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 30, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **March 16, 2021 Special Meeting**
- **March 23, 2021**

Review Agenda
Consent Agenda

Auditor
a. Surplus & Disposition of Personal Property
Commissioners
b. Board Assignments; Rescinding Resolution 2021-045
IT
c. Renewal of KnowBe4 Security Awareness Training Subscription
Public Works
d. Revised Local Agency Federal Aid Project Prospectus for Dallas Road Bike Path Project

Purchasing Dept.

e. Award & Contracts for Supplying Road Surfacing Materials for Public Works
f. Accepting Work Performed by Banlin Construction for Justice Center Plumbing & Water Intrusion Project
g. Contract w/Sierra Electric for On-Call Electrical Maintenance Services
h. Rejection of Bids for Prosser Courthouse Hearing Room Bathroom Project
i. Amending Resolution 2021-155 Authorizing Purchase of Vehicles for Various Departments
j. Amending Resolution 2021-228 Authorizing Purchase of Vehicles for Corrections Dept.
k. Contract w/Yoder dba Coffey Refrigeration for Quarterly Inspections & Repair & Maintenance Services for Kitchen Equipment @ the Jail
l. Agreement w/Naphcare, Inc. for Health Care Services to Inmates & Detainees @ the Jail
m. Contract w/Apollo Mechanical Contractors for Boiler Replacement Project @ the Jail
n. First Amended Contract w/Bergstrom Aircraft for Maintenance, Repairs, Fueling, Pilot Supplies & Hangar Rental for Sheriff's Office

Superior Court

o. Contract w/Regional Toxicology Services for Urinalysis Testing

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

Public Hearing

Ordinance Amendment to BCC 11.15 & BCC 11.17 – OA 2021-001 ~ G Wendt & M Cooke
(this public hearing to be continued until 04/06/21)

Open Space ~ OS 2021-001 ~ G Wendt & Peter McEnderfer

Scheduled Business

Benton Conservation District Briefing ~ A Fyall & Mark Nielson

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

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Town Hall Meeting
Tuesday, March 16, 2021, 6:00 p.m.
Meeting provided by Video Live-Broadcast, Telephonically and In Person

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

Benton County Employees Present During All or a Portion of the Meeting: Robert Heard, IT Manager; Deputy County Administrator Matt Rasmussen; Greg Wendt, Director of Community Development and Michelle Cooke, Assistant Planning Manager.

Town Hall Meeting & Workshop on Scout Clean Energy's Horse Heaven Wind Farm Application to the Washington State Energy Facility Site Evaluation Council to Construct and Operate a Renewable Energy Generation Facility Located in Unincorporated Benton County

Chairman Delvin stated the Board did not have any expertise to answer questions, but this meeting was to receive public comments before the EFSEC hearing. He reminded the public they would be allowed two minutes each to speak.

Introduction and Overview of Scout Clean Energy's Application

Greg Wendt reiterated the purpose of the meeting was to take public comment on Scout Clean Energy's application for the Horse Heaven Wind Farm. He said there were two possible paths in pursing an application, either apply with Benton County or the Energy Facility Site Evaluation Council (EFSEC). On February 8, 2021 Scout Clean Energy chose to pursue an application with EFSEC and the decision making was then put in the hands of the State of Washington. The EFSEC will make a recommendation to the State and the Governor will ultimately make the decision.

Michelle Cooke gave an overview of the project:

Proposed wind and solar energy generation facility located in unincorporated Benton County, which would begin near the Columbia River south of Finley and would stretch approximately 27 miles across the Horse Heaven Hills, ending halfway between Benton City and Prosser. The entire project area would encompass over 72,000 acres, boundary to boundary with 6,900 acres for the project footprint. The applicants were proposing an 1150 megawatt facility with up to 244

turbines, 6,570 acres of solar arrays, and two battery storage facilities to store and later deploy the energy created by the project. They were seeking approval for two solar sites and identified three possible locations. Additionally, they were proposing two possible wind turbine options (option 1 - 244 wind turbines with a maximum height of 499 feet; or option 2 - 50 wind turbines with a maximum height of 671 feet).

Mr. Wendt said they would utilize these comments to generate an official statement to submit to EFSEC at their hearing on March 30, 2021. He said it was a two-part hearing that included an open public comment section, and they would prepare documentation for both meetings. He said they were encouraging the public to comment at the March 30 meeting with EFSEC during the public comment section.

Additionally, the County had received over 200 written comments and phone calls to date in the last several weeks and 90% were opposed to the proposal in its current state.

Due to COVID, a sign-in sheet for speakers was not provided. Additionally, names were difficult to hear due to mask requirements and audio difficulties. Therefore, full names and correct spellings may not be provided.

Public Comments

Sherry Weld, Richland, opposed.

Dave Kobus, Richland, Project Manager for the Scout Energy project, spoke in favor.

Jim Adkins, Prosser, opposed.

Richard _____, Kennewick, opposed.

_____, Richland, said he was in favor but would be watching closely.

Kristen Shafen, West Richland, opposed.

Bill Jenkin, Prosser, expressed his concerns (but did not state support or opposition). However, said the community, by and large was opposed.

Brian Crumland, Kennewick, opposed.

Jean Cummins, Kennewick, opposed.

Doug Fearing, Kennewick, opposed.

Matt Malin, Kennewick, opposed.

Clark Stoley, Kennewick, opposed.

Barry Bush, Kennewick, opposed.

Charlotte Marshall, Kennewick, opposed.

Dana Morgan, Pasco (grew up in Benton City), Local 348, in favor.

Jason Shammer, West Richland, laborer, in favor.

Mike Bosse, Benton City, Representative for Local 302, in support.

Rilen Grimes, West Richland, IBW Local 112, local electricians, in favor.

_____ Siguera, Pasco, Business Manager for Local 348, in favor.

Stu Freeponts, Pasco, opposed.

Janelle Alexander, Roosevelt, in favor.

Ben Griggs, Richland, opposed.

Chris Wright, West Richland, opposed.

Chris Cooperstein, Badger Canyon, expressed concern about his property value and light sensitivity issues (but did not state support or opposition).

Jason Walker, new to Benton County, south of Kennewick, opposed.

Justin Rogers, Kennewick, Ironworkers Local 14, in favor.

Logan Pomeranky, Benton County, in favor.

Greg Gales, Waitsburg, President of Ironworkers Local 14, in favor.

Harvey Farholt, Kennewick, opposed.

Vicky Farholt, Kennewick, opposed.

Mark C., West Richland but building a home in Badger Canyon, opposed.

Mitch Stole, Pasco, opposed.

Juan Swanson, opposed.

Jennifer Calgill, Kennewick, opposed.

Patsy Malare, Kennewick, opposed.

Steve Simmons, Pasco, opposed, member of Local IBW 112, and said that not all electricians were in favor.

Ms. Hendrickson, Kennewick, opposed.

Dana Morgan, Benton City, opposed.

Nicolas Van Slack, Pasco, Maintenance Technician for wind turbines, in favor.

Bjorn Hedges, Richland (via/WebEx), Engineer for wind sites, said he was not pro or against, just wanted to answer questions for the Board.

Gina (via/WebEx), 6 years old, in favor.

Richard Sargent, Richland, (via/WebEx), public utility power resource manager, opposed.

John Burke, (via/WebEx), opposed.

_____ Chow, Kennewick, (via/WebEx), opposed.

Roger Terry, Kennewick, (via/WebEx), sent a written email, opposed.

Joel Merns, South Kennewick, (via/WebEx), opposed.

Derek Kolar, Kennewick, (via/WebEx), opposed.

Brian Mitchell, Kennewick, (via/WebEx), sent a letter, opposed.

Mike Ogden, Badger Canyon, (via/WebEx), opposed.

Robert B., Richland, (via/WebEx), opposed.

The Board emphasized the importance of the public participating at the March 30, 2021 EFSEC hearing.

There being no further business before the Board, the meeting adjourned at approximately 7:54 p.m.

_____ _____

Clerk of the Board Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, March 23, 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; Finance Manager Linda Ivey; Adam Fyall, Sustainable Development Manager; Greg Wendt, Director of Community Development and Michelle Cooke, Assistant Planning Manager; Brian Malley, Associate Planner.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of March 16, 2021 were approved.

Consent Agenda

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

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

Dave Kobus, Scout Clean Energy, said he delivered a document to the Board that was responsive to many of the issues that were presented at the town hall meeting, including: participating land owner rights, zoning, site control, property values, need, economic benefits, decommissioning requirements, birds and wildlife, and the overall economic report created for EFSEC. He said the application through EFSEC was a legitimate process and Scout Energy stood ready to be responsive and transparent.

Public Hearing - Short Plat Vacation - SPV 2021-001

Michelle Cooke and Brian Malley presented the application for SPV 2021-001. The applicants were requesting to vacate multiple irrigation easements and relocation of the easements, so they could subdivide the property into residential lots. 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. The Planning Division recommended approval of the proposed vacation as presented.

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

MOTION: Commissioner Small moved to approve SPV 2021-001 submitted by James and Carlene Parrish, 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. Commissioner McKay seconded and upon vote, the motion carried.

Scheduled Business

Hanford Briefing

Adam Fyall introduced Robert Suyama, Hanford Advisory Board representative, Pam Larsen (former Hanford Communities representative), soon to be the alternate representative to the Hanford Advisory Board, and David Reeploeg, Executive Director of Hanford Communities.

Hanford Advisory Board

- Expanded Membership representing local interests

- Advice Issued by HAB
    - Five-Year Plan for Tank Waste Cleanup; Central Plateau Cleanup; and River Corridor Cleanup

Hanford Communities

- Summary – background; objectives
- Governing board and elected officials; administrative board
- 2020 Changes
    - Transition to TRIDEC from City of Richland
    - Signed Ecology grant with updated scope of work (it was delayed until Sept.)
    - New website; communications – social media campaign
- 2021 Outlook
    - New administration – DOE changes and reorganization
    - New Congress
    - Hanford Site Contract Changes
- Priorities

Hanford Advisory Board – Cont.

- Pam Larsen thanked the Board for the nomination to the Hanford Advisory Board
- New Administration/New Appointments
- Waste Isolation Pilot Plant
- Idaho/Savannah River Sites
- DOE Environmental Management Program
- Definition of High-Level Waste

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

Jerrod MacPherson said they received numerous comments, both verbally and in writing. He said they were looking for direction from the Board about providing written testimony at the March 30, 2021 EFSEC meeting.

Chairman Delvin said he was opposed due to the visual aspect, but mainly because Benton County did not need the energy. If Western Washington needed energy, they could put in wind farms and Benton County did not need to be the dumping ground. Additionally, this project clearly went against the majority of the community.

Commissioner Small said he was opposed to the project. He asked Mr. Wendt if the Planning Department had ever stated this project would be a burden.

Mr. Wendt said he had numerous conversations with representative from Scout Energy, and there potentially would have been requirements by Benton County that they did not want to do. Additionally, as time went on, the project increased from 88 to 244 wind towers, with a solar component (the largest in the U.S. and a battery). He said Scout Energy asked if it would be a burden or if it would impact the department, and the answer was yes, it would obviously impact his department. But they did not ever say they would not process an application.

Additionally, they continued to grow the project to this size, potentially to get their project to EFSEC. Also, the timelines for the Benton County Process and the requirements for an EIS did not appeal to them, which he believed ultimately led to their decision.

Commissioner McKay said he was completely against the project. He said he would like a letter signed by all three Commissioners to EFSEC stating Benton County's opposition. He commented that during his campaign he met with Scout Energy and again after his campaign and that Scout Energy conducted a survey of 500 people in the Tri-Cities and that the majority was in favor of the project. However, he said the people responding to the Commissioners (about the same amount of people) was 90% opposed.

Commissioner McKay agreed to work with the Planning Department on the proposed response and to testify at the EFSEC hearings. The Board agreed it wanted to submit everything, including audio from the town hall meeting.

Supplement Requests for Public Hearing

Linda Ivey, Finance Manager, presented the following supplement requests for budget adjustments, with a proposed public hearing date of April 13, 2021.

- 0108101.551 - Human Services – four new grants due to COVID-19 - $20,946,582
- 0000101.139 – Current Expense - CARES/CRRSAA - awarded $39,000,000 – requesting $20,000,000 – budget neutral as eligible expenses are reimbursed
- 0129101.000 - REET Technology - $300,000 – software, development, and maintenance for the Assessor/Treasurer – previously a supplement in 2020 but was not expended
- 0149101.000 - Protective Inspection - $213,418 – permit fee changes and staff addition, new vehicle
- 0000101.111 – Current Expense - District Court - $49,203 – awarded for CARES for security and bailiff services
- 0000101.115 – Current Expense - Non-Departmental - $6,215,000 per budget policy – cash carry forward - $3.2 million of that amount was approved in 2020, but unappropriated for cash flow concerns due to COVID

MOTION: Commissioner Small moved to approve the requests for budget adjustment to go to public hearing as presented on April 13, 2021. Commissioner McKay seconded and upon vote, the motion carried.

Other Business

Meetings in Person

Commissioner Small asked for an update on when the Board would begin to meet in person. Mr. MacPherson said they planned for mid-to late April to meet in person, after the Prosser Courthouse Board Room was complete.

Phase 3 Discussion

Mr. MacPherson said they were still waiting for clear guidance from the Governor on opening government functions. Additionally, he did not yet have any guidance about the proposed three-foot rule for distancing.

Payroll

Check Date: 03/15/2021

Payroll Draw Checks
Total all funds: $123,387.47
Warrant #: 243086
Direct Deposit #: 160827-160986

Payroll Deduction Transfers
Total all funds: $23,187.84
Taxes #: 101210315

Resolutions

2021-258:	Amended District Court Public Defense Agreement w/John Gleason
2021-259:	Providing Michelle Alexander Additional Compensation - Handling a Juvenile Attempted Murder Case
2021-260:	Reappointment of Matt Eddie to the Horticultural Pest & Disease Board
2021-261:	Reappointment of David Murray to the Horticultural Pest & Disease Board
2021-262:	Reappointment of Kevin Christensen to the Horticultural Pest & Disease Board
2021-263:	Renaming a Portion of Calico Court
2021-264:	Certification of Road Fund Expenditures for Traffic Law Enforcement, Fish Passage Barrier Removal & Certification for Submittal to C.R.A.B.
2021-265:	Contract w/Dynamic Laundry Systems - Washer Replacement Project @ the Jail
2021-266:	Moorage Agreement w/Port of Kennewick for Boat Slip @ Clover Island Marina
2021-267:	MOU w/US Marshal for Joint Law Enforcement Operations Task Force

There being no further business before the Board, the meeting adjourned at approximately 10:17 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Declaration of Surplus Property
Presenter:	Personal Property Manager/Benton County Auditor
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe

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

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

Amount: **None**

Fund: **N/A**

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

Suggested Motion

Approve as part of the consent agenda.

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, or recycled.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe

SURPLUS

AUDITOR

- (1) Desk

COMMISSIONERS

- (1) Small Round Table

IT

- (16) Assorted Latitude Laptops (Tag # LN-19767, 21061, 19918, PA-21001, JJ-20216, PA-20941, PA-20714, PA-19770, PA-19766, ID-19359, SP-18943, JJ-19131, 19018, 20703, 19769, 20705)
- (1) Precision Laptop (Tag #20502)
- (1) XPS Ultrabook Laptop w/2 docking stations (Tag #20226)
- (1) Surface Book Laptop (Tag #21044)
- (13) Assorted iPad Tablets (Tag #20137, SC-21719, SC-21704, SC-21702, FA-19129, 21442, 20125, 21634, 18352, 20123, 18528, 21637, 18527)
- (11) Assorted Optiplex PCs (Tag #19308, 19075, 20024, 20021, 20136, 19850, 17727, 16261, 16818, 20147, 20075)
- (12) E-Port Plus Docking Stations (Tag#20728, 20503, 20727, 20729, 20498, 20704, 21002, 20878, 20942, 20730, 20722, 20708)
- (1) IS200 Scanner LC w/stand & media catch (Tag #00858)
- (4) Assorted FI Scanners (Tag# 19384, 19387, 17926, 20207)
- (10) Assorted PowerEdge Servers (Tag #17842, 17980, 18030, 18814, 18815, 18944, 17841, 18163, 17911, 20990)
- (1) HD Multi-Point Control Voice Unit (Tag #19936)

D. Beck
L. Roe

- (1) Teleconference Voice Device (Tag #12445)
- (1) HP DesignJet T520 Plotter (Tag #21965)
- (15) Verizon Cell Phones (No Tag #s)
- (1) Nokia Cell Phone (No Tag #)
- (6) Flip phones including cases (No Tag #s)
- (38) Assorted models iPhone S (No Tag #s)
- (600) Assorted Cisco Phones (No Tag #s)

ER&R

- 2013 Chevrolet Tahoe
  Plate A2534C
  VEH# S13-02
  VIN# 1GNSK2E07DR276532

- 2016 Ford Interceptor Utility
  Plate B0834C
  VEH# S15-19
  VIN# 1FM5K8AR2GGB36736

DESTROY

COMMISSIONERS

- (1) Large office desk w/side drawers
- (1) Large credenza w/side drawers
- (1) Small credenza

FACILITIES

- (3) 3’x3’x8’ Serving Tables –poor condition

D. Beck
L. Roe

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	03/30/2021
Subject:	Commissioners - Appointing Purchasing Agent for Purchasing Department
Presenter:	
Prepared By:	Cami McKenzie
Reviewed By:	Administration/R. Blain

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

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

Summary / Background Information

Benton County has created a "Purchasing Department" and per RCW 36.32.260 the Board shall appoint a county Purchasing Agent, who shall be the head of such Purchasing Department.

