolen Card. Port reserves the right to revise its policy regarding gate card replacement fee without notice. **Initials**

17. **Limitation of Liability.** If Port is in default hereunder, Port's liability shall be limited to its right, title and interest in the Dock. The Port and any agent, officer, director, official, or employee of the Port shall not be personally liable hereunder.

18. **Access to Vessels.** Port shall have the right with reasonable notice to inspect the Moorage Space and/or board any vessels moored at the Dock to determine if the Moorage Space and/or such vessels are in compliance with the terms of this Agreement and the Port's Dock Rules and Regulations.

19. **No Living Aboard.** No person may live aboard or stay aboard for extended periods of time the Vessel when moored at the Dock. Tenants may stay for a maximum of 3 consecutive nights on vessel when moored at the Dock. **Initials**

20. **Parking.** Outside of designated areas, parking on Clover Island is for DAY USE ONLY. Violators shall be towed at owner's expense. Extended use parking permits, for a specific period of time, may be obtained at the Port office and will be issued at Port discretion. **Initials**

21. **Port's Right to Terminate.** Notwithstanding anything to the contrary elsewhere in this Agreement, Port shall have the right to terminate this Agreement at any time for any reason or for no reason at all by providing at least thirty (30) days' prior written notice of termination to Owner, in which notice Port shall specify its desired Early Termination Date. If Port elects to terminate the Agreement early as provided herein, the Early Termination Date chosen by Port shall operate as if that date were the time originally fixed for the expiration of the Agreement. The parties recognize that the foregoing early termination right is important to Port and that any delay caused by the failure of Owner to vacate the Moorage Space pursuant to this paragraph when required can cause irreparable harm to the Port and future Owners. Therefore, Port and Owner agree that time is of the essence of this paragraph and that if any dispute arises between Port and Owner with respect to the provisions of this paragraph, any other provisions of this Agreement notwithstanding, Owner will vacate the Moorage Space upon early termination of the Agreement as provided above, and Owner shall be deemed to have waived any rights in law or equity to possession of the Moorage Space. The Port shall have the right to relocate the vessel to wet or dry storage if Owner has not removed the vessel within ten (10) days after termination of the Agreement and the Owner shall be deemed, at Port's election, to be holding over pursuant to this Agreement and shall be subject to the provisions of paragraph 24 "Holding Over" below.

22. **Port's Right to Relocate.** During the term of this Agreement, Port shall have the right, for any reason, to relocate the Owner's Moorage Space to another location at the Dock. In the event Port so elects to relocate Owner, Port shall notify Owner and propose the new moorage space location to Owner. Owner shall have fifteen (15) days from the receipt of said notice to elect to accept said relocation. In the event that the relocation proposal is accepted by Owner, Port and Owner shall revise this Agreement to reflect the new moorage space. Upon such relocation, such new space shall be deemed the "Moorage Space" hereunder for all purposes and the Agreement shall be deemed amended to that effect without further formality.

Yearly License Fee rate for the new space shall be the same as those agreed to in the original Agreement, subject to adjustment for additional or less moorage space, as applicable. All other terms and conditions of the original Agreement shall remain in full force and effect. In the event that Owner elects not to accept the relocation of its Moorage Space, Owner shall so notify Port in writing. Port shall then have the option for thirty (30) days to terminate Owner's Agreement or to allow Owner to remain in its present Moorage Space. In the event that Port elects to terminate the Agreement, Owner shall be given thirty (30) days' notice.

23. **No Warranties.** Port makes no warranties, express or implied, as to the condition of the Dock (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Moorage Space for Owner's intended purposes. Port makes no representations or warranties, express or implied, regarding the draft of the Dock or that the approaches to the Dock, or the moorage space itself, will be free from wreckage or debris. Owner acknowledges that Owner has had an opportunity to inspect the Moorage Space and the Dock prior to execution of this Agreement and agrees to accept same in their current condition.

24. **Holding Over.** If Owner fails to remove the Vessel from the Dock upon termination of this Agreement, and without otherwise limiting the rights of Port hereunder, Owner shall pay Port the applicable daily rate for transient moorage (as determined by Port acting in its sole discretion) for each day the Vessel continues to be moored at the Dock. The Port shall have the right to elect to chain up, remove, impound, store and/or auction Vessel at Owner's expense.

25. **Notices.** Any notices hereunder shall be given in writing and be addressed to the parties' respective address for notices as follows:

Port of Kennewick

350 Clover Island Drive, Suite 200

Kennewick, WA 99336

Owner

Mailing Address Set Forth in Basic Provisions Above

26. **Removal of Vessel in Emergency.** In case of emergency, Port is authorized to move any or all vessels without liability for damages or loss of any kind. Owner agrees to pay Port reasonable compensation for moving the vessels under such circumstances.

27. **Section Headings.** The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the Sections they introduce.

28. **Dock Rules and Regulations.** Owner shall comply in all respects with the Dock Rules and Regulations adopted by Port, which Dock Rules and Regulations may be revised by Port from time to time at the Port's sole discretion. Dock Rules and Regulations will be posted on the Port's website and will be provided to Owner upon Owner's request. Failure to comply with the Dock Rules and Regulations shall constitute a default hereunder.

29. **Binding on Heirs.** This Agreement and the terms and conditions hereof are binding upon and shall inure to the benefit of the successors and assigns of Port and the heirs, executors, administrators and, to the extent permitted hereunder, the assigns of Owner.

30. **Attorneys' Fees.** In the event that any action or other legal proceeding is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration).

31. **Severability.** If any provision of this Agreement shall be found to be void, such determination shall not affect any other provision of this Agreement.

32. **Venue.** The Port and Owner agree that venue for any litigation involving this Agreement is proper in state court situated in Benton County, Washington, or any federal court situated in Spokane County, Washington.

33. **Amendments.** This Agreement constitutes the entire understanding and agreement of Port and Owner as to the matters set forth herein. No alteration or amendment to this Agreement shall be effective unless in writing and signed by both the Port and the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective January 1, 2021.

PORT OF KENNEWICK

By: Tana Bader Inglima
Tana Bader Inglima, Deputy CEO

CHAIRMAN OF THE BOARD

Signature

Printed Name

Approved as to form:

Ryan L...