Benton County employee Robert Blain has agreed to such appointment.

Fiscal Impact

None.

Recommendation

Administration recommends appointing the Purchasing Agent as part of the Resolution listing Board Assignments.

Rescind Resolution 2021-045 for Board Assignments for 2021 and approve the attached Resolution to include appointing Robert Blain as the Benton County Purchasing Agent.

Suggested Motion

Approve as part of Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE ORGANIZATION OF BENTON COUNTY COMMISSIONERS FOR THE YEAR 2021; RESCINDING RESOLUTION 2021-045

WHEREAS, Benton County has created a "Purchasing Department" and per RCW 36.32.260 the Board shall appoint a county Purchasing Agent, who shall be the head of such Purchasing Department; and

WHEREAS, Benton County employee Robert Blain has agreed to such appointment;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the following constitutes the organization of the Benton County Commissioners and staff for the Year 2021 effective upon execution of this resolution.

CHAIRMAN OF THE BOARD ..... Jerome Delvin

CHAIRMAN PRO TEM ..... Shon Small

COUNTY ADMINISTRATOR ..... Jerrod MacPherson

CLERK OF THE BOARD ..... Cami McKenzie
..... Marilu Flores, Alt.

BENTON COUNTY ENGINEER ..... Douglas D'Hondt, PE

BENTON COUNTY PEST BOARD SUPERINTENDENT ..... Frank Wolf

BENTON COUNTY PURCHASING AGENT ..... Robert Blain

BENTON COUNTY WSU EXTENSION DIRECTOR ..... Gwen-Alyn Hoheisel

ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE ..... Brenda Chilton
..... Shyanne Palmus

BI-PIN ..... Jerrod MacPherson
Matt Rasmussen, Alt.

BENTON-FRANKLIN REGIONAL REVOLVING LOAN FUND BOARD ..... Will McKay
..... Jerome Delvin, Alt.

BEN FRANKLIN TRANSIT BOARD ..... Shon Small
..... Will McKay, Alt.

BENTON CITY LIBRARY CAPITAL FACILITIES AREA BOARD ..... Jerome Delvin
..... Shon Small
..... Will McKay

BENTON CLEAN AIR AUTHORITY ..... Will McKay
.....Jerome Delvin, Alt.

BENTON COUNTY EMERGENCY SERVICES BOARD.....Jerome Delvin
.....Matt Rasmussen, Alt.

BENTON COUNTY FINANCE COMMITTEE (rotate w/chair) .....Jerome Delvin

BENTON COUNTY HISTORICAL PRESERVATION COMMITTEE.....Shyanne Palmus

BENTON COUNTY LEOFF DISABILITY BOARD.....Shon Small

BENTON-FRANKLIN COUNCIL OF GOVERNMENTS ..... Will McKay
.....Shon Small, Alt.

BENTON-FRANKLIN LAW LIBRARY BOARD.....Jerome Delvin

BI-COUNTY HEALTH BOARD .....Shon Small
Jerome Delvin
Will McKay

COLUMBIA REGIONAL ECONOMIC DEVELOPMENT TRUST (CREDIT) ..... Will McKay

ENERGY COMMUNITIES ALLIANCE.....Jerome Delvin
..... Adam Fyall, Alt.

GREATER COLUMBIA BEHAVIORAL HEALTH (ASO).....Shon Small
Kyle Sullivan, Alt.

HANFORD ADVISORY BOARD .....Bob Suyama
..... Pam Larsen, Alt.

HANFORD AREA ECONOMIC INVESTMENT FUND COMMITTEE…. ..... Will McKay

HANFORD COMMUNITIES..... Governing Board – Jerome Delvin
.....Administrative Board – Adam Fyall

HOMELESS HOUSING..... Kyle Sullivan

HUMAN SERVICES ADMINISTRATOR..... Kyle Sullivan

METRO..... Will McKay
.....Matt Rasmussen, Alt.

NATIONAL ASSOCIATION OF COUNTIES (NACo).....Jerome Delvin

PARK BOARD ..... Adam Fyall

PROSSER ECONOMIC DEVELOPMENT ASSOCIATION (ex-officio).....Shon Small

cc: website

SOLID WASTE ADVISORY COMMITTEE ..... Will McKay
Blanca Parham, Alt.

TRI-CITIES RIVERSHORE ENHANCEMENT COMMITTEE (TREC)
..... Strategic Committee – Adam Fyall
..... Technical Committee – Shyanne Palmus

TRI-CITY REGIONAL CHAMBER OF COMMERCE (ex-officio) ..... Will McKay

TRI-CITY VISITOR & CONVENTION BUREAU..... Will McKay

TRI-COUNTY METROPOLITAN TRANSPORTATION.....Jerome Delvin
Will McKay, Alt.

TRIDEC..... Will McKay
Jerome Delvin, Alt.

WASHINGTON COUNTIES INSURANCE FUND.....Jerome Delvin
Lexi Wingfield, Alt.

WASHINGTON STATE ASSOCIATION OF COUNTIES (WSAC)
Legislative Steering Committee (LSC) TRANSPORTATION ASSOCIATION.....Jerome Delvin
Board of Directors ..... Will McKay
.....Jerome Delvin, Alt.
Columbia River Caucus.....Jerome Delvin

WEST RICHLAND AREA CHAMBER OF COMMERCE.....Jerome Delvin

WORKFORCE DEVELOPMENT COUNCIL..... Will McKay
Shon Small, Alt.

YAKIMA FISH & WILDLIFE RECOVERY BOARD ..... Will McKay
Adam Fyall, Alt.

YAKIMA BASIN INTEGRATED PLAN..... Will McKay
Adam Fyall, Alt.

Dated this _____ day of _____, 2021.

_____
Chairman

ATTEST:

_____
Chairman Pro-Tem

_____
Clerk of the Board

_____
Member
Constituting the Board of
Benton County Commissioners

cc: website

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Approving the Renewal of KnowBe4 Security Awareness Training for 1 Year
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard

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

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

Summary / Background Information

On April 23, 2019, per Resolution 2019-320 Benton County purchased a subscription to KnowBe4 to continue to improve security awareness training. KnowBe4 has provided the county with tools to help train all employees on email phishing attacks, including opening suspicious emails. KnowBe4, a cloud-based Security Awareness Training, offers a variety of training material that has been beneficial in creating training campaigns that provide feedback to all participants. It also provides metrics on areas one can improve and focus on to combat network phishing attacks. With recent cyber compromises happening all over the State, security awareness training is an invaluable service and will help protect and reduce County risk.

KnowBe4 will be purchased from the company in an amount not to exceed $16,672.50 excluding WSST.

Fiscal Impact

Amount: **$16,672.50 excluding WSST.**

Fund: **Information Technology's approved 2021-2022 Central Services Replacement Funds.**

Recommendation

Information Technology recommends that the Board approves the renewal of KnowBe4 Security Awareness Training subscription for an additional year.

Suggested Motion

Consent

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE RENEWAL OF KNOWBE4 SECURITY AWARENESS TRAINING SUBSCRIPTION FOR 1 YEAR

WHEREAS, On April 23, 2019, per Resolution 2019-320 Benton County purchased a subscription to KnowBe4 to continue to improve security awareness training; and

WHEREAS, Information Technology continues to emphasize network security; and

WHEREAS, KnowBe4 has provided the county with tools to help train all employees on email phishing attacks, including opening suspicious emails; and

WHEREAS, KnowBe4 offers a variety of training material that has been beneficial in creating training campaigns that provide feedback to all participants; and

WHEREAS, KnowBe4's current agreement ends March 31, 2021; and

WHEREAS, Information Technology has reviewed the proposal and quote received and recommends renewing KnowBe4 Security Awareness Training as best fit for Benton County; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and authorizes the Chairman of the Board to approve the renewal of KnowBe4 Security Awareness Training in the amount of $16,672.50 excluding Washington State Sales Tax using Information Technology budgeted funds.

Dated this 30 day of March , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

KnowBe4
Human error. Conquered.

Company Address	33 N Garden Avenue, Suite 1200 Clearwater, FL 33755 US

Created Date	2/2/2021
Expiration Date	3/31/2021
Quote Number	00506115
Payment Terms	Net 30

Prepared By	Kory Zwicker
Email	koryz@knowbe4.com
Phone	(727) 478-3180

Contact Name	Alex Garcia
Phone	(509) 222-3742
Email	alex.garcia@co.benton.wa.us

Bill To Name	Benton County Washington
Bill To	7122 W Okanogan Pl Kennewick, WA 99336-2359 USA

Ship To Name	Benton County Washington
Ship To	7122 W Okanogan Pl Bldg A Kennewick, WA 99336-2359 USA

Product	Product Description	Sales Price	Quantity	Total Price
1000KMSD0000D12-G	KnowBe4 Security Awareness Training Subscription Diamond 501-1000 Users 1 Year	USD 19.35	650.00	USD 12,577.50
1000KER00000D12-G	KnowBe4 PhishER Subscription 501-1000 Users 1 Year	USD 6.30	650.00	USD 4,095.00
1502DWN00000012-G	KnowBe4 Content Download 1 Year	USD 0.00	1.00	USD 0.00

Subtotal	USD 16,672.50
Total Price	USD 16,672.50
Tax	USD 1,433.84
Grand Total	USD 18,106.34

Quote Acceptance Information

Signature _____

Name _____

Title _____

Date _____

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. The subscription period will begin when we process your order, which is when we receive your signed quote. Unless included on the invoice, customer is responsible for any applicable sales and use tax. KnowBe4's standard Terms of Service (www.knowbe4.com/terms) and Product Privacy Policy (www.knowbe4.com/privacy-policy) apply, unless mutually agreed otherwise in writing.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Executing Revised Local Agency Federal Aid Project Prospectus for CE 2102
Presenter:	N/A
Prepared By:	Ryan McClure
Reviewed By:	Doug D'Hondt

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

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

Summary / Background Information

The Dallas Road Bike Path was identified by the Board as a desired project in the 2020-2025 Six Year Transportation Improvement Program. In 2020 Benton County was awarded a grant of $75,000 for preliminary engineering and $575,000 for construction through the federal Transportation Alternatives Program. In order to receive obligation of construction funds, a revised Local Agency Federal Aid Project Prospectus is required to be submitted to WSDOT.

Fiscal Impact

The preliminary engineering and construction dollars will be expended from the Road Fund and will be reimbursed at 100% from the Transportation Alternatives Program.

Recommendation

The County Engineer recommends that the Board formally approves the revised Local Agency Federal Aid Project Prospectus for obligation of construction funds.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN TO SIGN A REVISED LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS FOR THE DALLAS ROAD BIKE PATH PROJECT, CE-2102

WHEREAS, the Dallas Road Bike Path Project was identified by the Benton County Board of County Commissioners as a desired project in the 2020-2025 Six Year Transportation Improvement Program; and

WHEREAS, in 2020 Benton County was awarded a grant of $650,000 through the federal Transportation Alternatives Program for design and construction of the project; and

WHEREAS, federally funded projects are administered by the Washington State Department of Transportation (WSDOT) Local Agency Program; and

WHEREAS, in order to receive obligation of construction funds, a revised Local Agency Federal Aid Project Prospectus is required to be submitted to WSDOT; **NOW THEREFORE,**

BE IT RESOLVED, that the Benton County Board of County Commissioners hereby approves the revised Local Agency Federal Aid Project Prospectus for the Dallas Road Bike Path project CE-2102; and

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized to sign said Local Agency Federal Aid Project Prospectus.

Dated this 30th day of March, 2021.

_____
Chairman

_____
Chairman Pro-Tem

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

Attest:_____
Clerk of the Board

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	TAP	3509	008
Local Agency Project Number	CE 2102		(WSDOT Use Only)

Date	03/15/2021
DUNS Number	833248888
Federal Employer Tax ID Number	91-6001296

Agency	CA Agency	Federal Program Title
Benton County	☑ Yes ☐ No	☑ 20.205 ☐ Other

Project Title	Start Latitude N / End Latitude N	Start Longitude W / End Longitude W
Dallas Road Bike Path Project	46.2282 / 46.2569	-119.3460 / -119.3424

Project Termini From-To	Nearest City Name	Project Zip Code (+4)
Richland City Limits Arena Road	Richland	99352-9695

Begin Mile Post	End Mile Post	Length of Project	Award Type
2.20	4.22	2.02	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
50950	0.00	4.22		03	Benton

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
South Central Region	8,16	WA 4	

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month	Year
P.E.	45,000	0	45000	May	2020
R/W	0	0	0	N/A	
Const.	605000	0	605000	June	2021
Total	650000	0	650000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
28	2

Dallas Road is a paved road with speed limits of 35mph and 50mph that does not currently provide a means of multi-modal transportation. The project will not affect the existing roadway.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will widen the shoulders to include bicycle lanes on both sides of the road. This work will include clearing the existing ground of vegetation, removing existing shoulders to the edge of traveled way, placing fill and crushed surfacing under the new shoulders and paving the new bike lanes.

Local Agency Contact Person	Title	Phone
Doug D'Hondt	County Engineer	509-786-5611

Mailing Address	City	State	Zip Code
PO Box 1001	Prosser	WA	99350

Project Prospectus	By (Approving Authority)	Title	Date
		County Engineer	03/17/21

Agency	Project Title	Date
Benton County	Dallas Road Bike Path Project	03/15/2021

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☐ New Construction	☑ Path / Trail	☐ 3-R	28	2
☐ Reconstruction	☐ Pedestrian / Facilities	☐ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☑ Urban / ☐ Rural / ☐ NHS; ☐ Principal Arterial / ☑ Minor Arterial / ☐ Collector / ☐ Major Collector / ☐ Minor Collector / ☐ Local Access	☐ Urban / ☐ Rural / ☐ NHS; ☐ Principal Arterial / ☐ Minor Arterial / ☐ Collector / ☐ Major Collector / ☐ Minor Collector / ☐ Local Access
Terrain	☐ Flat ☑ Roll ☐ Mountain	☐ Flat ☐ Roll ☐ Mountain
Posted Speed	35 & 50	
Design Speed	50	
Existing ADT	5410	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By: Benton County	Others: %	Agency: 100 %
Construction Will Be Performed By: Contractor	Contract: 100 %	Agency: %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☑ Class II - Categorically Excluded (CE)
- ☐ Projects Requiring Documentation (Documented CE)

☐ Class III - Environmental Assessment (EA)
- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

Environmental Considerations

Agency	Project Title	Date
Benton County	Dallas Road Bike Path Project	03/15/2021

Right of Way

☑ No Right of Way Needed
* All construction required by the contract can be accomplished within the exiting right of way.

☐ Right of Way Needed
- ☐ No Relocation
- ☐ Relocation Required

Utilities

☑ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract

Railroad

☑ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☑ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency Benton County Board of Commissioners

By _____
Mayor/Chairperson

Date

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Awarding and executing supply contracts for supplying Road Surfacing Materials
Presenter:	
Prepared By:	S. Christen
Reviewed By:	D. D'Hondt

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

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

Summary / Background Information

Throughout the year the Public Works Department needs surfacing materials for road maintenance projects. A Request for Bids was issued for supplying materials from April 1, 2021 to March 31, 2022 and 8 vendors responded. Per RCW 36.32.256:

Competitive bids—Multiple awards for road maintenance materials.

A county when calling for competitive bids for the procurement of road maintenance materials may award to multiple bidders for the same commodity when the bid specifications provide for the factors of haul distance to be included in the determination of which vendor is truly the lowest price to the county. The county may re-advertise for additional bidders and vendors if it deems it necessary in the public interest.

Therefore, contracts have been prepared with all 8 vendors. The Prosecuting Attorney's office has approved as to form and the 8 vendors have signed their respective contracts.

Fiscal Impact

Amount: Not to exceed $200,000.00 for all 8 contracts combined

Fund: Road Fund

Recommendation

It is recommended the Board award and authorize the Chairman to execute contracts with American Rock Products, Inc., Central Manufacturing, Inc., Central Washington Asphalt, Inc., Conrad Russell Excavation LLC, Granite Construction Company, Inland Asphalt Company, O. L. Luther Co., Inc., and Tri City Rock Products for the business of supplying Benton County with surfacing materials from April 1, 2021 to March 31, 2022.

Suggested Motion

Pass as a part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING AND AUTHORIZING THE CHAIRMAN TO SIGN CONTRACTS TO SUPPLY SURFACING MATERIALS FOR PUBLIC WORKS DEPARTMENT PROJECTS WITH AMERICAN ROCK PRODUCTS, INC., CENTRAL MANUFACTURING, INC., CENTRAL WASHINGTON ASPHALT, INC., CONRAD RUSSELL EXCAVATION LLC, GRANITE CONSTRUCTION COMPANY, INLAND ASPHALT COMPANY, O. L. LUTHER CO., INC., AND TRI CITY ROCK PRODUCTS

WHEREAS, throughout the year the County needs surfacing materials for road maintenance projects; and

WHEREAS, the Public Works Department issued a "Request for Bids" for materials through March 31, 2022; and

WHEREAS, American Rock Products, Inc., Central Manufacturing, Inc., Central Washington Asphalt, Inc., Conrad Russell Excavation LLC, Granite Construction Company, Inland Asphalt Company, O. L. Luther Co., Inc., and Tri City Rock Products responded; and

WHEREAS, the Public Works Department has prepared a contract with each company and our departmental assigned Deputy Prosecuting Attorney has approved as to form said contracts; and

WHEREAS, the Supply Contracts have been executed by each vendor; **NOW THEREFORE,**

BE IT RESOLVED, that the business of supplying Benton County with Surfacing Materials be awarded to American Rock Products, Inc., Pasco, Washington; Central Manufacturing, Inc., Benton City, Washington; Central Washington Asphalt, Inc., Benton City, Washington; Conrad Russell Excavation LLC, Prosser, Washington; Granite Construction Company, Pasco, Washington; Inland Asphalt Company, Richland, Washington; O. L. Luther Co., Inc., Granger, Washington; and Tri City Rock Products, Kennewick, Washington; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Benton County Commissioners is hereby authorized to sign a separate Supply Contract for Surfacing Materials with American Rock Products, Inc., Central Manufacturing, Inc., Central Washington Asphalt, Inc., Conrad Russell Excavation LLC, Granite Construction Company, Inland Asphalt Company, O. L. Luther Co., Inc., and Tri City Rock Products; and

BE IT FURTHER RESOLVED, per RCW 36.32.256, the Public Works Department will select the company to obtain surfacing material from based on total cost, which may include material bid price, cost to the County to transport the material to the jobsite, and availability of materials needed; and

BE IT FURTHER RESOLVED, the total expenditure for all contracts combined will not exceed $200,000.00 including Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Supply Contracts begin on April 1, 2021 and expire on March 31, 2022.

Dated this 30th day of March 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

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

Attest:_____
Clerk of the Board

Orig.: Purchasing

S. Christen

PRICE QUOTES FOR: ROAD SURFACING MATERIALS LOCATION: BENTON COUNTY LET BY: BENTON COUNTY ROAD DEPT DATE: February 18, 11:00 a.m.			AMERICAN ROCK PRODUCTS, INC. 11919 Harris Road Pasco, WA 99301	CENTRAL MANUFACTURING P. O. Box 5159 Benton City, WA 99320	CENTRAL WASHINGTON ASPHALT P. O. Box 5159 Benton City, WA 99320	CONRAD RUSSELL EXCAVATION LLC 100202 W. Hess Road Prosser, WA 99350	GRANITE CONSTRUCTION 80 Pond Road Yakima, WA 98901	INLAND ASPHALT COMPANY 955 Lacy Road Richland, WA 99352	O. L. LUTHER CO., INC. 710 Luther Road Granger, WA 98932	TRI CITY ROCK PRODUCTS P. O. Box 6265 37123 South Olympia St. Kennewick, WA 99337
ITEM NO	ITEM DESCRIPTION	UNIT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT	BID AMOUNT
1	HMA CLASS 3/8"	Ton	n/a	$56.00	n/a	n/a	$55.00	$57.00	$66.50	n/a
2	HMA CLASS 1/2"	Ton	n/a	$54.00	n/a	n/a	$53.00	$55.00	$66.50	n/a
3a	ASPHALT FOR TACK (CSS-1)	Ton	n/a	$900.00	n/a	n/a	n/a	n/a	n/a	n/a
3b	ASPHALT FOR TACK (CSS-1)	Gal	n/a	$5.00	n/a	n/a	n/a	$5.00	$7.00	n/a
4	COLD MIX	Ton	n/a	$110.00	n/a	n/a	$105.00	$115.00	n/a	n/a
5	CRUSHED SURFACING BASE COURSE	Ton	$11.20	n/a	$10.00	$11.00	n/a	n/a	$9.25	$9.00
6	CRUSHED SURFACING TOP COURSE	Ton	$11.95	n/a	$10.25	$12.00	n/a	$10.00	$9.50	$9.25
7	CRUSHER REJECTS (FINES)	Ton	$4.50	n/a	$4.50	$10.00	n/a	$4.00	$8.00	$5.50

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and American Rock Products, Inc., hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

AMERICAN ROCK PRODUCTS, INC.

by: Wade Blagg

Title: General Manager

Date: 3/18/21

COUNTY OF BENTON:

by: _____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date _____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: American Rock Products

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ N/A /Ton
2	HMA CLASS 1/2"	$ N/A /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Gal.
4	COLD MIX	$ N/A /Ton
5	CRUSHED SURFACING BASE COURSE	$ 11.20 /Ton
6	CRUSHED SURFACING TOP COURSE	$ 11.95 /Ton
7	CRUSHER REJECTS (FINES)	$ 4.50 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

FIRM NAME: American Rock Products

_____ SIGNATURE OF AUTHORIZED OFFICIAL

Jeremiah Matthews / Sales PRINT NAME AND TITLE

DATED this 16 day of February, 2021.

ADDRESS OF BIDDER: _____

TELEPHONE NO.: (509) 547-2380 EMAIL: Jeremiah.Matthews@americanRockProducts.com

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

11919 Harris RD, Pasco

9710 E Locust Grove, Kennewick

2580 Hagen RD, Richland

51102 E Kennedy RD, West Richland

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and Conrad Russell Excavation LLC, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

CONRAD RUSSELL EXCAVATION LLC

by: Conrad Russell

Title: Member

Date: 3/19/21

COUNTY OF BENTON:

by: _____

Chairman,
Board of Benton County Commissioners

ATTEST:

_____

Clerk of the Board

Date _____

APPROVED AS TO FORM:

_____

Reid Hay, Deputy Prosecuting Attorney

Date 3/19/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: Conrad Russell Excavation LLC

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ N/A /Ton
2	HMA CLASS 1/2"	$ N/A /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Gal.
4	COLD MIX	$ N/A /Ton
5	CRUSHED SURFACING BASE COURSE	$ 11.00 /Ton
6	CRUSHED SURFACING TOP COURSE	$ 12.00 /Ton
7	CRUSHER REJECTS (FINES)	$ 10.00 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. CONRARE945PP

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 000-344972-00-0

FIRM NAME: Conrad Russell Excavation LLC

Conrad Russell
SIGNATURE OF AUTHORIZED OFFICIAL

Conrad Russell Member
PRINT NAME AND TITLE

DATED this 8th day of February, 2021.

ADDRESS OF BIDDER: 100202 W Hess Rd. Prosser WA 99350

TELEPHONE NO.: (509) 781-1209 EMAIL: cbrussell@embarqmail.com

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

80408 W. OIE Hwy

Prosser WA. 99350

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and Central Manufacturing, Inc., hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

CENTRAL MANUFACTURING, INC.

by:_____

Title: Pamp Maiers, President

Date: 3/10/21

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: Central Manufacutring, Inc.

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ $56.00 /Ton
2	HMA CLASS 1/2"	$ $54.00 /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ $900.00 /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ $5.00 /Gal.
4	COLD MIX	$ $110.00 /Ton
5	CRUSHED SURFACING BASE COURSE	$ N/A /Ton
6	CRUSHED SURFACING TOP COURSE	$ N/A /Ton
7	CRUSHER REJECTS (FINES)	$ N/A /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 000460655006

FIRM NAME: Central Manufacturing, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Pamp Maiers, President
PRINT NAME AND TITLE

DATED this 18th day of February, 20 21.

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

TELEPHONE NO.: (509)765-5757 ext 24 EMAIL: benderd@cwainc.us

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

16004 E. Field Road

Benton City, WA 99320

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and Central Washington Asphalt, Inc., hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

CENTRAL WASHINGTON ASPHALT, INC.

by: _____

Title: Pamp Maiers, President

Date: 3/10/21

COUNTY OF BENTON:

by: _____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date _____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: Central Washington Asphalt, Inc.

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ N/A /Ton
2	HMA CLASS 1/2"	$ N/A /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Gal.
4	COLD MIX	$ N/A /Ton
5	CRUSHED SURFACING BASE COURSE	$ $10.00 /Ton
6	CRUSHED SURFACING TOP COURSE	$ $10.25 /Ton
7	CRUSHER REJECTS (FINES)	$ $4.50 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. CENTRWA181PG

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 511964-003

FIRM NAME: Central Washington Asphalt, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

Pamp Maiers, President
PRINT NAME AND TITLE

DATED this 18th day of February, 20 21.

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

TELEPHONE NO.: (509)765-5757 ext 24 EMAIL: benderd@cwainc.us

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

16004 E. Field Road

Benton City, WA 99320

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and Inland Asphalt Company, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

INLAND ASPHALT COMPANY

by:_____
Doug Migas
Title: General Manager

Date: 03/10/2021

COUNTY OF BENTON:

by:_____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date_____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: INLAND ASPHALT COMPANY

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ 57.00 /Ton
2	HMA CLASS 1/2"	$ 55.00 /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ n/a /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ 5.00 /Gal.
4	COLD MIX	$ 115.00 /Ton
5	CRUSHED SURFACING BASE COURSE	$ n/a /Ton
6	CRUSHED SURFACING TOP COURSE	$ 10.00 /Ton
7	CRUSHER REJECTS (FINES)	$ 4.00 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. INLANAC984OK

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 618,584-010

FIRM NAME: INLAND ASPHALT COMPANY

SIGNATURE OF AUTHORIZED OFFICIAL

DOUG MIGAS, GENERAL MANAGER
PRINT NAME AND TITLE

DATED this 18th day of FEBRUARY, 2021.

ADDRESS OF BIDDER: 955 LACY ROAD, RICHLAND, WA 99352

TELEPHONE NO.: (509) 943-0674 EMAIL: doug.migas@inlandnw.com

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

INLAND ASPHALT COMPANY
550 LACY ROAD
RICHLAND, WA 99352

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and Granite Construction, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

GRANITE CONSTRUCTION

by: Keith Majors Digitally signed by Keith Majors DN: C=US, E=keith.majors@gcinc.com, O=Granite Construction Company, OU=Material Sales, CN=Keith Majors Reason: I attest to the accuracy and integrity of this document Date: 2021.03.10 11:48:54-08'00'

Title: Material Sales Manager

Date: 3/10/2021

COUNTY OF BENTON:

by: _____

Chairman,
Board of Benton County Commissioners

ATTEST:

_____

Clerk of the Board

Date _____

APPROVED AS TO FORM:

_____

Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: Granite Construction Company

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ $55.00 /Ton
2	HMA CLASS 1/2"	$ $53.00 /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Gal.
4	COLD MIX	$ $105.00 /Ton
5	CRUSHED SURFACING BASE COURSE	$ N/A /Ton
6	CRUSHED SURFACING TOP COURSE	$ N/A /Ton
7	CRUSHER REJECTS (FINES)	$ N/A /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. GRANICC916DL

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 232166009

FIRM NAME: Granite Construction Company

SIGNATURE OF AUTHORIZED OFFICIAL

PRINT NAME AND TITLE

DATED this 12th day of February, 2021.

ADDRESS OF BIDDER: 80 Pond Rd. Yakima, WA

TELEPHONE NO.: (509) 823.0641 EMAIL: keith.majors@gcinc.com

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

HMA - 2070 Robertson Drive, Richland, WA 99354-5308

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and O.L. Luther Co., Inc., hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

VENDOR:

by: Arnold Litke

Title: Pres

Date: 2-5-21

COUNTY OF BENTON:

by: _____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date _____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: O L Luther Co., Inc.

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ 66.50 /Ton
2	HMA CLASS 1/2"	$ 66.50 /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ 7.00 /Gal.
4	COLD MIX	$ N/A /Ton
5	CRUSHED SURFACING BASE COURSE	$ 9.25 /Ton
6	CRUSHED SURFACING TOP COURSE	$ 9.50 /Ton
7	CRUSHER REJECTS (FINES)	$ 8.00 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. OLLUTI*215BH

UBI 600 299 117

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. 4478080006

FIRM NAME: O L Luther Co., INC

Arnold Luther

SIGNATURE OF AUTHORIZED OFFICIAL

Arnold Luther/Pres.

PRINT NAME AND TITLE

DATED this 5th day of Feb., 2021.

ADDRESS OF BIDDER: 710 Luther Rd Granger, WA 98932

TELEPHONE NO.: (509)837-2527 EMAIL:

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

710 Luther Rd
Granger, WA 98932

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

SUPPLY CONTRACT
ROAD SURFACING MATERIALS

April 1, 2021 – March 31, 2022

THIS AGREEMENT, made and entered into this_____day of_____, 2021, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and Tri City Rock Products, hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. 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.

V. The Vendor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, 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 Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

VI. 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.

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2021 and expires March 31, 2022.

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

VENDOR: Tri City Rock Products

by: Kesi Goodman

Title: Office Manager

Date: 2.17.2021

COUNTY OF BENTON:

by: _____
Chairman,
Board of Benton County Commissioners

ATTEST:

_____
Clerk of the Board

Date _____

APPROVED AS TO FORM:

_____
Reid Hay, Deputy Prosecuting Attorney

Date 3/4/21

Appendix A

PROPOSAL

ROAD SURFACING MATERIALS

FIRM NAME: Tri City Rock Products

The undersigned hereby certifies that he/she has read the requirements and thoroughly understands the same and proposes as follows:

ITEM NO.	DESCRIPTION	PRICE PER TON/GAL. F.O.B. AT VENDOR'S PLANT
1	HMA CLASS 3/8"	$ N/A /Ton
2	HMA CLASS 1/2"	$ N/A /Ton
3a	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Ton
3b	ASPHALT FOR TACK COAT (CSS-1)	$ N/A /Gal.
4	COLD MIX	$ N/A /Ton
5	CRUSHED SURFACING BASE COURSE	$ 9.00 /Ton
6	CRUSHED SURFACING TOP COURSE	$ 9.25 /Ton
7	CRUSHER REJECTS (FINES)	$ 5.50 /Ton

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. DOD-730828-00-7

FIRM NAME: Tri City Rock Products

Keri L Goodman
SIGNATURE OF AUTHORIZED OFFICIAL

Keri L. Goodman, Office Manager
PRINT NAME AND TITLE

DATED this 17th day of February, 2021.

ADDRESS OF BIDDER: PO BOX 6265 Kennewick, WA 99337

TELEPHONE NO.: (509) 585-9425 EMAIL: TCRockproducts@gmail.com

PROPOSAL MUST BE SIGNED

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2020 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CRUSHED SURFACING BASE COURSE, CRUSHED SURFACING TOP COURSE and CRUSHER REJECTS (FINES) as required by the Benton County Public Works Department during the period from April 1, 2021 through March 31, 2022.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advanced notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the project site plus the cost of the material. This calculation shall be used to compare each vendor on each project. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

Tri City Rock Products
37123 S. Olympia St.
Kennewick, WA 99337

TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

Approved as to form:

Reid Hay, Deputy Prosecuting Attorney

Date 1/28/21

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Accepting work performed by Banlin for the Justice Center Plumbing and Water Intrusion project
Presenter:	
Prepared By:	slc
Reviewed By:	R. Blain

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

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

Summary / Background Information

The County entered into a contract with Banlin Construction, LLC for the CB19-09 – Justice Center Plumbing and Water Intrusion project on June 25, 2019 (Res. 2019-470). Banlin Construction, LLC has completed all work required under the contract. The project has been examined by the Director of Operations and Capital Programs and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

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

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY BANLIN CONSTRUCTION, LLC UNDER CONTRACT FOR THE JUSTICE CENTER PLUMBING AND WATER INTRUSION PROJECT

WHEREAS, on June 25, 2019 the Board of County Commissioners entered into a contract with Banlin Construction, LLC of Kennewick, Washington (Resolution 2019-470) for the Justice Center Plumbing and Water Intrusion project; and

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

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

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

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

BE IT RESOLVED that the Board of Benton County Commissioners concurs with the Director of Operations and Capital Programs' recommendation and hereby accepts the work performed by Banlin Construction, LLC under contract for the Justice Center Plumbing and Water Intrusion project as being completed in conformance with the contract documents.