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23, 2021
Subject:	MOU with US Marshals – Violent Offender Task Force 2020/2021
Presenter:	N/A
Prepared By:	Katie Gillies, CFO
Reviewed By:	Mat Clarke, Lieutenant
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

The United States Marshal Service (USMS) has been granted authority to direct and coordinate permanent US Marshal Services Violent Offender Task Forces consisting of Federal, state, and local law enforcement for the purpose of locating and apprehending fugitives.

The Benton County Sheriff's Office (BCSO) has a detective who is part of the Joint Law Enforcement Operations Task Force (JLEO) for the United States Marshal.

In past years, the Sheriff has signed the Memorandum of Understanding (MOU) between Benton County Sheriff's Office and US Marshal Eastern District of Washington for reimbursement, if funding is available, for overtime incurred by the state or local investigators who provide support to USMS Joint Law Enforcement Task Forces.

BCSO received the attached MOU indicating that Benton County qualifies for funding reimbursement for the fiscal year 2020/2021 in an amount up to \$19,180.25 for services and expenses mentioned above.

Fiscal Impact

FY2020 Overtime Reimbursements for an amount up to \$19,180.25. These revenue & expenditures were included in the 2021/2022 budget process; therefore, no budget adjustment will be necessary.

Recommendation

Approve the attached Resolution, authorizing the Benton County Sheriff's signature on the attached Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between the Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement back to Benton County for an amount up to \$19,180.25

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS
AUTHORIZING THE BENTON COUNTY SHERIFF'S SIGNATURE ON THE MOU
BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND UNITED STATES MARSHAL -
EASTERN DISTRICT OF WASHINGTON FOR THE JOINT LAW ENFORCEMENT
OPERATIONS TASK FORCE FOR 2020-2021**

WHEREAS, the United States Marshal Service (USMS) has been granted authority to direct and coordinate permanent USMS Violent Offender Task Forces consisting of Federal, state, and local law enforcement for the purpose of locating and apprehending fugitives; and

WHEREAS, the Benton County Sheriff's Office has a detective who is part of the Joint Law Enforcement Operations Task Force (JLEO) for the United States Marshal; and

WHEREAS, reimbursement is granted by the USMS, if funding is available, for overtime incurred by the state or local investigators who provided full time support to USMS joint law enforcement task forces; and

WHEREAS, the attached obligation document and Memorandum of Understanding outlines the amount of reimbursement to Benton County Sheriff's Office in the amount up to \$19,180.25 for the period of October 7, 2020 to September 30, 2021; and

WHEREAS, the Benton County Sheriff recommends moving forward with the attached MOU between the Benton County Sheriff's Office and US Marshal Eastern District of Washington and have the Board of Commissioners authorize the Sheriff's signature on the attached MOU; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the Memorandum of Understanding for the Joint Law Enforcement Operations Task Force between Benton County Sheriff's Office and US Marshal Eastern District of Washington for a reimbursement to Benton County for an amount up to \$19,180.25 for the period of October 7, 2020 to September 30, 2021; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Benton County Sheriff's signature on the MOU between United States Marshal Service and Benton County Sheriff's Office

Dated this _____ day of _____, 2021

Chairman

Member

Attest: _____

Clerk of the Board

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

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: M-21-D85-O-000039

SECTION 2: PARTICIPATING AGENCIES

The United States Marshals Service will modify funding provided pursuant to the
Memorandum of Understanding (MOU) in place between:

Benton County Sheriff's Office

and

Eastern District of Washington (85)

All other terms and conditions of the MOU remain the same.

SECTION 3: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE
2021	D85	AFF-B-OP	JLEOTFS4	25205 - TFO Overtime
				Current Funded Amount: \$13,529.00
				Adjusted Amount: \$5,651.25
				Revised Amount: \$19,180.25

SECTION 4: DESCRIPTION OF MODIFICATION

Additional funding for the reimbursement of USMS approved Overtime for Task Force Officers (TFO) assigned to the Pacific Violent Offender Task Force(PNVOTF) for the period of 10/07/20 - 09/30/21.

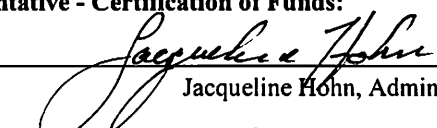
Authorized Amount to Date: \$19,180.25

SECTION 5: CONTACT INFORMATION

<u>DISTRICT/RFTF CONTACT:</u>	<u>STATE/LOCAL CONTACT:</u>
Name: <u>SDUSM Jerome Brown</u>	Name: _____
Phone: <u>509-368-3613</u>	Phone: _____
E-mail: <u>jerome.brown@usdoj.gov</u>	E-mail: _____

SECTION 6: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: 
Jacqueline Hohn, Administrative Officer

Date: 3-1-21

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: 
Gavin Duffy, Chief Deputy U.S. Marshal

Date: 01 MAR 21

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

FORM USM-607A INSTRUCTIONS

The Joint Law Enforcement Operations Task Force Modification Document is designed to provide district and regional fugitive task forces with one standard form to record increases or decreases in funding for existing obligations. For new obligations, please refer to Form USM-607, Joint Law Enforcement Operations Task Force Obligation Document. Joint Law Enforcement Operations partnerships with state and local agencies exist under a reimbursable agreement detailed in the Memorandum of Understanding. The United States Marshals Service reserves the right to modify funding as needed and will provide notification of any changes to the JLEO participating agency.

SECTION 1: Obligation Number

- A. Enter UFMS Document Control number for the existing obligation to be modified.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local JLEO participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Appropriation Data

- A. Insert valid appropriation data in the fields provided, using the original obligation document for reference.

SECTION 4: Description of Modification

- A. Enter a brief description of the reason or purpose for the modification. Space is limited to a maximum of 150 characters.
- B. If a more detailed description is necessary, please note "See attached" in the text field, type the full description of the modification into a new document and attach the additional page to this form. Be sure to note the obligation number on the attachment.

SECTION 5: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 6: Authorization

- A. Certification of Funds: Signature will be applied by USMS District official or IOD representative (RFTF).
- B. Obligation Approval: Signature will be applied by District or RFTF representative.
- C. Acknowledgement: The JLEO participant can acknowledge receipt of the modification form in one of two ways:
 - 1. Sign the completed Form USM-607A and return to the issuing District/RFTF office.
 - 2. Send an email to the District/RFTF point of contact acknowledging that the agency has received and understood the USM-607A. The USMS POC will then print the e-mail and attach to the modification form in lieu of an agency signature.

When completed, the form will be returned to the District/RFTF office. Districts are responsible for modifying obligations in UFMS according to the USM-607A information. RFTF modifications will be forwarded to Headquarters IOD to be entered into UFMS.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 23, 2021	Memo Date:	March 5, 2021
Subject:	Short Plat Vacation - SPV 2021-001 James and Carlene Parrish		
Presenter:	Michelle Cooke, Assistant Planning Manager		
Prepared By:	Brian Malley		
Reviewed By:	Michelle Cooke		
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 ☒ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☒ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract		

Summary / Background Information

On October 24, 2005, Short Plat 2906 was recorded under Auditor's File Number 2005-036701, creating two residential lots off Griffin and Buena Vista Roads in the Prosser area of unincorporated Benton County. The short plat also created the following easements: an irrigation easement on the north 10 feet of Lot 2, the north half of the west 10 feet of Lot 2, a 100 foot x180 foot irrigation pond easement located in the center of Lot 2, and a 10 foot irrigation easement approximately 704 feet in length connecting the pond easement to the western irrigation easement.

The applicants, James and Carlene Parrish, are requesting the vacation of the following easements: the irrigation easement along the north 10 feet of Lot 2, the south 107 feet of the 10' foot irrigation easement on the western property line of Lot 2, the 100 foot x180 foot irrigation pond easement located on Lot 2, and the 10 foot irrigation easement approximately 704 feet in length running through the western half of Lot 2. The applicants are proposing to replace the vacated easements with new irrigation easements as described in BCCM 1.3. Owners of property within 300 feet of the subject parcel and all concerned agencies, including Sunnyside Valley Irrigation District, were notified of the proposed vacation and no objections or concerns have been received to date.

Fiscal Impact

Amount: **None**

Fund: **None**

Recommendation

It is the recommendation of the Planning Division that the Board of County Commissioners conduct a public hearing, and based on the testimony received, either approve or deny the request. The Planning Division, based on the information received thus far, is recommending approval of the proposed vacation of the irrigation pond easement and three 10 foot irrigation easements on Lot 2 of Short Plat 2906, with the condition that the applicant shall record new irrigation easements as shown in green and legally described in BCCM 1.3.

Suggested Motion

I move to approve the vacation of the irrigation easement along the north 10 feet of Lot 2, the south 107' feet of the 10 foot irrigation easement on the western property line of Lot 2, the 100 foot x 180 foot irrigation pond easement located on Lot 2, and the 10 foot irrigation easement approximately 704 feet in length running through

the western half of Lot 2. This motion is conditioned upon the applicant recording new irrigation easements as shown in green and legally described in BCCM 1.3, with the Benton County Auditor. The applicant shall provide the Benton County Planning Division with a copy of the recorded document(s), prior to the signing of the resolution by the Board of County Commissioners. The document must be recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void.

EXHIBIT LIST FOR SPV 2021-001 Parrish			
Board of County Commissioners Memo Exhibit List - March 23, 2021			
BCCM 1	BCCM 1.1	Board of County Commissioners Agenda Action Sheet	March 5, 2021
Includes:	BCCM 1.2	SPV 2021-001 Vicinity Map	January 27, 2021
	BCCM 1.3	Survey Map of the proposed vacation	March 2, 2021
	BCCM 1.4	Short Plat Vacation Application	January 19, 2021
	BCCM 1.5	Board of County Commissioners Legal Notice	March 5, 2021

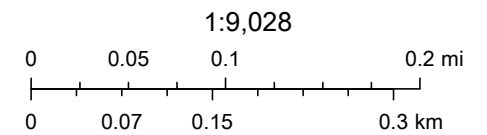
SPV 2021-001 Parrish Vicinity Map

BCCM 1.2



1/27/2021, 8:38:43 AM

 Parcels_and_Assess



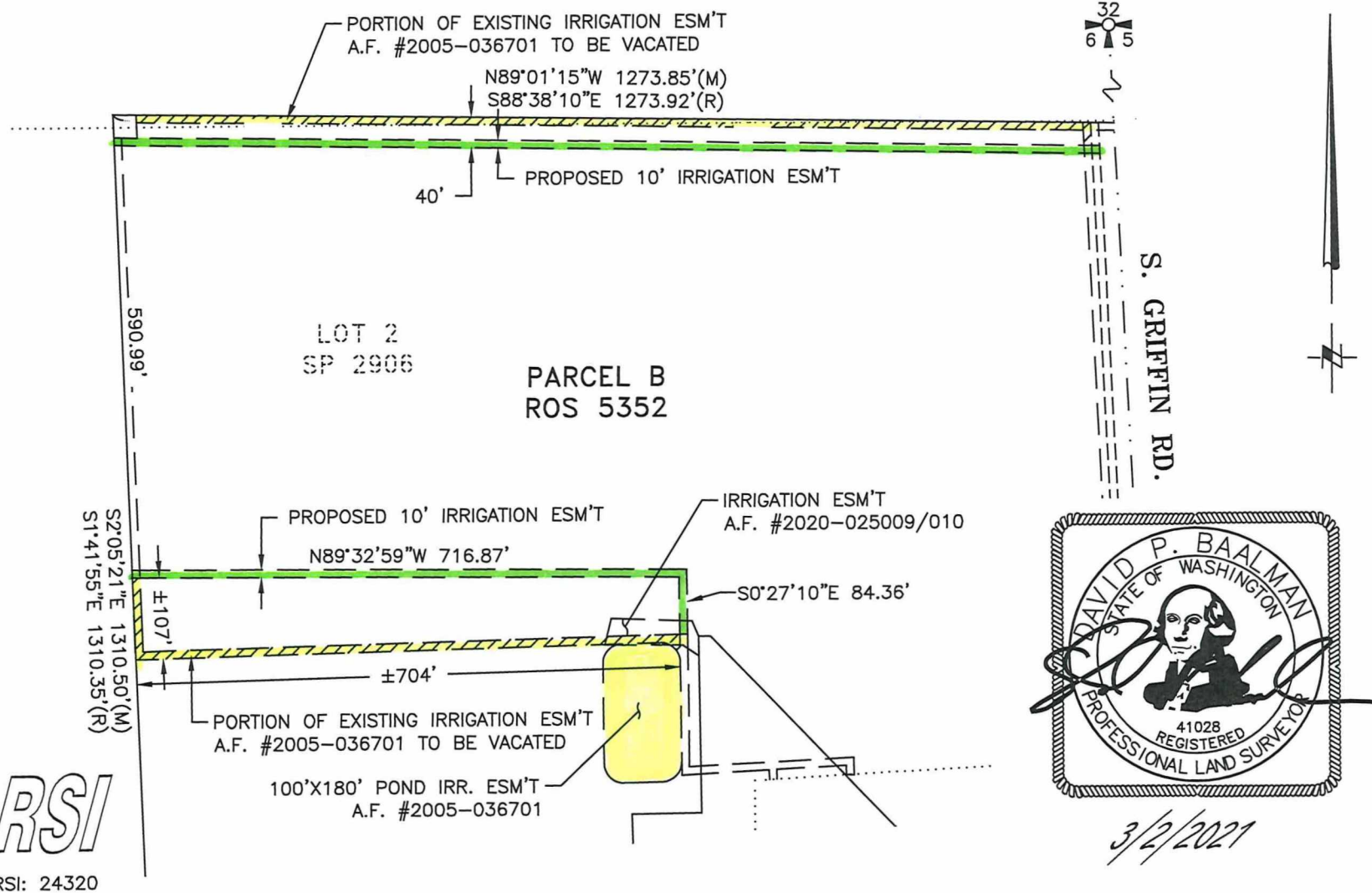
© OpenStreetMap (and) contributors, CC-BY-SA