Dated this 30th day of March 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Dept.
c: PA

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Awarding and executing a contract with Sierra Electric, Inc. for On-Call Electrical Maintenance
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

Bids were solicited for On-Call Electrical Maintenance utilizing the MRSC Small Works Roster and three bids were received in the amounts below:

Sierra Electric, Inc., Pasco, WA (SIERREI021CZ)	$ 30,322.00
Columbia River Electric Maintenance, Inc., Kennewick, WA (COLUMRE857DD)	$ 36,739.00
Tolman Electric, Inc., Grandview, WA (TOLMAE*950BD)	$ 37,375.00

Fiscal Impact

Amount: $75,000.00 excluding W.S.S.T.

Fund: Various Funds

Recommendation

Award the contract for On-Call Electrical Maintenance in an amount not to exceed $75,000.00 to Sierra Electric, Inc. and authorize the Chairman to sign the 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 THE CONTRACT FOR ON-CALL ELECTRICAL MAINTENANCE TO SIERRA ELECTRIC, INC. OF PASCO WA AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, bids were solicited for On-Call Electrical Maintenance for all Benton County Facilities; and

WHEREAS, three bids were received in the amounts below:

Sierra Electric, Inc., Pasco, WA (SIERREI021CZ)	$ 30,322.00
Columbia River Electric Maintenance, Inc., Kennewick, WA (COLUMRE857DD)	$ 36,739.00
Tolman Electric, Inc., Grandview, WA (TOLMAE*950BD)	$ 37,375.00

WHEREAS, the Director of Operations and Capital Programs recommends award of the bid to Sierra Electric, Inc., Pasco, WA; and

WHEREAS, a contract has been prepared, reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division and has been executed by Sierra Electric, Inc., Pasco, WA; and

WHEREAS, the Director of Operations and Capital Programs recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program's recommendations and awards the bid for On-Call Electrical Maintenance to Sierra Electric, Inc., Pasco, WA in an amount not to exceed $75,000.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Sierra Electric, Inc.; and

BE IT FURTHER RESOLVED, said contract begins April 1, 2021, and expires March 31, 2022. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

Dated this 30th day of March, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Purchasing P. Schut
c: Auditor; PA; Contractor

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 **Sierra Electric, Inc.**, a corporation organized under the laws of the State of Washington with its principal offices at 4120 N Swallow Ave, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Bid Form; and
b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts.
c. Exhibit C - Security Background Check

2. DURATION OF CONTRACT

The term of this Contract shall begin on April 1, 2021, and shall expire on March 31, 2022. The COUNTY further reserves the right to renew the Contract for an additional one year without advertising. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide on-call as-needed electrical maintenance & repair for all Benton County locations directed by the COUNTY.

b. The Contractor shall also provide Emergency service response 24 hours per day, 7 days a week, 365 days per year with a minimum of two on-call electricians. The CONTRACTOR must provide a phone number for emergency calls to the County Contract Representative. The CONTRACTOR must also respond to

emergency service calls within one (I) hour after notification and arrive onsite within four (4) hours. Response time for non-emergency service calls is a maximum of twenty-four (24) hours, or as arranged with the Benton County Facilities Department.

c. In the event that the requested work encompasses work that is legally required to be completed by another type of Contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other Contractor. In the event that the requested work requires, under State or local law, the issuance of a building or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur.

d. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

e. The COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

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

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

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

i. 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:	Josh Murphy
Address:	4120 N Swallow Ave Pasco, WA, 99301
Phone:	509-542-8682
Email:	JMurphy@sierraelec.net

b. For COUNTY:

Name:	Jeff Jones Facilities Manager
Address:	7122 W Okanogan Place; Bldg. A Kennewick, WA, 99336
Phone:	(509) 783-3118
Email:	Thomas.Jones@co.benton.wa.us

5. COMPENSATION

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

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Seventy-Five Thousand dollars and zero cents ($75,000.00), excluding W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. 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 thirty (30) 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

A public works contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 70.87 RCW. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

22. ENTIRE AGREEMENT

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

23. NOTICES

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

24. SEVERABILITY

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

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

25. LITIGATION HOLD NOTICE

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

26. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of

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

27. SURVIVABILITY

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

28. CONFIDENTIALITY

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

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 and Justice Center. 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 Contractor 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 on April 1, 2021.

Date: _____

BENTON COUNTY

_____
Chairman
Benton County Board of County Commissioners

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Date: 3-22-2021

SIERRA ELECTRIC, INC.

Josh Murphy
_____
Signature

Project Manager
_____
Title:

Josh Murphy
_____
PRINTED NAME

BID FORM

Electrical Maintenance and Repair

Company Name SIERRA ELECTRIC, INC.

Fill in all blank fields in the "For Bid Comparison Only" table. Hours and parts shown are for bidding purposes only. Benton County will pay actual hours worked and actual parts used during the duration of the contract.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1, dated N/A

Addendum No. 2, dated N/A

FOR BID COMPARISON ONLY – Year #1 RATES

Bid Item	Qty.	Unit	Unit Price	Total Cost
Labor (Regular Hourly Rate)	95	hr.	$92.50	$ 8,787.50
Labor (Overtime Hourly Rate)	3	hr.	$126.00	$ 378.00
Labor (Double-time Hourly Rate)	2	hr.	$160.00	$ 320.00
Parts Markup	$5,000.00	ea.	10 %	$ 5,500.00
			Subtotal A = Year #1 Total Bid	$ 14,985.50

FOR BID COMPARISON ONLY – Year #2 RATES (if contract is renewed)

Bid Item	Qty.	Unit	Unit Price	Total Cost
Labor (Regular Hourly Rate)	95	hr.	$ 96.00	$ 9,120.00
Labor (Overtime Hourly Rate)	3	hr.	$ 129.50	$ 388.50
Labor (Double-time Hourly Rate)	2	hr.	$ 164.00	$ 328.00
Parts Markup	$5,000.00	ea.	10 %	$ 5,500.00
			Subtotal B = Year #2 Total Bid	$ 15,336.50
Subtotal A + Subtotal B = Grand Total (Used for bid comparison only.)				$ 30,322.00

The undersigned hereby certifies that they have examined the location of the work outlined in the request for bids, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with the said plans, specifications and contract, and the above schedule of rates and prices. **(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)**

A proposal guaranty in an amount of five percent (5%) of the total bid, and in the form as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	✓	In the amount of 5% of the Bid.

CONTRACTOR'S LICENSE

The undersigned states that it is a duly licensed contractor, for the type of work proposed, in the State of Washington, and that all fees, permits, etc., pursuant to submitting this bid have been paid in full.

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 9th day of March 2021 2020.

FIRM NAME: SIERRA ELECTRIC, INC.

AUTHORIZED SIGNATURE: Josh Murphy

TYPE OR PRINT NAME: JOSH MURPHY

TITLE: PROJECT MANAGER

STREET ADDRESS: 4120 N. SWALLOW AVE.

CITY, STATE, ZIP: PASCO, WA 99301

TELEPHONE NO.: 509-542-8682

EMAIL: JMURPHY@SIERRAELEC.NET

CONTRACTOR'S LICENSE NO.: SIERREI021CZ

UBI NO.: 601 845 435

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 034606 00 6

EXHIBIT B

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

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

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

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

The publication date to use is March 8, 2021.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. A, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

Exhibit C

A minimum of two business days required for processing.
STAFF USE ONLY

Comments: **Completed by / Date:**

Badging Required? YES NO **CJIS Required? YES NO** **CJIS Completed Date:**_____

Approved / Denied **Date**

BENTON COUNTY BACKGROUND CHECK AUTHORIZATION AND RELEASE

I am a (**circle one**): **CONTRACTOR** **VOLUNTEER**

Location to obtain access (**circle all that apply**): **JAIL** **JUSTICE CENTER**

Last Name First Name Middle Name Sex: M F

All Other Previous Names Used Date of Birth

Driver's License Number/State Social Security Number

Primary Phone number Alternate Phone number Email address

Company/Organization Name Position/Title

Reason for Access Request / Services to be Performed Duration of Access Needed / End Date

ADVERSE HISTORY INFORMATION

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

Have you **ever** been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)? YES / NO

Have you **ever** been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct? YES / NO

Have you **ever** been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination? YES / NO

If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you? YES / NO

If you answered YES to any of the above, please describe the circumstances below:

ACKNOWLEDGEMENT:

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized. I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

AUTHORIZATION AND RELEASE

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

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

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

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

AUTOMATIC DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

All applications are reviewed on a case by case basis. Absence of automatic disqualifiers does not guarantee background clearance. Some exemptions may also apply on a case by case basis.

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

Signature

Date

Benton County Jail PREA, Sexual Abuse, Sexual Harassment and Sexual Misconduct Information

PREA

The Prison Rape Elimination Act (PREA) was passed in 2003 with unanimous support from both parties in Congress. The purpose of the act was to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape." (Prison Rape Elimination Act, 2003)

Staff Sexual Misconduct

The Department maintains a zero-tolerance policy with regard to staff sexual misconduct and inappropriate staff/offender relationships. The policy also applies to contract staff, vendors and volunteers. Any Contractor or Volunteer who attempts to or engages in sexual abuse shall be prohibited from further contact with inmates and all allegations of staff sexual misconduct will be investigated and will be referred to law enforcement when appropriate.

What is sexual misconduct?

RCW 9A.44.160, RCW 9A.44.170, and RCW 72.09.225 all contain detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature.

Forms of sexual misconduct include, but are not limited to:

-Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.

-Inappropriate touching between offenders and staff.

-All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.

-Sexual comments and conversations with sexually suggestive innuendos or double *meanings.*

-Display or transmittal of sexually suggestive posters, objects, or messages.

An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.). Because of the imbalance of power between offenders and staff, contractors, vendors and volunteers, there can never be a consensual relationship between offenders and persons working or volunteering for the Department. The law states "consent" is not a defense to prosecution.

Any staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate is considered a security threat to the Benton County Jail and the public.

Any staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate will be prohibited from the having any contact with inmates housed within the Benton County Jail and will be reported to law enforcement for criminal charges.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender
- Standing too close to an offender
- Taking up an offender's cause or grievance
- Changing duty assignments of a particular offender
- Getting into conflicts with co-workers over an offender
- Bringing things into the facility for the offender
- Doing favors for an offender's family
- Feeling the effects of major life changes (divorce, etc)
- Believing an offender is indispensable

<u>What can I do to avoid inappropriate staff/offender relationships?</u>

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with any particular offenders
- Do not share your own or other staff person's personal information with our around offenders.
- Do not discuss issues you may have with other staff or management with or around offenders.
- When speaking to offenders about other staff refer to the staff person as Ms. or Mr. or by their title.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

A Duty to Report

Staff, contractors, volunteers, and visitors must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by any staff compromises the security and safety of offenders and the agency. Any staff, including contractors, volunteers, and visitors that fail to report such behavior will be held accountable and sanctioned, possibly with dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

By signing this form, I acknowledge that I have received and understand information pertaining to the Benton County Corrections Department zero tolerance policy pertaining to sexual assault and sexual harassment of inmates in custody of this agency.

Company:

_____

Printed Name:

_____

Signature:

_____

Date:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Rejection of Bids For Prosser Courthouse Hearing Room Bathroom Project
Presenter:	N/A
Prepared By:	Paul Schut
Reviewed By:	Robert Blain

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

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

Summary / Background Information

The Purchasing Department went out for Bids, utilizing the MRSC Small Works Roster, to construct a single-use bathroom next to the new first-floor hearing room at the Benton County Courthouse, and a total of two bids were received:

Bestebreur Bros. Const, Inc., Grandview, WA (BESTEBC175DJ)	$ 77,913.00
Interstate Restoration, LLC, Liberty Lake, WA (INTERRW905BH)	Non-Responsive

After reviewing the bids, it was determined that for financial reasons, it was not in the best interest for Benton County to proceed with the project as it currently stands.

Fiscal Impact

Amount: N/A

Fund: Capital Projects Fund

Recommendation

The Purchasing Department recommends the County reject all bids.

Suggested Motion

As part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF REJECTING ALL BIDS FOR THE PROSSER COURTHOUSE HEARING ROOM BATHROOM PROJECT

WHEREAS, the Purchasing Department went out for Bids, utilizing the MRSC Small Works Roster, to construct a single-use bathroom next to the new first-floor hearing room at the Benton County Courthouse; and

WHEREAS, a total of two bids were received:

Bestebreur Bros. Const, Inc., Grandview, WA (BESTEBC175DJ)	$ 77,913.00
Interstate Restoration, LLC, Liberty Lake, WA (INTERRW905BH)	Non-Responsive

WHEREAS, after reviewing the bids, it was determined that for financial reasons, it was not in the best interest for Benton County to proceed with the project as it currently stands; and

WHEREAS, as a result, the Purchasing Department recommends that the County reject all bids; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Purchasing Department and rejects the bids listed above for the Prosser Courthouse Hearing Room Bathroom Project solicitation.

Dated this _30th_ day of March, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Attest……
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Orig.: Purchasing P. Schut
c: Auditor

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Amending Resolution 2021-155 to authorize purchase of vehicles from Bud Clary Ford instead of Columbia Ford
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	M. McGhan

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

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

Summary / Background Information

On February 9, 2021, Resolution 2021-155 authorized the purchase of 8 replacement vehicles (2 pickups, 2 Explorers and 4 Escapes) for use by the Public Works Department, Building Department, Assessor's and Treasurer's Offices from Columbia Ford utilizing Washington State Contract No. 05916.

On March 1, 2021 Bud Clary Auto Group dba Bud Clary Ford/Hyundai acquired Columbia Ford. The legal name of the dealership is Clary Longview, LLC and checks will be made to Clary Longview, LLC. The State Contract has been updated to reflect these changes.

Resolution 2021-155 needs to be amended to also reflect these changes.

Fiscal Impact

Amount: The not to exceed amount of $275,000 including WSST does not change

Fund: ER&R Fund

Recommendation

Amend Resolution 2021-155 to read the Board authorizes the purchase of the 8 vehicles from Bud Clary Auto Group dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 in an amount not to exceed $275,000 including WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2021-155 TO AUTHORIZE THE PURCHASE OF TWO (2) 2021 FORD F250 PICKUPS, TWO (2) 2021 FORD EXPLORERS AND FOUR (4) 2021 FORD ESCAPES FROM BUD CLARY AUTO GROUP DBA BUD CLARY FORD/HYUNDAI, LONGVIEW, WA UTILIZING WASHINGTON STATE CONTRACT NO. 05916

WHEREAS, Resolution 2021-155 authorized the purchase of two (2) 2021 Ford F250 Pickups, two (2) 2021 Ford Explorers and four (4) 2021 Ford Escapes from Columbia Ford, Longview, WA; and

WHEREAS, effective March 1, 2021, Bud Clary Auto Group dba Bud Clary Ford/Hyundai acquired Columbia Ford; **NOW, THEREFORE,**

BE IT RESOLVED Resolution 2021-155 is hereby amended to read the Board of Benton County Commissioners authorizes the purchase of two (2) 2021 Ford F250 Pickups, two (2) 2021 Ford Explorers and four (4) 2021 Ford Escapes from Bud Clary Auto Group dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED payment in the form of checks will be made to the dealership's legal name Clary Longview, LLC; and

BE IT FURTHER RESOLVED all terms and conditions of the purchase remain the same including the total amount payable not to exceed $275,000.00 including Washington State sales tax.

Dated this 30th day of March 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor

S. Christen

To Whom It May Concern:

On 3/1/2021 Bud Clary Auto Group acquired Columbia Ford. The new dealership's legal name is Clary Longview, LLC.