BCCM 1.3

To be Vacated

To be Dedicated

EXHIBIT MAP JAMES AND CARLENE PARRISH IRRIGATION EASEMENT PTN S6 T8N R24E W.M. BENTON COUNTY, WASHINGTON



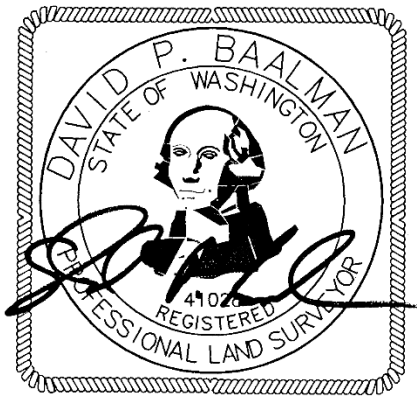
LEGAL DESCRIPTION
Proposed Irrigation Easement

THE SOUTH 10.00 FEET OF THE NORTH 40.00 FEET OF LOT 2, SHORT PLAT 2906, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NO. 2005-036701, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH A STRIP OF LAND SITUATE IN SAID LOT 2, SHORT PLAT 2906, BEING 10.00 FEET IN WIDTH, THE NORTHERLY AND EASTERLY MARGINS OF WHICH DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 2°05'21" EAST 590.99 FEET ALONG THE WEST LINE THEREOF TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°32'59" EAST 716.87 FEET, MORE OR LESS, TO THE NORTHERLY EXTENSION OF THE EASTERLY MARGIN OF THAT 10.00 FEET IRRIGATION EASEMENT LYING EASTERLY OF AND ADJACENT TO THE POND IRRIGATION EASEMENT AS DEPICTED ON SAID SHORT PLAT 2906; THENCE SOUTHERLY ALONG SAID EASTERLY MARGIN 84.36 FEET, MORE OR LESS, TO INTERSECT WITH SAID EASTERLY MARGIN.

THE SIDELINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT THE WEST LINE OF SAID LOT 2 AND AT THE NORTHERLY MARGIN OF SAID 10.00 FEET IRRIGATION EASEMENT LYING NORTHERLY OF AND ADJACENT TO SAID POND IRRIGATION EASEMENT.



03/02/2021

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



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

RECEIVED

JAN 19 2021

SHORT PLAT VACATION APPLICATION

Application No. SPV 2021-001

Benton Co. Planning Dept.

APPLICANT INFORMATION

Please check the box indicating primary contact person for this application

☒ **Applicant/Agent:** JAMES & CARLENE PARRISH
Mailing Address: 171106 W BUENA VISTA RD City: PROSSER
State: WA ZIP: 99350 Phone: (509) 989-2290 Work: _____
Email Address: carlene.parrish@hotmail.com
Signature: James Parrish & Carlene Parrish Date: 1-15-21

☐ **Property Owner(s)** (if different): _____
Mailing Address: _____ City: _____
State: _____ ZIP: _____ Phone: _____ Work: _____
Email Address: _____
Signature: _____ Date: _____

Signatures of Persons with Additional Ownership Interest

<u>MICHAEL VOSS</u>	<u>Michael Voss</u>	<u>1-18-2021</u>
Print Name	Signature	Date
_____ Print Name	_____ Signature	_____ Date
_____ Print Name	_____ Signature	_____ Date

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

ENTITY SIGNATURE BLOCK

Applicant/Legal Owner: _____

Officer name: _____

Title: _____

Signature: _____ Date: _____

THE ABOVE SIGNED OFFICER OF _____ (name of entity)

WARRANTS AND REPRESENTS THAT ALL NECESSARY LEGAL AND CORPORATE ACTIONS HAVE BEEN DULY UNDERTAKEN TO

PERMIT _____ (name of applicant) TO SUBMIT THIS APPLICATION AND THAT THE

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

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

PARCEL INFORMATION

1. Subject property address: 171318 W BUENA VISTA RD
 City: PROSSER State: WA ZIP: 99350
2. Parcel number: 1-0684-101-2906-002 3. Acreage: ±32.3Ac
4. Present use of property: AG / ~~RE~~
5. Access: ☒ County Road ☐ State Road/Highway ☐ Private Road
6. Utilities: Power: ☐ Benton PUD ☒ Benton REA
 Sewer: ☒ Septic Tank ☐ City Sewer: (Provider) _____
 Water: ☒ Individual Wells ☐ One well serving 2-4 lots ☐ One well serving 5+ lots
☐ Private System (Provider & Address) _____
☐ City System (Provider) _____
 Gas: ☒ No ☐ Yes: (Provider) _____
 Cable: ☒ No ☐ Yes: (Provider) _____
 Phone: ☒ No ☐ Yes: (Provider) _____
 Irrigation: ☐ No ☐ Private ☒ District: (Provider) SVID

REQUEST DESCRIPTION

7. Describe the proposed portion of the plat to be vacated: PROPOSED VACATION OF
PORTIONS OF PRIVATE IRR. ESM'TS ON LOT 2 OF SP 2906.
AND POND IRR. ESM'T
8. List other parcels that may be affected by this request: 1-0684-100-0006-000
9. Give a detailed explanation for the vacation request: TO VACATE/RELOCATE THOSE
PORTIONS OF PRIVATE IRR. ESM'TS TO COVER THE ACTUAL LOCATIONS
OF BUILT FACILITIES. TO VACATE THE 100'X180' POND IRR. ESM'T
AS POND NO LONGER EXISTS.

(FOR STAFF USE ONLY)

Critical Areas: N Y: _____

Reviewed by: _____

Application Complete: Y N

Zoning: _____

Date: _____

January 14, 2021

Mr. Michael Voss
5502 S Griffin Road
Prosser, WA 99350

RE: Letter of Understanding and Agreement

Dear Mike,

The purpose of this letter of understanding and agreement is to relocate the existing SVID Easement approximately 30 feet south of it's existing location.

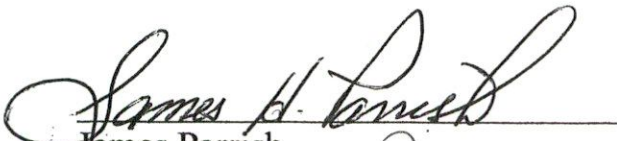
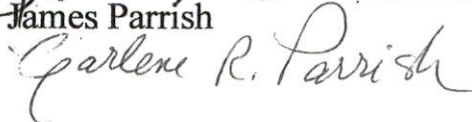
Relocation of the easement will not impact your service point in any way and you will retain all rights you currently have to the relocated easement.

(See Attached Map)

Thank you.


Michael Voss

1-18-2021
Date


James Parrish


1-15-21
Date
1-15-21

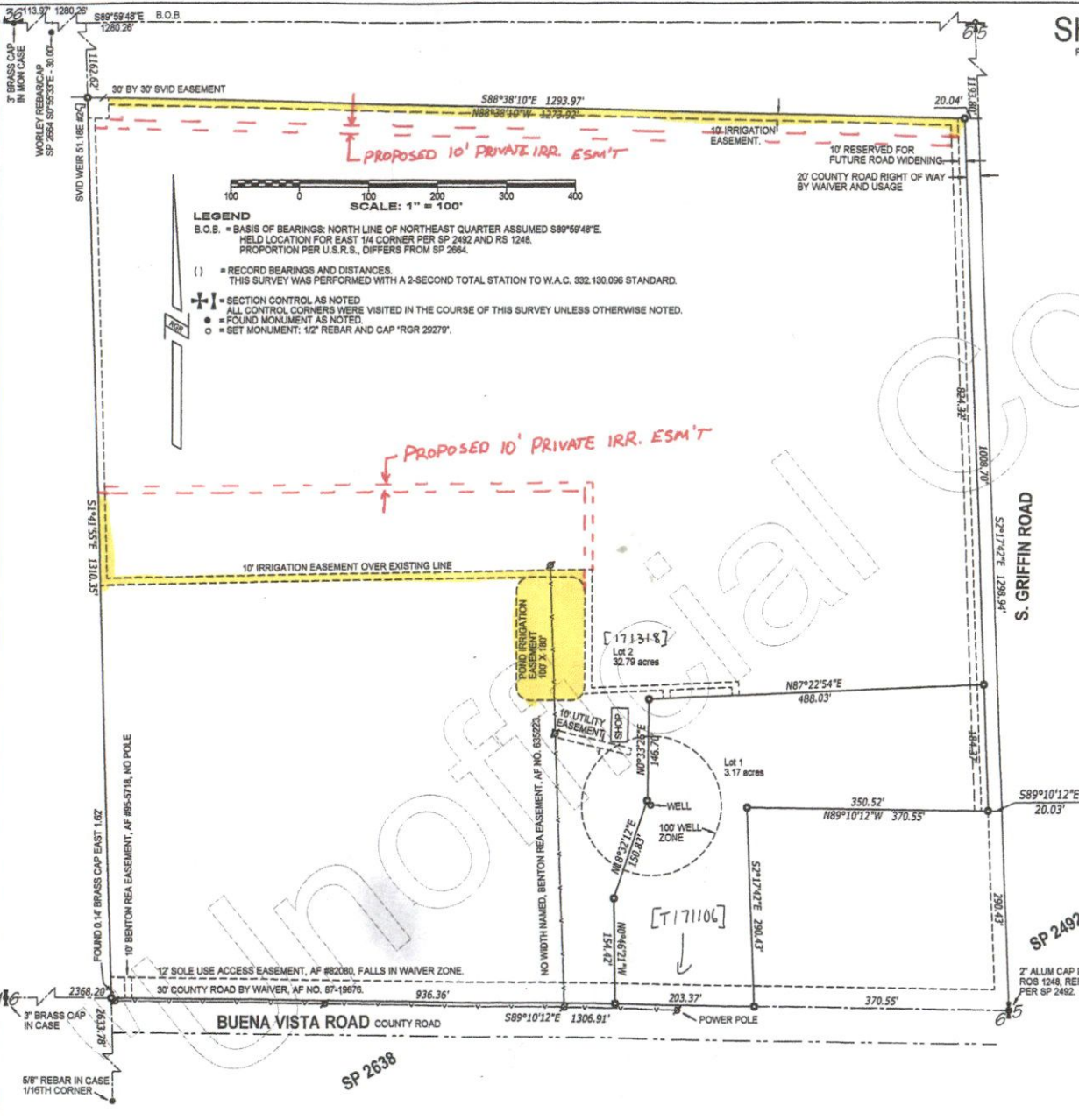
SM 08-27

6-8-24

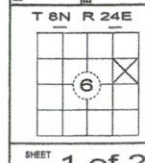
12

SHORT PLAT 2906

PTN OF SE 1/4 OF NE 1/4 OF SEC. 6, T. 8N., R. 24E., W.M.