DBA: Bud Clary Ford/Hyundai

EFT/Wire Transfers:

Bud Clary Ford/Hyundai

Wells Fargo Bank
1800 Main Street
Vancouver, WA 98660
Jay McBee
503-266-2535

Account Name: Clary Longview, LLC
ABA Routing: 121000248
Account Number: 4437861990

Please email all payment notifications/receipts to AR@budclary.com

Please make checks Payable to:

Clary Longview, LLC
PO Box 127
Longview, WA 98632

Thank you,
Michelle Barnett
Controller

Bud Clary Auto Group

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Amending Resolution 2021-228 to authorize purchase of vehicles from Bud Clary Ford instead of Columbia Ford
Presenter:	N/A
Prepared By:	S. Christen
Reviewed By:	M. McGhan

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

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

Summary / Background Information

On March 9, 2021, Resolution 2021-228 authorized the purchase of 1 Ford Transit Van, 1 Ford Explorer and 1 Escape for use by the Corrections Department from Columbia Ford utilizing Washington State Contract No. 05916.

On March 1, 2021 Bud Clary Auto Group dba Bud Clary Ford/Hyundai acquired Columbia Ford. The legal name of the dealership is Clary Longview, LLC and checks will be made to Clary Longview, LLC. The State Contract has been updated to reflect these changes.

Resolution 2021-228 needs to be amended to also reflect these changes.

Fiscal Impact

Amount: The not to exceed amount of $115,000 including WSST does not change

Fund: Capital Projects Fund

Recommendation

Amend Resolution 2021-228 to read the Board authorizes the purchase of the 3 vehicles from Bud Clary Auto Group dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916 in an amount not to exceed $115,000 including WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2021-228 TO AUTHORIZE THE PURCHASE OF ONE (1) 2021 FORD TRANSIT VAN, ONE (1) 2021 FORD EXPLORER AND ONE (1) 2021 FORD ESCAPE FROM BUD CLARY AUTO GROUP DBA BUD CLARY FORD/HYUNDAI, LONGVIEW, WA UTILIZING WASHINGTON STATE CONTRACT NO. 05916

WHEREAS, Resolution 2021-228 authorized the purchase of one (1) 2021 Ford Transit Van, one (1) 2021 Ford Explorer and one (1) 2021 Ford Escape from Columbia Ford, Longview, WA; and

WHEREAS, effective March 1, 2021, Bud Clary Auto Group dba Bud Clary Ford/Hyundai acquired Columbia Ford; **NOW, THEREFORE,**

BE IT RESOLVED Resolution 2021-228 is hereby amended to read the Board of Benton County Commissioners authorizes the purchase of one (1) 2021 Ford Transit Van, one (1) 2021 Ford Explorer and one (1) 2021 Ford Escape from Bud Clary Auto Group dba Bud Clary Ford/Hyundai utilizing Washington State Contract No. 05916; and

BE IT FURTHER RESOLVED payment in the form of checks will be made to the dealership's legal name Clary Longview, LLC; and

BE IT FURTHER RESOLVED all terms and conditions of the purchase remain the same including the total amount payable not to exceed $115,000.00 including Washington State sales tax.

Dated this 30th day of March 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Original: Purchasing Department
c: Auditor

S. Christen

To Whom It May Concern:

On 3/1/2021 Bud Clary Auto Group acquired Columbia Ford. The new dealership's legal name is Clary Longview, LLC.

DBA: Bud Clary Ford/Hyundai

EFT/Wire Transfers:

Bud Clary Ford/Hyundai

Wells Fargo Bank
1800 Main Street
Vancouver, WA 98660
Jay McBee
503-266-2535

Account Name: Clary Longview, LLC
ABA Routing: 121000248
Account Number: 4437861990

Please email all payment notifications/receipts to AR@budclary.com

Please make checks Payable to:

Clary Longview, LLC
PO Box 127
Longview, WA 98632

Thank you,
Michelle Barnett
Controller

Bud Clary Auto Group

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Awarding a Public Works Contract to Yoder, Inc. dba/Coffey Refrigeration to Provide Quarterly Inspections and As-Needed Repair and Maintenance Service for the Kitchen Equipment Located in the Benton County Jail
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Cdr. Shelton; Jeff Jones; Robert Blain

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

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

Summary / Background Information

The Purchasing Department solicited a total of 56 vendors who are listed on the MRSC Small Works Roster to provide quarterly inspections and as-needed repair and maintenance services for the kitchen equipment located in the Benton County Jail.

Yoder, Inc. dba/Coffey Refrigeration, Kennewick, WA - COFFER*099LG was the only responsive bidder that provided a proposal, as further outlined in the attached Contract and Exhibit A.

- Exhibit A - Prevailing Wage labor rate:

  (8am to 5pm weekdays): $150/hr
  (Saturday, Sunday and 5pm – 8am weekdays): $225.00/hr
  Parts – Cost plus 70% Markup

Fiscal Impact

Contract amount not to exceed: $34,999.00, including WSST
Fund: Current Expense; Dept 110

Recommendation

Approve the attached Resolution and Public Works Contract between Benton County and Yoder, Inc. dba/Coffey Refrigeration for a contract amount not to exceed $34,999.00, including WSST. Said Contract shall begin upon signature of both parties and shall terminate on March 31, 2022. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

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 YODER, INC. DBA/ COFFEY REFRIGERATION TO PROVIDE QUARTERLY INSPECTIONS AND AS-NEEDED REPAIR AND MAINTENANCE SERVICES FOR THE KITCHEN EQUIPMENT LOCATED IN THE BENTON COUNTY JAIL

WHEREAS, per Resolution 2021-233, the County-wide Procurement, Leasing, and Contracting Policy allows for Public Works Unit Priced Contracts to be competitively bid in which public works are anticipated on a recurring basis to meet the business or operational needs of the County, under which the contractor agrees to a fixed period indefinite quality of delivery of work, at a defined unit price for each category of work; 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, Plumbing Installation, Repair, and Maintenance and Sub-Category Food Service Equipment Installation & Repair, Plumbing to provide quarterly inspections and as-needed repair and maintenance services for the kitchen equipment located in the Benton County Jail, with the following results:

- Yoder, Inc. dba/Coffey Refrigeration, Kennewick, WA - COFFER*099LG – Pricing is further outlined in the attached Contract and Exhibit A; and

WHEREAS, Yoder, Inc. dba/Coffey Refrigeration was the only responsive bidder that provided a proposal; and

WHEREAS, the Purchasing Department reviewed the proposal and recommends awarding the public works contract to Yoder, Inc. dba/Coffey Refrigeration, Kennewick, WA, as the only responsive bidder, to provide quarterly inspections and as-needed repair and maintenance services for the kitchen equipment located in the Benton County Jail, for a contract amount not to exceed $34,999.00, including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington concurs with the recommendation and hereby awards the public works contract to Yoder, Inc. dba/Coffey Refrigeration, Kennewick, WA, as the only responsive bidder, to provide quarterly inspections and as-needed repair and maintenance services for the kitchen equipment located in the Benton County Jail, for a contract amount not to exceed $34,999.00, including WSST; and

BE IT FURTHER RESOLVED, said contract shall begin upon signature of both parties and shall terminate on March 31, 2022. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

Dated this 30th day of March, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

Attest.....
Clerk of the Board

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

Orig: Facilities
cc: Auditor, PA, Purchasing Dept. Coffey

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 **YODER, INC. dba/ COFFEY REFRIGERATION** a corporation organized under the laws of the State of Washington with its principal offices at 6716 West Arrowhead Avenue, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Proposal Form dated 03/08/2021
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 initial term of this Contract shall begin upon signature of both parties and shall terminate on March 31, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. Upon mutual agreement of both parties, this Contract may be extended by written amendment for a maximum of one additional 12-month period.

3. SERVICES PROVIDED

a. The CONTRACTOR agrees to provide quarterly inspections and as-needed repair and maintenance services in accordance with the Request for Proposal and CONTRACTOR'S Proposal Form, attached hereto as Exhibits A and Exhibit D, respectively, and incorporated herein by reference, for equipment in the kitchen of the Benton County Jail located at 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336. Quarterly inspections of the equipment must be performed at regular intervals during the calendar year with appropriate dates and times to be determined by the parties.

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, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process but may not charge any additional processing or other fees that it does not actually incur.

c. Upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing

the work done, the time expended, and the parts used, is remitted to the COUNTY's Contract Representative, or his or her designee, prior to the CONTRACTOR leaving the work site.

d. With respect to as-needed repair and maintenance services provided by the CONTRACTOR under this contract, the COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.

e. 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.

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

g. 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.

h. 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.

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

J. 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:	Christian Search, President
Address:	PO Box 6257 Kennewick, WA 99336
Phone:	509-586-1519
Email:	searchtricities@gmail.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 quarterly inspections and as-needed repair and maintenance services for kitchen equipment the Benton County Jail in accordance with Section 3.a. of this Contract at the rates set forth in Exhibit A. All necessary parts shall be reimbursed at actual cost plus 70% markup. CONTRACTOR shall submit copies of invoices showing actual cost of the parts with all invoices being billed to the COUNTY for parts.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Thirty-four Thousand Nine Hundred Ninety-Nine dollars and zero cents ($34,999.00), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the maximum total amount payable set forth in this section and that its total billings will not exceed the maximum total amount payable. The CONTRACTOR shall inform the COUNTY promptly in writing if the CONTRACTOR's cumulative accounts receivable attributable to the COUNTY, pursuant to this Contract, reaches eighty percent (80%) of the maximum total amount payable so that budgeting and approval of additional amounts may be obtained (if appropriate). Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

c. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov/ and then forward a copy of the statement to COUNTY'S Contract Representative. At the end of the contract term, CONTRACTOR shall submit an Affidavit of Wages Paid via https://secureaccess.wa.gov/ and then forward a copy of the affidavit to COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

d. The CONTRACTOR may invoice the COUNTY for filing fees paid to the Washington State Department of Labor and Industries for filing one Statement of Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per year as required by L & I.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. The hourly rate for Labor shall be the full cost for the work to perform routine maintenance and as needed repairs in accordance with Exhibit A. Travel time to and from site to perform maintenance and repair shall also be in accordance with the travel rate outlined in Exhibit A.

c. Before or at the time that the CONTRACTOR submits its first invoice, the CONTRACTOR and any subcontractors and sub-subcontractors employed by the CONTRACTOR for the work contemplated by this Contract shall submit a Statement of Intent to Pay Prevailing Wages via https://secureaccess.wa.gov and then forward a copy of the statement to the COUNTY's Contract

Representative.

d. The CONTRACTOR shall not be paid for work rendered under this Contract until all required parties have executed and submitted a Statement of Intent to Pay Prevailing Wages in accordance with this section and the work has been performed to the satisfaction of the COUNTY. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY and will remit payment for the accepted work, less any retainage or other legally withheld funds, within thirty (30) days after receiving the invoice.

e. For each invoiced and approved payment due to the CONTRACTOR under this section, the COUNTY shall withhold from the earned portion of the payment (*i.e*. that portion excluding sales tax or other tax) five percent (5%) as a contract retainage, pursuant to RCW 60.28.011 and in accordance with chapter 60.28 RCW. Within ten (10) days following the execution of this Contract, the CONTRACTOR shall submit written notice to the COUNTY stating the method it has elected pursuant to RCW 60.28.011(4) for the holding of moneys retained by the COUNTY. If such written election is not received by the COUNTY, then the COUNTY may choose any method allowed by RCW 60.28.011(4)(a)-(c) for holding the retained moneys.

7. AMENDMENTS AND CHANGES IN WORK

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

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

8. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY or its officers, officials, employees, or agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of

them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 8 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.

9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

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

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

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

d. **Other Insurance Provisions**:

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

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

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

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim

is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

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

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

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

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the

County's Contract Representative referenced in Section 4 at the time of Contract execution in the form of Exhibit E.

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 for the term of the contract and released after receipt of the affidavit of wages paid. 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:_____	Date: 03/18/2021
BENTON COUNTY	**YODER, INC. DBA/ COFFEY REFRIGERATION**
	Christian Search
Jerome Delvin, Chairman Benton County Commissioners	Signature
	President
Approved as to Form:	Title
Ryan Lukson	Christian Search
Ryan J. Lukson, Civil DPA	PRINTED NAME

EXHIBIT A **PROPOSAL FORM**

Project Identification: As-Needed Maintenance and Repair Services
for Kitchen Equipment Systems at
Benton County Jail, Kennewick, Washington

Proposal Submitted To: Lisa Small
Benton County Purchasing Department
7122 W. Okanogan Pl, Bldg. A
Kennewick, WA 99336
Lisa.Small@co.benton.wa.us

Proposal should not include any taxes or L&I Fees.

1. Prevailing Wage labor rate.

   a. (8am to 5pm weekdays): $ 150

   b. (Saturday, Sunday and 5pm – 8am weekdays): $ 225

2. Call Out/Truck/Mileage Fees: $ 0

3. Parts – Cost plus 70 % Markup

Submitted on 8 of March, 2021

The undersigned hereby certifies and represents to signing this proposal on behalf of the Contract and is authorized to do so.

Yoder Inc. DBA Coffey Refrigeration — Contractor's License # COFFER*099LG
Legal Name of Organization

Christian Search
Signature of Authorized Person

Christian Search — President
Printed Name of Authorized Person — Title

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Professional Medical Service Agreement between Benton County and NaphCare, Inc. for the Benton County Corrections Department
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Chief Souza; Cdr. Shelton; Robert Blain

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

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

Summary / Background Information

Per Resolution 2020-841 dated November 10, 2020, the Board of Benton County Commissioners approved the Request for Qualifications for Professional Medical Services for the Benton County Corrections Department (BCCD). A total of sixteen (16) companies requested a copy of the Request for Qualifications packet with the following companies responding:

- NaphCare, Inc., Birmingham, AL
- Diamond Pharmacy Services – Alternative Pharmacy Only Option

Diamond Pharmacy Services provided an alternative pharmacy only option to the RFQ, which did not meet the requirements of the RFQ.

Commander Shelton presented the results of the RFQ before the Board of Commissioners on February 23rd and a motion was made to move forward with an Agreement with NaphCare to be brought back at a later date for Board approval.

Fiscal Impact

April 1, 2021 – March 31, 2022 - $2,582,757.00
April 1, 2022 – March 31, 2023 - $2,660,239.80
April 1, 2023 – March 31, 2024 - $2,740,047.00

Said expenditures shall be paid out of Current Expense – Dept 120.

Recommendation

Approve the attached Resolution and Professional Medical Service Agreement between Benton County and NaphCare and authorize the Chairman to sign said Agreement.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, per Resolution 2020-841 dated November 10, 2020, the Board of Benton County Commissioners approved the Request for Qualifications for Professional Medical Services for the Benton County Corrections Department (BCCD); and

WHEREAS, a total of sixteen (16) companies requested a copy of the Request for Qualifications packet with the following companies responding:

NaphCare, Inc., Birmingham, AL
Diamond Pharmacy Services – Alternative Pharmacy Only Option

WHEREAS, Diamond Pharmacy Services provided an alternative pharmacy only option to the RFQ, which did not meet the requirements of the RFQ; and

WHEREAS, representatives of the BCCD reviewed the proposals and recommends NaphCare, Inc. was the only company that provided a complete response to provide quality health care services to inmates and detainees of the Benton County Jail; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the recommendation and hereby approves the attached Professional Medical Service Agreement between Benton County and NaphCare, Inc, authorizing the Chairman of the Board to sign said Agreement, which shall commence April 1, 2021 and expire March 31, 2024; and

BE IT FURTHER RESOLVED, effective April 1, 2021, the base annual amount to be paid for the initial twelve (12) months of this Agreement shall be $2,582,757.00, plus any allowable price adjustments outlined within the agreement; and

BE IT FURTHER RESOLVED, effective April 1, 2022, the base annual amount to be paid for the second twelve (12) months of this Agreement shall be $2,660,239.80, plus any allowable price adjustments outlined within the agreement attached hereto; and

BE IT FURTHER RESOLVED, effective April 1, 2023, the base annual amount to be paid for the third twelve (12) months of this Agreement shall be $2,740,047.00, plus any allowable price adjustments outlined within the agreement attached hereto.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of Commissioners
of Benton County, Washington

Original: BCCD
cc: Auditor; PA; Purchasing Dept.; NaphCare

L. Small

AGREEMENT FOR INMATE HEALTH CARE SERVICES AT BENTON COUNTY, WASHINGTON Effective April 1, 2021 through March 31, 2024

This Agreement for Inmate Health Services (hereinafter, the "AGREEMENT") entered into by and between the County of Benton, a political subdivision of the State of Washington with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter, the "COUNTY") acting by and through its duly elected Board of County Commissioners, and NaphCare, Inc. (hereinafter, "CONTRACTOR") an Alabama corporation doing business in Washington State with its principal office at 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216.