AUDITOR'S CERTIFICATE I, ROBERT G. REYNOLDS, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT FOR RECORD AT THE REQUEST OF ROBERT G. REYNOLDS AT 2:27 PM, THIS 24 DAY OF Oct., 2024 A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 2906, RECORDS OF BENTON COUNTY, WASHINGTON, IS CORRECT AND ACCURATE. BENTON COUNTY AUDITOR 2025-0367201 Fee Number 14-000-17 Name, Dep Out	
SURVEYOR'S CERTIFICATE I, ROBERT G. REYNOLDS, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE SHORT PLAT FOR RECORD AT THE REQUEST OF ROBERT G. REYNOLDS AT 2:27 PM, THIS 24 DAY OF Oct., 2024 A.D., AND RECORDED IN VOLUME 1 OF SHORT PLATS AT PAGE 2906, RECORDS OF BENTON COUNTY, WASHINGTON, IS CORRECT AND ACCURATE. ALL ANGLES, DISTANCES AND COURSES ARE CORRECT AND ACCURATE. ALL LOT CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN ON THE MAP.	
ROBERT G. REYNOLDS, P.L.S. 807 COURT ST. PROSSER, WASHINGTON PHONE (509) 786-7713 JOB NO. 528 1/2" PARCEL 1-584-105-0007-000 BENTON COUNTY SHORT PLAT 2906 JAMES R. RANUSH 803 EUCLID RD. GRANDVIEW, WA 98930	PTN OF SE 1/4 OF NE 1/4 OF SEC. 6, T. 8N., R. 24E., W.M.



SHEET 1 of 2

Community Development Department

Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us



Planning Division

(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

BCCM 1.5

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING BEFORE THE BENTON COUNTY BOARD OF COMMISSIONERS in the matter of County Planning:

SPV 2021-001 - A Short Plat Vacation application by James and Carlene Parrish to vacate the irrigation easement along the north 10 ft of Lot 2, the south 107 ft feet of the 10 ft irrigation easement on the western property line of Lot 2, the 100 ft x180 ft irrigation pond easement located on Lot 2, and the 10 ft irrigation easement approximately 704 ft in length running through the western half of Lot 2 of Short Plat 2906. The property is located northwest of intersection of S Griffin and W Buena Vista Roads, in Section 6, Township 8 North, Range 24 East, W.M.

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a public hearing on March 23, 2021 at 9:00 a.m. in the Commissioners Meeting Room. Due to the ongoing and unprecedented COVID-19 emergency, participation in this meeting will only be offered virtually. All concerned persons may virtually appear and present any support for or objection to an application or provide written testimony to the Board of County Commissioners in care of the Planning Division on or before the date of the hearing. **Written testimony may be submitted to the Benton County Planning Division PO Box 910 Prosser, WA 99350 by 3 p.m. Monday March 22, 2021.**

To find information regarding testifying and on virtual attendance options including streaming video, Webex video conferencing and telephone, please visit:
<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

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

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

DATED this 5th day of March 2021.

JEROME DELVIN, Chairman
BENTON COUNTY COMMISSIONERS

Michelle Cooke, Assistant Planning Manager
Benton County Planning Division

PUBLISH: March 10, 2021

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	23 March 2021	
Subject:	Hanford Briefing	
Presenter:	Adam J. Fyall, David Reeploeg, Robert Suyama, & Pamela Larsen	
Prepared By:	AJF	
Reviewed By:	AJF	
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☐ Consent Agenda	☒ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☐ Pass Resolutions
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contracts

Summary & Background

This will be the annual discussion between the Board and Hanford Communities and our Hanford Advisory Board representatives.

Benton County is a founding member of Hanford Communities ("HC"), a local information sharing and advocacy coalition comprised of local governments; and the County has representation (primary rep and alternate) of the "site specific advisory board" which here is the Hanford Advisory Board ("HAB"). The HAB advises the Department of Energy on matters of policy and cleanup.

We are currently in a transition with both entities. HC used to be administered by the City of Richland, who held the funding contract with the Department of Ecology. Pam Larsen was the first and only executive director until her retirement last year, and she was a City of Richland employee. With Ms. Larsen cycling out, the City wanted to revisit the existing arrangement, and a decision was ultimately made to move administration of HC to another longtime County partner, the Tri-City Development Council ("TRIDEC"). David Reeploeg is Vice President for Federal Programs at TRIDEC with a lot of history in Hanford issues. Mr. Reeploeg became the new HC executive director with a reorganization of his TRIDEC responsibilities. He can discuss that at greater length at the meeting. Over at the HAB, Bob Suyama is our primary representative. Larry Lockrem is our outgoing alternate. Mr. Lockrem is term limiting out and has submitted his resignation. Meanwhile, Ms. Larsen was previously the City of Richland's HAB rep but with her retirement cycled out of that role. Commissioners seized on the opportunity in January to therefore nominate Ms. Larsen to be the County's new alternate rep, replacing Mr. Lockrem.

Reeploeg, Suyama, and Larsen will all be present to discuss HC and HAB specifically, and Hanford issues more generally. There are no background materials and no action is requested from the Board.

Fiscal Impact

None.

Recommendation

None.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/2021
Subject:	Request to go to Public Hearing
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:	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 Department of Human Services, Fund 0108101 was awarded 4 new Grants due to COVID-19 that were not included in the 2021-2022 budget process.

- Benton County was awarded \$11,768,419 from Washington State Commerce from the US Treasury for rent, utilities and By & For Agencies (C-TRAP) due to COVID-19.
- Benton County was awarded an additional \$1,444,491 in Eviction Rent Assistance Program (ERAP) due to COVID-19.
- Benton County was awarded \$1,571,502 from Washington State Commerce to help develop & expand shelter programs and bring unsheltered people inside with the goal of exiting participants to permanent and positive outcomes.
- Benton County was awarded \$6,162,170 from the US Treasury on January 21, 2021 for rent and utilities (TRAP) due to COVID-19.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the Human Services Fund, fund number 0108101 - \$20,946,582.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on April 13, 2021 to potentially approve the request for a budget adjustment for the Human Services Fund, fund number 0108101.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on April 13, 2021 for the potential approval of the request for a budget adjustment for the Human Services Fund, fund number 0108101, in the amount of \$20,946,582.