RECITALS

WHEREAS, the COUNTY and the Chief of Corrections (hereinafter the "Chief") are charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Benton County Corrections Department located at 7122 W. Okanogan Place, Bldg. B, Kennewick, Washington (hereinafter, "JAIL"); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINEES of the JAIL (hereinafter, "JAIL POPULATION"), in accordance with applicable law; and

WHEREAS, CONTRACTOR is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

BOOKING NURSE – a Registered Nurse that manages all INMATE/DETAINEE intakes which includes performing at the time of booking a RECEIVING SCREENING.

CHARGE/SICK CALL REGISTERED NURSE – Registered Nurse that assists with daily triage/sick call and manages patients in the clinic during both mornings and afternoons based on patient needs as well as coordinates with custody officers and assists providers as needed.

CLINICALLY SIGNIFICANT FINDINGS – Any deviation from the normal that significantly impacts the health, safety, and welfare of a patient.

CONTRACT YEAR – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT as more fully set forth in Section 9.0.

CONTRACTOR MEDICAL DIRECTOR – CONTRACTOR's Chief physician who is vested with certain decision making duties under the AGREEMENT.

CONTRACTOR MID-LEVEL PROVIDER – CONTRACTOR'S Nurse Practitioners and/or Physician's Assistants who assist with patients in the clinic and provided general family practice type of clinical care, treatment of injuries, and monitoring of chronic medical conditions.

COUNTY INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or Chief. COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdiction's correctional facility. However, COUNTY INMATES/DETAINEES are not covered by the provisions of this AGREEMENT while housed in another jurisdiction's facility.

COVERED PERSONS – A COUNTY INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL's MADP; (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated and physically located in the JAIL; or (b) on work release and physically located within the JAIL. COVERED PERSONS include INMATES/DETAINEES that meet the above criteria that are under the jurisdiction of a third party but are in the JAIL pursuant to an agreement between the third party and the COUNTY.

DETAINEE – An adult or juvenile individual physically located in the JAIL whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

DIRECTOR OF NURSING (DON) – responsible for leading, directing, managing, and evaluating all clinical nursing operations.

DRUG ADDICTION TREATMENT ACT (DATA) – the x-waiver requirement is from the DATA of 2000, passed by Congress in response to the growing crisis of opioid use disorder. The DATA allows physicians who meet certain qualifications to treat opioid use disorder with buprenorphine in clinic offices.

ELECTRONIC MEDICAL RECORD – Electronic medical record (EMR) is a digital version of the traditional paper-based medical record for an INMATE/DETAINEE. The EMR represents a medical record of services within the JAIL or other medical records received from other facilities.

FIT FOR CONFINEMENT – A determination made by a CONTRACTOR's authorized registered nurse, physician or JAIL staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF – Medical and support staff provided or administered by CONTRACTOR, under this AGREEMENT, including but not limited to CONTRACTOR's MEDICAL DIRECTOR.

HEALTHCARE SERVICE ADMINISTRATOR – A Registered Nurse employed by CONTRACTOR with supervisory authority of the Health Care Staff.

INITIAL HEALTH ASSESSMENT – An individual health assessment performed on COUNTY INMATES/DETAINEES in accordance with NCCHC standards.

INMATE – An adult or juvenile individual who is being incarcerated in the JAIL for all or part of the term of their adjudicated sentence.

MEDICATED ASSISTED TREATMENT FOR OPIOID TREATMENT NETWORKS (MAT) - A grant funded opioid use disorder treatment program administered separately by a third-party agreement with cooperation from the CONTRACTOR.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of one calendar month. The MADP shall include, but separately list, INMATES/DETAINEES on work release and those being held pursuant to a contract with a third party. The MADP shall be figured by summing the daily population for the JAIL (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to CONTRACTOR upon request to verify the MADP. Persons on home confinement, housed outside of the JAIL, and parolees and escapees shall not be considered part of the JAIL's MADP.

NCCHC STANDARDS – The standards set forth in National Commission on Correctional Health Care's most recent publication of "Standards for Health Services in Jails".

RECEIVING SCREENING – An examination consisting of a structured inquiry and observation in accordance with NCCHC standards to identify potential emergency situations that must be performed on all COUNTY INMATES/DETAINEES upon arrival at the JAIL to ensure that patients with known illnesses and those on medications are identified for further assessment and continued treatment. A urine drug screen shall be conducted on all inmates and a pregnancy test on all females of childbearing age.

SEGREGATED INMATES/DETAINEES - SEGREGATED INMATES/DETAINEES are those isolated from the general population and who receive services and activities, if any, apart from other INMATES/DETAINEES.

SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE) – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, but excluding services that are otherwise provided by the CONTRACTOR HEALTH CARE STAFF referenced in Section 2.0 of this AGREEMENT.

ARTICLE I
HEALTH CARE SERVICES

1.0 SCOPE OF SERVICES. CONTRACTOR shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT and in accordance with NCCHC STANDARDS, the Washington State Department of Correction's Offender Health Plan, when applicable, the provisions of the US Marshal Service's Publication 100-Prisoner Health Care Standards, when applicable, as well as the recognized standard of care by qualified health care professionals in Washington State. Unless otherwise specified, compensation for the services, supplies and equipment to be provided as set forth in this Article I are included within CONTRACTOR's monthly fee set forth in Section 8.0. As of the effective date of this AGREEMENT, CONTRACTOR shall have developed written site specific policies and procedures that meet legal and community standards in accordance with NCCHC STANDARDS for quality of care in a correctional setting.

1.1 GENERAL HEALTH CARE SERVICES. CONTRACTOR will arrange and bear the cost of general health care services for COVERED PERSONS as further described below:

1.1.1 RECEIVING SCREENING. A RECEIVING SCREENING of every INMATE/DETAINEE shall be performed promptly upon arrival at the JAIL by the BOOKING NURSE or, in the absence of the BOOKING NURSE, a registered nurse or a licensed health care professional in accordance with NCCHC STANDARDS. The BOOKING NURSE shall be responsible for making a recommendation to the jail supervisor to refuse any inmate not deemed medically appropriate for incarceration. The decision to refuse any inmate shall remain with the COUNTY.

1.1.2 INITIAL HEALTH ASSESSMENT. Within two (2) working days of their arrival at the jail, an INITIAL HEALTH ASSESSMENT shall be performed on all INMATES/DETAINEES found with CLINICALLY SIGNIFICANT FINDINGS at their RECEIVING SCREENING. All other INMATES/DETAINEES shall receive an INITIAL HEALTH ASSESSMENT no later than fourteen (14) calendar days after admission to the JAIL.

1.1.3 JUVENILE HEALTH ASSESSMENT. An INITIAL HEALTH ASSESSMENT of all juvenile COVERED PERSONS shall be performed as soon as possible, but no later than seven (7) calendar days after the juvenile INMATE/DETAINEE's arrival at the JAIL or such other deadline as required by NCCHC STANDARDS.

1.1.4 SEGREGATED INMATES/DETAINEES. CONTRACTOR shall monitor the health of SEGREGATED INMATES/DETAINEES daily and otherwise in accordance with NCCHC STANDARDS. This action shall be documented in the inmates EMR.

1.1.5 MANAGEMENT OF WITHDRAWALS. INMATE/DETAINEES identified to be at risk for withdrawal from alcohol, sedatives or opiates by HEALTH CARE STAFF will be treated by CONTRACTOR in accordance with NCCHC STANDARDS. CONTRACTOR shall maintain a log of the status of all INMATE/DETAINEES being monitored for any withdrawal. CONTRACTOR shall have the ability to administer Narcan at the JAIL and shall adopt a policy on the use thereof.

1.1.6 INVOLUNTARY TREATMENT. CONTRACTOR shall hydrate COVERED PERSONS in the JAIL, and if not voluntarily agreed to by a COVERED PERSON, shall work in conjunction with the COUNTY to obtain a court order to do so, if in the opinion of HEALTH CARE STAFF a COVERED PERSON'S health is immediately threatened without such hydration. CONTRACTOR shall also have written policies and procedures regarding the provision of nutrition, hydration and medication to COVERED PERSONS that are not voluntarily complying with the intake of the same, as appropriate in the opinion of HEALTH CARE STAFF.

1.1.7 SCHEDULED SICK CALL. HEALTH CARE STAFF shall conduct sick calls for COVERED PERSONS in a clinical setting as promptly as CONTRACTOR deems medically necessary and in accordance with NCCHC STANDARDS.

1.1.8 EMERGENCY TREATMENT. HEALTH CARE STAFF will immediately respond to the scene of medical emergencies within the JAIL to assess and attempt to stabilize any and all ill or injured parties, regardless of their status as a COVERED PERSON, visitor, or JAIL staff. Appropriate HEALTH CARE STAFF will be notified and CONTRACTOR will respond as necessary. If outside medical services are urgently needed, CONTRACTOR shall request JAIL staff to call 911. CONTRACTOR immediately contact the receiving facility to provide all necessary medical information to assist the outside medical provider.

1.1.9 TUBERCULOSIS TESTING/HIGHLY COMMUNICABLE DISEASE NOTIFICATION. All INMATES/DETAINEES in the JAIL pursuant to agreement between the COUNTY and the US Marshal shall be tested for tuberculosis within fourteen (14) days of their arrival at the JAIL in accordance with the Centers for Disease Control guidelines. CONTRACTOR shall immediately notify a Corrections Lieutenant or higher ranking officer within the JAIL of any cases of suspected or active tuberculosis, as well as any other highly communicable diseases such as severe acute respiratory syndrome, avian flu, methicillin-resistant staphylococcus aureus, or chicken pox. When purified protein derivative skin tests are used, the tests shall be read between forty-eight (48) and seventy-two (72) hours after placement of the skin test. Reimbursement for tuberculosis testing shall be processed through the pass through service, as listed in Section 1.20.

1.2 AMBULANCE SERVICE. CONTRACTOR shall arrange for and process and pay invoices for medically necessary emergency ambulance services for COVERED PERSONS. Reimbursement for ambulance services shall be processed through the pass through service, as listed in Section 1.20.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CONTRACTOR HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.) for any non-medical purposes.

1.4 DENTAL. CONTRACTOR shall arrange for and process and pay invoices for off-site dental services only if CONTRACTOR's MEDICAL DIRECTOR or designee determines that dental care is medically necessary. In the event that a COVERED PERSON requires any other dental services, CONTRACTOR shall not be responsible for arranging such dental services. Costs for off-site medically necessary dental services shall be processed through the pass through service, as listed in Section 1.20.

1.5 DIALYSIS SERVICES – NOT COVERED. In the event that dialysis services are required for a COVERED PERSON, CONTRACTOR shall not be responsible for the provision or cost of such dialysis services.

1.6 ELECTIVE MEDICAL CARE - NOT COVERED. CONTRACTOR shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CONTRACTOR'S MEDICAL DIRECTOR or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S well-being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards. CONTRACTOR shall not be responsible for arranging or providing an abortion to any INMATE/DETAINEE unless ordered or prescribed by CONTRACTOR. Any treatment ordered or prescribed by CONTRACTOR under this section shall be processed through the pass through service, as listed in Section 1.20.

1.7 HOSPITALIZATION. CONTRACTOR will arrange for and process and pay invoices of hospitalization for a COVERED PERSON who, in the opinion of a treating physician or CONTRACTOR's MEDICAL DIRECTOR or designee, requires hospitalization. Reimbursement for hospitalization services shall be processed through the pass through service, as listed in Section 1.20.

1.8 LONG TERM CARE – NOT COVERED. CONTRACTOR shall not be responsible for arranging, providing, or paying for any long term care facility services.

1.9 DURABLE MEDICAL EQUIPMENT OVER $100. CONTRACTOR shall provide the following durable medical equipment valued at greater than $100 pursuant to this AGREEMENT:

Quantity	Medical Equipment – Description
1	Vital Signs Machine
3	Glucometers
2	Pulse Oximeters
1	EKG Machines
2	Medication Carts
1	Treatment Cart
1	Crash Cart
1	Crash Bags

In the event that CONTRACTOR and the COUNTY mutually agree in writing that medically necessary durable medical equipment, not listed above that exceeds a cost of $100 per unit, is required to assist in generally providing health care services to COVERED PERSONS under this AGREEMENT, CONTRACTOR shall order such equipment on behalf of the COUNTY from an agreed upon vendor at an agreed upon price. If CONTRACTOR determines that medical equipment in excess of $100 per unit cost is necessary to treat a particular INMATE/DETAINEE, CONTRACTOR may order such equipment provided that it gives the Chief at least three (3) days written notice before it orders such equipment. Provided, if CONTRACTOR deems the equipment necessary for a medical emergency, it shall immediately obtain such equipment and provide written

notice to the Chief within twenty-four (24) hours of the acquisition. The COUNTY shall subsequently reimburse CONTRACTOR for the equipment acquired pursuant to this Section through the pass through service as set forth in Section 1.20. Equipment acquired under this section shall be the sole property of the COUNTY.

1.10 MEDICAL SUPPLIES/EQUIPMENT OF $100 OR LESS. CONTRACTOR shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the AGREEMENT, which have a unit cost of $100 or less.

1.11 MEDICAL WASTE. CONTRACTOR shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards.

1.12 MENTAL HEALTH. In the event that mental health services are required for COVERED PERSONS, CONTRACTOR shall not be responsible for the provision or cost of such mental health services, provided, CONTRACTOR shall arrange for prescribed psychotropic medicine as stated in Section 1.16.3. Notwithstanding the above, if CONTRACTOR's HEALTH CARE STAFF believe in their medical opinion that a COVERED PERSON is in need of mental health services, CONTRACTOR shall promptly notify the mental health care contractor's representative in the JAIL as well as the JAIL staff with a ranking of Corporal or higher in writing of that opinion. CONTRACTOR shall cooperate with mental health care providers by providing any information on a COVERED PERSON in CONTRACTOR'S possession deemed necessary by a mental health care provider. The COUNTY shall request that any mental health care provider(s) treating COVERED PERSONS utilize CONTRACTOR's EMR system for charting care provided by mental health care provider(s).

1.13 OFFICE EQUIPMENT. The COUNTY shall provide the use of COUNTY owned office furniture and all necessary utilities (e.g. telephone and fax line service). CONTRACTOR shall provide all other necessary office equipment required to perform its contractually obligated services including, but not limited to, the following:

Quantity	Technical Equipment – Description
2	Server
11	Desktop Computers
7	Laptop Computers
3	Copier/Scanner/Printer
8	Signature Pads

1.14 OFFICE SUPPLIES. CONTRACTOR shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

1.15 PATHOLOGY/LABORATORY/RADIOLOGY SERVICES. CONTRACTOR shall arrange for and process and pay invoices for all pathology, laboratory, and radiology services ordered by a CONTRACTOR physician for COVERED PERSONS. CONTRACTOR shall arrange on site laboratory and radiology services to the extent reasonably possible. CONTRACTOR will arrange and coordinate with the COUNTY for the transportation for pathology, laboratory, and radiology off-site services. Medically necessary pathology, laboratory, and radiology services shall be reimbursed through the pass through service, as listed in Section 1.20.

1.16 PHARMACY SERVICES. CONTRACTOR shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Except as provided below, CONTRACTOR shall arrange for and process and pay invoices for all prescription and non-prescription over-the-counter medications prescribed by a duly licensed physician or other appropriate health care provider for a COVERED PERSON. Reimbursement for prescription and nonprescription over-the-counter medications prescribed by a physician or other appropriate health care provider shall be processed through the pass through service, as listed in Section 1.20.

1.16.1 GENERAL. Prescribing, dispensing, and administering of medication by CONTRACTOR shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately licensed or certified health care provider.

1.16.2 AVAILABILITY OF PHARMACY SERVICES. CONTRACTOR's pharmacy services shall be available twenty-four (24) hours a day, seven (7) days per week. CONTRACTOR shall maintain the ability and will have prescriptions filled as promptly as CONTRACTOR deems medically necessary, but in all instances, prescriptions shall be filled within the later of twenty-four (24) hours of being prescribed or receipt of notice of an existing prescription.

1.16.3 PSYCHOTROPIC MEDICATIONS. CONTRACTOR acknowledges that non-CONTRACTOR medical providers will be prescribing psychotropic medicine for COVERED PERSONS and agrees to arrange for and process and pay invoices for such medication. Reimbursement for such medicine shall be made through the pass through service, as listed in Section 1.20.