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	Human Services	Fund Number:	0108101
Dept Name:	Welfare Services	Dept Number:	551

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
565.120.4155	Contract Services	2,150,000	2,650,000
565.120.4509	Rentals	9,886,068	10,882,568
565.120.4701	Utilities	1,176,842	1,196,842
565.150.4155	Contract Services	1,000,000	1,315,000
565.150.4509	Rentals	4,545,953	4,770,953
565.150.4701	Utilities	616,217	641,217
565.160.4155	Contract Services	796,502	796,502
565.160.4509	Rentals	775,000	775,000
Total Adjustment		\$20,946,582	

Revenue		Amount
BARS Number	Item Name	
333.21.0001	T-Rap from Commerce	11,768,419
334.04.2015	WA Dept of Commerce	1,444,491
334.04.2018	Shelter Grant Program	1,571,502
331.21.0001	T-Rap Advance	6,162,170
Total Revenue		\$20,946,582

Basis for Budget Adjustment (Attach Documentation as Appropriate):

- * Benton County was awarded \$11,768,419 from Washington State Commerce which came from the US Treasury for rent, utilities and By & For Agencies (C-TRAP) due to the Coronavirus Disease (COVID-19).
- * Benton County was awarded an additional \$1,444,491 in Eviction Rent Assistance Program (ERAP) due to the Coronavirus Disease 2019 (COVID-19).
- * Benton County was awarded \$1,571,502 from Washington State Commerce to help develop & expand shelter programs and bring unsheltered people inside with the goal of exiting participants to permanent and positive outcomes.
- * Benton County was awarded \$6,162,170 from the US Treasury on January 21, 2021 for rent and utilities (TRAP) due to the Coronavirus Disease 2019 (COVID-19). All four grants required a supplemental for they were not included in the 2021-2022 budget process.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- ☐ Approved for Hearing
- ☐ Denied

Review Notes:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/2021
Subject:	Request to go to Public Hearing
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:	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 was awarded over \$39,000,000 in the Coronavirus Response & Relief Supplemental Appropriation Act (CRRSAA) due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19).

The Award was received after the completion of the 2021-2022 budget process.

We are currently requesting a partial budget adjustment of \$20,000,000 at this time.

The Award must be used by December 31, 2024.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense, CARES / CRRSAA, Department 139 is budget neutral as eligible expenditures are reimbursed. The current budget adjustment request is \$20,000,000.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on April 13, 2021 to potentially approve the request for a budget adjustment for Current Expense, CARES / CRRSAA, Department 139.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on April 13, 2021 for the potential approval of the request for a budget adjustment for Current Expense, CARES / CRRSAA, Department 139, in the amount of \$20,000,000.

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	Current Expense	Fund Number:	0000101
Dept Name:	CARES / CRRSAA	Dept Number:	139

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
513.100.4103	Professional Services	20,000,000	20,000,000
Total Adjustment		\$20,000,000	

Revenue

BARS Number	Item Name	Amount
333.00.0000	Federal Grant CRRSAA	20,000,000
Total Revenue		\$20,000,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Benton County was awarded funds in the Coronavirus Response & Supplemental Appropriations Act (CRRSAA) due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). A Supplement is necessary as the award was not included in the 2021-2022 budget process.

Commissioners

☐ Approved for Hearing

☐ Denied

CHAIRMAN

Review Notes:

COMMISSIONER

COMMISSIONER

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/2021
Subject:	Request to go to Public Hearing
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:	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 Assessor's Office and the Treasurer's Office are requesting a budget adjustment for the REET Technology Fund, fund number 0129101 in the amount of \$300,000.

The request was overlooked in the 2021-2022 budget process.

1. The Spatialest, \$60,000 request, is an enhancement for the software that the Assessor's office is using to provide taxpayers with information about parcels.
2. The Harris Govern Online, a \$60,000 request, is an enhancement of the software that both the Assessor and the Treasurer offices are using in conjunction with the assessment and tax information and collection.
3. QLUE, \$100,000 request, is Co-development and software maintenance for the Assessor's office to enhance internal processes to create more efficiency
4. ESRI, \$5,000 request is Capital software. The Assessor's office will be moving from Auto CAD to Esri (arc-gis) to streamline the process of segregations, boundary line adjustments and other cadastral functions.

A Budget Supplement is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the REET Technology Fund, fund number 0129101 - \$300,000.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on April 13, 2021 to potentially approve the request for a budget adjustment for the REET Technology Fund, fund number 0129101.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on April 13, 2021 for the potential approval of the request for a budget adjustment for the REET Technology Fund, fund number 0129101, in the amount of \$300,000.

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **REET Technology**Fund Number: **0129101**

Dept Name:

Dept Number:

Request Summary**Expenditure**

BARS Number	Item Name	Additional Amount	Revised Budget
594.140.6430	Capital Software	300,000	300,000
Total Adjustment		\$300,000	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	300,000
Total Revenue		\$300,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

1. The Spatialest, \$60,000 request, is an enhancement for the software that the Assessor's office is using to provide taxpayers with information about parcels.
2. The Harris Govern Online, a \$60,000 request, is an enhancement of the software that both the Assessor and the Treasurer offices are using in conjunction with the assessment and tax information and collection.
3. QLUE, \$100,000 request, is Co-development and software maintenance for the Assessor's office to enhance internal processes to create more efficiency
4. ESRI, \$5,000 request is Capital software. The Assessor's office will be moving from Auto CAD to Esri (arc-gis) to streamline the process of segregations, boundary line adjustments and other cadastral functions.