1.16.4 PRESCRIPTIONS FOR WASHINGTON STATE DEPARTMENT OF CORRECTIONS INMATES. Prescriptions arranged by CONTRACTOR for INMATES/DETAINEES of the JAIL pursuant to a contract between the COUNTY and Washington State shall be for drugs listed as formulary drugs in the Washington State DOC Pharmaceutical Management and Formulary Manual or CONTRACTOR HEALTH CARE STAFF will obtain written pre-approval from a Corrections Lieutenant or higher ranking officer within the JAIL prior to filling the prescription. The COUNTY shall be responsible for payment to CONTRACTOR for said prescription as described above in Section 1.16.

1.16.5 PRESCRIPTIONS FOR US MARSHAL INMATES. Prescriptions arranged by CONTRACTOR for INMATES/DETAINEES of the JAIL pursuant to a contract between the COUNTY and the US Marshal's Service shall be filled with a pharmacy authorized in the United States Marshals Service Complete Formulary and Conditions to Dispense or CONTRACTOR HEALTH CARE STAFF will use all reasonable efforts to obtain written pre-approval from a Corrections Lieutenant or higher ranking officer within the JAIL prior to filling the prescription. CONTRACTOR will not submit payment for the expenses related to said prescriptions. CONTRACTOR shall arrange for the federal government to be billed directly for the cost of such medicines in the manner as directed by the Department of Corrections. Should CONTRACTOR be unable to obtain written pre-approval from the Corrections Lieutenant or higher ranking officer within the JAIL prior to filling the prescription, reimbursement by the COUNTY to CONTRACTOR shall be processed through the pass through service, as listed in Section 1.20.

1.16.6 NOTICE OF FILLED PRESCRIPTIONS. When CONTRACTOR obtains prescription and/or non-prescription over-the-counter medications prescribed by a physician or

other health care provider for a COVERED PERSON a monthly summary listing all medications ordered and dispensed shall be provided to the COUNTY.

1.16.7 TRANSPORT MEDICATIONS. CONTRACTOR shall use its best efforts to ensure that COVERED PERSONS are transported from the JAIL with an appropriate supply of medications at the time of transport.

1.16.8 MEDICATED ASSISTED TREATMENT FOR OPIOID TREATMENT NETWORKS (MAT). CONTRACTOR shall obtain and stock medication for the MAT program as part of the JAIL's regular medication needs and the costs of such medication shall be processed through the pass through service, as listed in Section 1.20. CONTRACTOR shall work cooperatively with the third-party personnel providing MAT services and will be required to share medical information and access to the COVERED PERSON'S EMR.

1.17 PREGNANT COVERED PERSONS. CONTRACTOR shall arrange SPECIALTY SERVICES for any pregnant COVERED PERSON in accordance with NCCHC Standards and this AGREEMENT. CONTRACTOR shall not arrange or bear the cost of any health care services for infants. SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE) for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE) as set forth herein in Section 1.18.

1.18 SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE). In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE), CONTRACTOR shall arrange for and process and pay invoices for SPECIALTY SERVICES and such other services in accordance with this section.

1.18.1 CONTRACTOR's MEDICAL DIRECTOR or designee will make such determination and refer COVERED PERSONS for SPECIALTY SERVICES or other medical services when, in the MEDICAL DIRECTOR or designee's professional opinion, it is deemed medically necessary. Provided, CONTRACTOR'S authorized personnel will provide notification to a Corrections Lieutenant or higher-ranking officer within the JAIL prior to making arrangements for such services. Except in medical emergencies, CONTRACTOR shall obtain approval from the Federal Government or the Washington State Department of Corrections prior to arranging for SPECIALTY SERVICES or other medical services outside the JAIL for INMATES/DETAINEES at the JAIL pursuant to agreement with the Federal Government or the Department of Corrections. In the event of a medical emergency, CONTRACTOR'S authorized personnel shall immediately make arrangements for medically necessary treatment and shall advise a Corrections Lieutenant or higher ranking officer no later than two (2) hours from the time such arrangements are made to allow the COUNTY to provide any required notices. CONTRACTOR shall arrange for on-site medical services, including SPECIALTY SERVICES, to the extent reasonably possible. To the extent SPECIALTY SERVICES or other medical services are required and cannot be rendered on-site, CONTRACTOR shall make appropriate off-site arrangements for rendering off-site care. Reimbursement for SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE) shall be processed through the pass through service, as listed in Section 1.20.

1.18.2 When outside medical services are necessary, CONTRACTOR'S HEALTH CARE STAFF shall inform the medical provider that the patient is a person in custody who will arrive in handcuffs with uniformed officers. The medical provider shall also be informed that the time and location of the appointment shall not be disclosed except to JAIL staff or HEALTH CARE STAFF.

1.19 VISION CARE – NOT COVERED. CONTRACTOR shall not be responsible for the provision of eyeglasses or any other cost of such vision services, other than care for eye injuries or diseases will be treated as any other injury or illness under this AGREEMENT.

1.20 PASS THROUGH COSTS. Costs for any medical or other health services listed in Sections 1.1.9, 1.2, 1.4, 1.6, 1.7, 1.9, 1.15, 1.16, 1.17, and 1.18, which are provided to COVERED PERSONS, shall be the responsibility of the COUNTY. CONTRACTOR will provide utilization management, extend all of its provider discounts to COUNTY and pay these expenses on behalf of COUNTY, as long as COUNTY remains current with payments due under this AGREEMENT. CONTRACTOR agrees to allow the COUNTY, as well as the Federal Government or the Department of Corrections when applicable, to conduct concurrent and retrospective audits of any medical services provided to INMATES/DETAINEES at the JAIL. Amounts paid by CONTRACTOR will be periodically reconciled with COUNTY pursuant to Section 8.1. CONTRACTOR shall use its best efforts to contract with medical providers in the local area to obtain provider discounts. The COUNTY will assist CONTRACTOR, at CONTRACTOR's request, in identifying providers to potentially contract with for discounts. To the extent consistent with appropriate medical care in the opinion of CONTRACTOR' HEALTH CARE STAFF, CONTRACTOR shall use its best efforts to utilize medical providers that it has contracted with for provider discounts.

1.21 BILLING HEALTH INSURANCE AND PUBLIC ASSISTANCE RESOURCES. At the time CONTRACTOR arranges for medical or other health care services subject to the cost pass through service, as listed in Section 1.20, CONTRACTOR shall use reasonable efforts to cause payment by insurance or public assistance that a COVERED PERSON has available to him or her.

1.22 US MARSHAL INMATES. With respect to INMATES/DETAINEES in the JAIL pursuant to an agreement between the COUNTY and the US Marshal, CONTRACTOR shall not pay for the cost of any SPECIALTY SERVICES (ON-SITE AND/OR OFF-SITE) incurred on behalf of those US Marshal inmates or seek reimbursement from the COUNTY through the pass through service listed in Section 1.20. Instead, CONTRACTOR shall arrange for the costs for said services to be billed by the provider directly to the U.S. Marshal so that the cost may be paid directly by the U.S. Marshal. Should CONTRACTOR be unable to receive reimbursement on any billings sent to the U.S. Marshal for the cost of such services within a one hundred eighty (180) day period, in the manner as directed by the COUNTY, reimbursement by the COUNTY to CONTRACTOR shall be processed through the pass through service, as listed in Section 1.20.

ARTICLE II
HEALTH CARE STAFF

2.0 STAFFING HOURS. Commencing 12:01 a.m., on April 1, 2021, CONTRACTOR shall provide or arrange for the provision of the HEALTH CARE STAFF necessary to render at the JAIL the health care services contemplated in Article I under the terms set forth below and in accordance with the staffing plan set forth in **Exhibit A and Exhibit B**, attached hereto and made a part hereof in accordance with the MADP. Upon written mutual agreement of the COUNTY and CONTRACTOR, staff may be assigned hours different from those reflected in **Exhibit A and Exhibit B** to provide shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.

2.0.1 Additional hours may be provided if mutually agreed upon by CONTRACTOR and the COUNTY, with at least 24 hours advanced notice.

2.0.2 CONTRACTOR shall provide or arrange for the provision of an on-call physician, a physician's assistant, or a nurse practitioner to be available by telephone or pager 24 hours per day and 7 days per week.

2.0.3 Said hours may be re-allocated and subject to change as determined by mutual written agreement of the COUNTY and CONTRACTOR but shall in all respects be consistent with the medical recommendations of CONTRACTOR MEDICAL DIRECTOR.

2.0.4 CONTRACTOR will provide HEALTH CARE STAFF at the JAIL twenty-four (24) hours a day as set forth in **Exhibit A and Exhibit B based on the MADP** or as otherwise agreed to in writing by CONTRACTOR and the COUNTY.

2.0.5 CONTRACTOR must recruit, interview, hire, train and supervise all HEALTH CARE STAFF, and such HEALTH CARE STAFF must be adequate to meet all conditions and specifications as set forth in this AGREEMENT.

2.1 STAFFING LEVELS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the COUNTY and CONTRACTOR. Such agreements shall be in writing between the parties unless an emergency situation warrants a verbal agreement, which shall be subsequently documented in writing.

2.2 LICENSURE, CERTIFICATION AND REGISTRATION OF HEALTH CARE STAFF. All HEALTH CARE STAFF shall be licensed with the State of Washington, certified or registered, as appropriate, in their respective areas of expertise as required by applicable law. Further, all HEALTH CARE STAFF shall perform only work within the scope of their license and shall be appropriately supervised. All licenses, certificates or registrations shall be in good standing. If requested by the COUNTY, CONTRACTOR shall provide to the COUNTY a copy of the license, certificate or registration of any or all HEALTH CARE STAFF. All CONTACTOR providers will be DATA waivered or x-licensed.

2.3 POSITION SPECIFIC RESPONSIBILITIES. The scope of work of the different types of HEALTH CARE STAFF is identified in **Exhibit A and Exhibit B**, and HEALTH CARE STAFF shall allocate work in accordance.

2.4 MEDICAL DIRECTOR. The MEDICAL DIRECTOR shall be on-site as necessary for CONTRACTOR to provide the health care required by this AGREEMENT and at a minimum the number of hours per week specified in **Exhibit A and Exhibit B**.

2.5 MID-LEVEL PROVIDER. CONTRACTOR'S Nurse Practitioners and/or Physician's Assistants who assist with patients in the clinic and provide general family practice type of clinical care, treatment of injuries, and monitoring of chronic medical conditions shall work the minimum number of hours per week specified in **Exhibit A and Exhibit B**.

2.6 STAFF CHANGES. CONTRACTOR shall not change members of the HEALTH CARE STAFF without prior notice to the JAIL staff with a ranking of Lieutenant or higher. In no event may any HEALTH CARE STAFF provide services at the JAIL without first having undergone security screening as set forth herein and approval by the COUNTY.

2.7 STAFF SCREENING. The COUNTY shall screen CONTRACTOR's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The COUNTY shall have final approval of CONTRACTOR's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance. The COUNTY reserves the right to interview CONTRACTOR employees, or subcontractor employees as part of the security background process. CONTRACTOR shall make all screening determinations regarding the training and competency of HEALTH CARE STAFF to provide medical services under this AGREEMENT.

In addition to the above, prior to performance hereunder, the CONTRACTOR, its employees, subcontractors, and their employees who will be working onsite will present themselves and their government issued identification to the records staff at the Benton County Corrections Department. Fingerprints will be taken and submitted to Washington State Patrol for verification. COUNTY will bill CONTRACTOR in the amount of $34.25 for livescan, or $71.25 if required to ink roll the fingerprint for each employee, subcontractor, and their employees who are required to be fingerprinted. 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 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 CONTRACTOR, 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.

2.8 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide CONTRACTOR written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CONTRACTOR shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the COUNTY within ten (10) business days following CONTRACTOR's receipt of the notice, CONTRACTOR shall remove the individual from providing services at the JAIL within a reasonable time frame considering the effects of such removal on CONTRACTOR's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The COUNTY reserves the right to immediately revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

3.0 UTILIZATION MANAGEMENT. CONTRACTOR shall provide utilization management services and administer medical claims processing for the off-site medical and pharmacy services administered by CONTRACTOR, as set forth in Article I, on behalf of the COUNTY. CONTRACTOR will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY apprised of its utilization management practices.

3.1 QUARTERLY REPORTS. CONTRACTOR shall submit quarterly (unless alternate timeframe noted below) health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the COVERED PERSONS. Said reports shall detail specific statistical data as requested by the COUNTY or its designee. The reports shall include, but not be limited to:

3.1.1 Number of inmates seen by nurses for sick call.
3.1.2 Number of inmates seen by physician/practitioner for sick call.
3.1.3 Number of referrals for outside treatment.
3.1.4 Number of inmates sent to emergency room.
3.1.5 Number of inmates admitted to community hospital.
3.1.6 Number of inmates receiving medication.
3.1.7 Number of inmates screened for TB.
3.1.8 Number of inmates receiving a trustee physical.

3.1.9 Number of grievances received by clinic.
3.1.10 Number of inmate kite requests for services.
3.1.11 Number of inmates seen in response to kite requests.
3.1.12 Number of inmates started by clinic on psychiatric meds.
3.1.13 DOC Services Billing Report w/ Highest Daily COWS Score (Monthly)
3.1.14 Chief Daily Report (Daily)
3.1.15 Active Detoxing Patients Report (Daily)
3.1.16 Any other reports at the rate of $175/hour for additional programming outside the above baseline reports and requested by the County with proper notification.

3.2 OPERATIONAL MEETINGS. The HEALTHCARE SERVICE ADMINISTRATOR shall meet monthly, or as more frequently requested, with the Chief, or their designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary. The CONTRACTOR shall also participate in the weekly multi-disciplinary team meetings.

3.3 MEDICAL RECORDS MANAGEMENT. CONTRACTOR shall provide the following medical records management services and all computer equipment necessary for such services:

3.3.1 MEDICAL RECORDS. CONTRACTOR HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate electronic medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. Upon request, a complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. Prior to transfer, medical staff will prepare an individual health record transfer summary for any inmate being sent to another correctional facility. CONTRACTOR will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records, including those in electronic form, shall be delivered to and remain with the COUNTY, as property of the COUNTY.

3.3.2 ELECTRONIC MEDICAL RECORDS. CONTRACTOR shall provide all necessary software programs to maintain an electronic medical records software program for use at the JAIL. The nature of and terms of use of that software program shall be according to the terms attached hereto as **Exhibit C**. CONTRACTOR shall, pursuant to the terms of **Exhibit C**, have all medical data on all COVERED PERSONS loaded into its medical records software program by the end of the second day after the effective date of the Agreement.

3.3.3 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.3.4 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CONTRACTOR shall make available to the COUNTY, and to jurisdictions entering into contracts with the COUNTY for jail services, unless otherwise specifically prohibited, at the COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to COVERED PERSONS hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CONTRACTOR shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 TESTING AND INOCULATIONS FOR JAIL EMPLOYEES. Upon request of the COUNTY or his/her designee, CONTRACTOR shall arrange, and administer Tuberculosis skin testing, Hepatitis (B) Inoculations and Influenza vaccinations to JAIL employees. Costs for said tests and inoculations which are administered to JAIL employees shall be the responsibility of the COUNTY. Amounts paid by CONTRACTOR will be periodically reconciled with the COUNTY pursuant to Section 8.1.

4.2 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND JAIL VISITORS. CONTRACTOR shall arrange for on-site first response emergency medical care as needed for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.

4.3 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CONTRACTOR is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. Except as set forth in Section 4.2, in no event shall CONTRACTOR be responsible for rendering services and/or for payment of any costs associated with any services rendered to any individual after said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CONTRACTOR shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES incarcerated in a prison or jail elsewhere, on home confinement or house arrest, on work crew under RCW 9.94A.725 or while physically outside the JAIL and on work release under RCW 70.48.210. COUNTY INMATES/DETAINEES on work release will be COVERED PERSONS subject to services from CONTRACTOR pursuant to this AGREEMENT only while physically present at the JAIL.

5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CONTRACTOR shall not be responsible for the cost of providing off-site medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CONTRACTOR shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. CONTRACTOR shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. CONTRACTOR shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CONTRACTOR shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by CONTRACTOR under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a COVERED PERSON as a result of the medical judgment of CONTRACTOR HEALTH CARE STAFF, CONTRACTOR shall be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or their employees, agents or contractors, which results in medical care for COVERED PERSONS, JAIL staff, visitors, or contractors, CONTRACTOR shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, CONTRACTOR shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by CONTRACTOR.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any applicable health information privacy laws. The COUNTY and the Chief shall implement policies and/or procedures in compliance with such laws. The parties have entered into a Business Associate Agreement attached here to as **Exhibit D**.