Commissioners☐ Approved for Hearing☐ Denied_____
CHAIRMAN

Review Notes: _____

COMMISSIONER_____
COMMISSIONER

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/2021
Subject:	Request to go to Public Hearing
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:	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 evaluated and increased building permit fees on March 16, 2021. The increase in building permit fees will bring in an additional \$135,000 in revenue to fund number 0149101. In accordance with Protective Inspection Services Fund Balance Policy adopted on March 16, 2021, the department requests to move \$78,418 from the Beginning Fund Balance to cover the cost of hiring a new Building Inspector I, approved by the Board of Commissioners on March 16, 2021, purchasing an additional vehicle, and other costs associated with the new employee, as well as training opportunities for the inspectors.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to the Protective Inspection Fund, fund number 0149101. The supplement request is partially funded by an increase in fees and partially funded by beginning fund balance for a combined total of \$213,418.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners approve going to Public Hearing on April 13th, 2021 to potentially approve the request for a budget adjustment for the Protective Inspection Fund, fund number 0149101.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on April 13, 2021 for the potential approval of the request for a budget adjustment for the Protective Inspection Fund, fund number 0149101, in the amount of \$213,418.

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name: **Protective Inspection Services**Fund Number: **0149101**

Dept Name:

Dept Number: **000****Request Summary****Expenditure**

BARS Number	Item Name	Additional Amount	Revised Budget
524.200.1200	Building Inspector I	76,080	88,080
524.200.2102	Social Security (FICA)	5,820	82,727
524.200.2103	Medical Insurance	27,262	262,008
524.200.2104	Retirement	9,784	138,822
524.200.2119	Paid Family Leaves Act	112	1,600
524.200.3101	Supplies	1,500	9,000
524.200.3201	Fuel	6,000	33,000
524.200.3501	Minor Equipment and Small Tools	400	1,400
524.200.3508	Computer Replacement	8,000	8,000
524.200.4103	Professional Services	35,000	119,817
524.200.4202	Telephone	1,200	5,200
524.200.4301	Travel	1,500	8,000
524.200.4905	Training	2,000	8,300
594.240.9503	E R & R Rental Assessment	7,760	52,192
524.200.9802	E R & R Vehicle Maintenance	1,000	11,000
594.240.6401	Capital Outlay	30,000	30,000
Total Adjustment		\$213,418	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	78,418
322.10.0001	Building Permits	135,000
Total Revenue		\$213,418

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Benton County evaluated and increased building permit fees on March 16, 2021. The increase in building permit fees will bring in an additional \$135,000 in revenue to fund number 0149101. In accordance with Protective Inspection Services Fund Balance Policy adopted on March 16, 2021, the department requests to move \$78,418 from the Beginning Fund Balance to cover the cost of hiring a new Building Inspector I, which was approved by the Board on March 16, 2021, purchasing an additional vehicle, and other costs associated with the new employee, as well as training opportunities for the inspectors.

Commissioners☐ Approved for Hearing☐ Denied_____
CHAIRMAN

Review Notes: _____

COMMISSIONER_____
COMMISSIONER

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/2021
Subject:	Request to go to Public Hearing
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson
PA Review, Approval to Form:	☐ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☒ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Benton County was awarded \$49,203 from the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) for Security / Bailiff Services.

The Award was received after the completion of the 2021-2022 budget process.

A Budget Supplement of the current year's expenditures budget is requested and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense, District Court, Department 111 is budget neutral as eligible expenditures are reimbursed. The budget adjustment request is \$49,203.

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on April 13, 2021 to potentially approve the request for a budget adjustment for Current Expense, District Court, Department 111.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on April 13, 2021 for the potential approval of the request for a budget adjustment for Current Expense, District Court, Department 111, in the amount of \$49,203.

Commissioners' Date Stamp:

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	Current Expense	Fund Number:	0000101
Dept Name:	District Court	Dept Number:	111

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
512.400.4103	Professional Services	49,203	268,603
Total Adjustment		\$49,203	

Revenue		
BARS Number	Item Name	Amount
333.21.0193	AOC Cares Funding	49,203
Total Revenue		\$49,203

Basis for Budget Adjustment (Attach Documentation as Appropriate):

District Court applied and was awarded \$49,203 from the Washington Administrative Office of the Courts Coronavirus Aid, Relief, and Economic Security Act (CARES) for use on Security / Bailiff Services.

Commissioners

- ☐ Approved for Hearing
☐ Denied

CHAIRMAN

Review Notes: _____

COMMISSIONER

COMMISSIONER

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/23/2021		
Subject:	Request to go to Public Hearing		
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:	Type of Action Needed: (Multiple boxes can be checked, if necessary)		
☐ Consent Agenda ☐ Public Hearing ☒ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document		☒ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Per Budget Policy (Resolution 2019-753), in order to meet operational needs, the Board of Benton County Commissioners shall maintain a minimum unassigned fund balance range of 10% - 13% of the year's (in the case of Biennium, only one year) General Fund appropriated expenditures.

Any cash carry forward that would bring the General Fund in excess of the 13%, may be transferred into the following funds:

- Park Development Fund
- Capital Projects Fund
- Fairgrounds Operating Fund
- Sustainable Development Fund

A Budget Supplement of the current year's expenditures budget is necessary to complete the cash carry forward and must be approved in a Public Hearing.

Fiscal Impact

Fiscal Impact to Current Expense - \$6,215,000.

- Park Development Fund - \$0
- Capital Projects Fund - \$6,215,000
- Sustainable Development Fund - \$0
- Fairgrounds Operating Fund - \$0

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on April 13, 2021 to potentially approve the request for a budget adjustment for the cash carry forward.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on April 13, 2021 for the potential approval of the request for a budget adjustment for the cash carry forward, in the amount of \$6,215,000.

TRANSMITTAL

REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	Current Expense	Fund Number:	0000-101
Dept Name:	Non-Departmental	Dept Number:	115

Request Summary

Expenditure		Additional	Revised
BARS Number	Item Name	Amount	Budget
597.100.0017	Capital Projects Fund	6,215,000	6,215,000
Total Adjustment		\$6,215,000	

Revenue		
BARS Number	Item Name	Amount
291.74.0001	Fund Balance	6,215,000
Total Revenue		\$6,215,000

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Per the Budget Policies and Procedures (Res 2019-753), any cash carry forward that would bring the Current Expense Fund 0000-101 in excess of 13% of the 2021-2022 year's operating budget (in the case of a biennium budget only one year) may be transferred. The transfer into the Capital Projects Fund is to fund ongoing and upcoming projects that are happening around the County.

Commissioners

- ☐ Approved for Hearing
☐ Denied

CHAIRMAN

COMMISSIONER

COMMISSIONER

Review Notes: _____