7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CONTRACTOR shall promptly identify to the COUNTY and/or Lieutenant those COVERED PERSONS with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the JAIL shall make reasonable effort to have such a COVERED PERSON released, transferred or otherwise removed from the correctional setting.

7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the COUNTY shall provide CONTRACTOR, at CONTRACTOR's request, the COUNTY or JAIL records (including medical records) relating to the provision of health care services to COVERED PERSONS, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of COVERED PERSONS (to the extent the COUNTY or JAIL has control of, or access to, such records). CONTRACTOR may request such records in connection with the investigation of, or defense of, any claim by a third party related to CONTRACTOR's conduct or to prosecute a claim against a third party. Any such information provided by the COUNTY to CONTRACTOR that they consider confidential shall be kept confidential by CONTRACTOR and shall not, except as may be required by law, be distributed to any third party without prior written approval by the COUNTY.

7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CONTRACTOR or the COUNTY in rendering any health care services under this AGREEMENT, provided however, that at the Corrections Departments' discretion INMATES/DETAINEES may be used in positions not involving the rendering of health care services and not involving access to medical records in accordance with NCCHC standards.

7.4 SECURITY OF THE JAIL FACILITY AND CONTRACTOR. CONTRACTOR and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CONTRACTOR, as well as for the security of the JAIL and COUNTY'S staff, consistent with a correctional setting. The COUNTY shall provide security sufficient to enable CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the COUNTY while at the JAIL or other premises under the COUNTY's direction or control.

7.5 JAIL POLICIES AND PROCEDURES. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY'S and JAIL Policies and Procedures, which impact the provision of medical services.

7.5.1 A complete set of said JAIL operations Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CONTRACTOR at the JAIL, and CONTRACTOR may make a reasonable number of copies of any specific section(s) it wishes using the JAIL photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to COVERED PERSONS which has not been made available to CONTRACTOR shall not be enforceable against CONTRACTOR unless otherwise agreed upon by both parties.

7.5.3 Any modification of the Policies and Procedures shall be timely provided to CONTRACTOR. CONTRACTOR, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CONTRACTOR.

7.5.4 If any of the COUNTY and/or JAIL Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or JAIL representative and CONTRACTOR shall review the COUNTY and/or JAIL Policies and Procedures and modify or remove those provisions that conflict with CONTRACTOR's Jail Health Care Policies and Procedures.

7.6 DAMAGE TO EQUIPMENT. CONTRACTOR shall not be liable for loss of or damage to equipment and supplies of CONTRACTOR, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY and/or JAIL employees.

7.7 SECURE TRANSPORTATION. The COUNTY shall provide security as necessary and appropriate in connection with the transportation of a COVERED PERSON to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology, laboratory, and radiology services as requested by CONTRACTOR. CONTRACTOR shall coordinate with the DEPARTMENT OF CORRECTIONS for transportation to and from the off-site services provider or hospital.

7.8 RETURN OF EQUIPMENT**.** At the termination of this AGREEMENT, CONTRACTOR shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the COUNTY shall provide for all the non-medical personal needs and services of COVERED PERSONS as required by law. CONTRACTOR shall not be responsible for providing, or liable for failing to provide, non-medical services to COVERED PERSONS, including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

7.10 JAIL POPULATION INFORMATION**.** In order to assist CONTRACTOR in providing the best possible health care services to COVERED PERSONS, the COUNTY shall provide, as needed, information pertaining to the COVERED PERSON that CONTRACTOR and COUNTY mutually identify as reasonable and necessary for CONTRACTOR to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII
COMPENSATION/ADJUSTMENTS

8.0 MONTHLY PAYMENTS**.** The base monthly amount to be paid by the COUNTY to CONTRACTOR under this AGREEMENT shall be in accordance with the staffing models provided in Exhibit A and Exhibit B. Which staffing model in affect during the term of this AGREEMENT shall be determined by the preceding two (2) months' MADP for the Jail. Thirty (30) days prior to the effective date of this AGREEMENT the COUNTY shall provide CONTRACTOR with its previous month's MADP which shall be used to determine the initial staffing model to be implemented under this AGREEMENT (Exhibit A or Exhibit B). Year 1 pricing for the first twelve (12) months of the AGREEMENT shall be as follows:

Exhibit A - Pricing	MADP Zero to 500
Year 1 - Monthly Amount	$215,229.75

Exhibit B - Pricing	MADP 501 to 650
Year 1 - Monthly Amount	$253,891.07

8.0.1 Year 2. Effective April 1, 2022, the monthly amount to be paid by the COUNTY to CONTRACTOR for the second twelve (12) months of this Agreement shall be as follows:

Exhibit A - Pricing	MADP Zero to 500
Year 2 - Monthly Amount	$221,686.65

Exhibit B - Pricing	MADP 501 to 650
Year 2 - Monthly Amount	$261,507.80

8.0.2 Year 3. Effective April 1, 2023, the base monthly amount to be paid by the COUNTY to CONTRACTOR for the third twelve (12) months of this Agreement shall be as follows:

Exhibit A - Pricing	MADP Zero to 500
Year 3 - Monthly Amount	$228,337.25

Exhibit B - Pricing	MADP 501 to 650
Year 3 - Monthly Amount	$269,353.03

8.1 MONTHLY INVOICING PROCESS. Each month following the provision of services under this AGREEMENT, CONTRACTOR will provide a monthly invoice for base compensation fees addressed in Section 8.0 above to the COUNTY. The COUNTY shall pay the invoice within thirty (30) days of receipt. Such invoice shall reflect all amounts owed by either party pursuant to this AGREEMENT.

8.1.1 ADJUSTMENT FOR CHANGES TO MADP. The monthly amount and staffing levels may be adjusted according to the tables above when the MADP has been above or below 500 for two consecutive months.

8.1.2 ADJUSTMENT FOR STAFFING CHANGES. The monthly invoice shall include an adjustment based on the staffing hours provided in **Exhibit A and Exhibit B**. For each month invoice, if the parties have mutually agreed to reduce the staffing hours to less than those in **Exhibit A and Exhibit B,** then CONTRACTOR will issue a credit to the COUNTY for the difference between the hours contracted and the hours provided at the current hourly rate paid to the employee in the reconciled position. If mutually agreed upon by the parties that actual staffing hours are to exceed those in **Exhibit A and Exhibit B**, then the compensation payable to CONTRACTOR by the COUNTY shall be increased by the difference between hours provided and hours contracted at the current hourly rate paid to the employee in the reconciled position, plus overtime if applicable.

8.1.3 ADJUSTMENT FOR PASS THROUGH COSTS. The monthly invoice shall include any amounts paid by CONTRACTOR pursuant to Section 1.20. The compensation payable to CONTRACTOR by the COUNTY shall be increased by any costs paid by CONTRACTOR pursuant to Section 1.20.

8.1.4 BILLING REQUIREMENTS FOR MONTHLY PHARMACEUTICAL & OFFSITE MEDICAL SERVICES. The CONTRACTOR shall provide the following detailed information.

8.1.3.1 Pharmacy Reimbursements: date of service, INMATE/DETAINEE's name, INMATE/DETAINEE's jacket number, amount charged, name of drug, quantity, credit amount for return.

8.1.3.2 Pharmacy Credits: date prescription returned, and quantity returned.

8.1.3.3 Professional Services: date of service, INMATE/DETAINEE's name, date of birth, INMATE/DETAINEE's jacket number, amount charged, medical provider, services provided, and additional information on date of credit.

8.1.5 ADJUSTMENT FOR JAIL EMPLOYEE INOCULATIONS. The monthly invoice shall include any amounts paid by CONTRACTOR for Tuberculosis skin testing, Hepatitis (B) Inoculations and Influenza vaccinations to JAIL employees administered to the JAIL employees as listed in Section 4.1.

ARTICLE IX
TERM AND TERMINATION

9.0 TERM. The term of this AGREEMENT shall be from April 1, 2021, at 12:01 a.m., through March 31, 2024, at 11:59 p.m. unless this AGREEMENT is earlier terminated or other notice of termination is given, as set forth in this Article.

9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the COUNTY.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CONTRACTOR, the COUNTY shall act in good faith and make every effort to give CONTRACTOR reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CONTRACTOR.

9.2 TERMINATION DUE TO CONTRACTOR'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CONTRACTOR in the event that CONTRACTOR discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law. Both parties agree that termination under this provision will be considered without cause.

9.3 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

9.3.1 TERMINATION BY CONTRACTOR. Failure of the COUNTY to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CONTRACTOR, who shall provide sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to CONTRACTOR. If the COUNTY provides a written response to CONTRACTOR that provides an adequate explanation for the "basis for termination" to the satisfaction of the CONTRACTOR, or the COUNTY cures the "basis for termination" the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CONTRACTOR.

9.3.2 TERMINATION BY COUNTY. Failure of CONTRACTOR to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination", except that ten (10) days' notice of termination may be elected by the COUNTY if termination is required by an outside governmental agency, such as OSHA or the Department of Health, for non-compliance or shutdown of the medical facilities at the JAIL, or if CONTRACTOR fails to maintain required insurance policies. The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. If a ten (10) day notice of termination is given, CONTRACTOR shall not have a right to cure the "basis for termination." Upon receipt of a written sixty (60) day notice, CONTRACTOR shall have ten (10) days to provide a written response

to the COUNTY. If CONTRACTOR provides a written response to the COUNTY which provides an adequate explanation for the "basis of termination" to the satisfaction of the COUNTY or CONTRACTOR cures the "basis for termination" the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to the COUNTY.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or CONTRACTOR may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving one hundred eighty (180) days advance written notice to the other party.

9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CONTRACTOR for all services rendered by CONTRACTOR up to the date of termination of the AGREEMENT regardless of the COUNTY'S failure to appropriate funds, less any required mitigation costs incurred by the COUNTY. COUNTY agrees that invoicing and payments associated with services rendered by CONTRACTOR through the termination date will not necessarily cease as of the effective termination date, and acknowledge that CONTRACTOR will submit additional invoices for services and payment rendered by CONTRACTOR to COUNTY for reimbursement of any and all costs in which CONTRACTOR is not responsible for that were incurred prior to the effective termination date.

9.6 PAYMENT OF PASS THROUGH EXPENSES UPON TERMINATION OR EXPIRATION OF AGREEMENT. Upon the effective date of termination or expiration of this AGREEMENT, the administration of expenses listed in Section 1.20 shall be handled as follows:

9.6.1 CONTRACTOR shall not be responsible for administration or payment of pass through expenses, and all subsequent invoices received by CONTRACTOR for pass through expenses shall be promptly forwarded to the COUNTY for payment. CONTRACTOR shall also advise the providers to bill the COUNTY directly for any services not yet billed.

9.7 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CONTRACTOR shall be allowed to remove from the JAIL any supplies purchased by CONTRACTOR and not paid for by the COUNTY that have not been used at the time of termination. CONTRACTOR shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, and its equipment, to include its EMR, all Manuals, Training Material, and/or other forms.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

10.0 INSURANCE COVERAGE. CONTRACTOR shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/Professional Liability insurance in an amount not less than $2,000,000 per occurrence and $7,500,000 in the aggregate.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of CONTRACTOR's services defined in this AGREEMENT. Coverage shall not exclude hazards related to the work rendered as part of the AGREEMENT or within the scope of CONTRACTOR's services as defined by this

AGREEMENT. CONTRACTOR may utilize excess liability insurance coverage to meet the professional liability coverage limits stated above.

10.0.2 COMMERCIAL GENERAL LIABILITY AND EMPLOYERS LIABILITY INSURANCE. Prior to the start of work under this AGREEMENT, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect CONTRACTOR from claims for bodily injury, personal injury and property damage, which may arise from any actions or inactions under this AGREEMENT by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$7,500,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Personal Injury and Advertising Injury
$2,000,000 Each Occurrence

CONTRACTOR may utilize excess liability insurance coverage to meet the stated general liability limits outlined above. The minimum Umbrella (excess liability policy) or additional limits shall be as follows:

$5,000,000 Each Occurrence
$5,000,000 Annual Aggregate

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

CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this AGREEMENT and does not exclude liability pursuant to the indemnification requirement under Section 10.1.

CONTRACTOR shall also provide 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

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

10.0.4 WORKERS COMPENSATION. CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this AGREEMENT, workers compensation coverage shall be provided for all employees of CONTRACTOR. Coverage shall include bodily injury (including death)

by accident or disease, which arises out of or in connection with the performance of this AGREEMENT. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

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

10.0.5 OTHER PROVISIONS. For "claims made" policies, the retroactive date shall be prior to or coincident with the effective date of this AGREEMENT. CONTRACTOR is required to maintain claims made medical malpractice/professional liability insurance, commercial general liability insurance and any other claims made policies that may be required, for a minimum of 36 months after the effective date of termination or completion of this AGREEMENT. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the AGREEMENT effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the termination of this AGREEMENT. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

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

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

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

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.

The insurance limits mandated for any insurance coverage required by this AGREEMENT are not intended to be an indication of exposure nor are they limitations on indemnification.

CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this AGREEMENT, except for medical

malpractice/professional liability under Section 10.0.1 and commercial general liability under Section 10.0.2, shall be written on an Occurrence Policy form.

CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this AGREEMENT. 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 CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

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

10.0.6 VERIFICATION OF COVERAGE AND ACCEPTABILITY OF INSURERS. All insurance required under this AGREEMENT shall be issued by companies authorized to do business under the laws of the State of Washington and 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 COUNTY Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

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

Certificates of liability insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 12.8.

All written notices under this Section 10.0 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 12.8.

CONTRACTOR or its broker shall provide a copy of any and all declaration pages and certificates of insurance evidencing coverage specified in this AGREEMENT upon request of the COUNTY Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336. Upon request, CONTRACTOR shall also provide a copy of any policy required under this AGREEMENT if circumstances arise that cause the COUNTY to question the language of one or more provisions of any policy.

10.1 INDEMNIFICATION. CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act,

conduct, misconduct or omission of CONTRACTOR, its agents, employees, or independent contractors in connection with the performance or nonperformance of its duties under this AGREEMENT, provided, however, that CONTRACTOR shall have no duty or obligation to indemnify the COUNTY for any claims, losses, damages, lawsuits, costs, judgments or expenses arising out of or resulting from: (1) any negligent or intentional act or acts or other omission(s) attributable to the COUNTY, its employees and/or its agents or contractors; (2) any act, conduct, misconduct or omission of the COUNTY, its employees and/or its agents or contractors arising out of the provision of mental health services or any failure to provide such services by the COUNTY and/or its agents or contractors; (3) the COUNTY, its employees and/or its agents preventing an inmate from receiving medical care ordered by CONTRACTOR or its agents; or (4) failure by the COUNTY, its employees or agents to exercise good judgment in promptly presenting an ill or injured inmate to CONTRACTOR for treatment. The COUNTY agrees to promptly notify CONTRACTOR in writing of any claim for damages or lawsuit of which they become aware involving CONTRACTOR's services under this Agreement and shall fully cooperate in the defense of such claim or lawsuit. The COUNTY agrees that CONTRACTOR's indemnification and defense obligations do not apply for any costs or expenses, including attorney's fees or settlements, incurred or effected prior to written notice to CONTRACTOR as set forth above. Upon written notice of claim, CONTRACTOR shall take all steps necessary to promptly defend and protect the COUNTY, its officials, agents and employees from an indemnified claim, including retention of defense counsel, and CONTRACTOR shall retain sole control of the defense while the action is pending, to the extent allowed by law.

In any and all claims against the COUNTY, its officials, employees and agents by any employee of CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under 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 CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that CONTRACTOR expressly waives any immunity CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington provided, however, CONTRACTOR's waiver under this paragraph does not apply with respect to any claims by CONTRACTOR's employees directly against CONTRACTOR. By executing this AGREEMENT, 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 CONTRACTOR makes with any subcontractor or agent performing work hereunder.

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 CONTRACTOR, CONTRACTOR's employees, agents or subcontractors.

10.2 HIPAA. CONTRACTOR, the COUNTY, JAIL, and COUNTY and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, JAIL and their employees and agents shall indemnify and hold harmless CONTRACTOR from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the JAIL and their employees, agents and subcontractors, unless such claims are proven to be caused by the negligence or willful misconduct of CONTRACTOR.

ARTICLE XI
CONTRACTOR WARRANTIES AND REPRESENTATIONS

11.0 CONTRACTOR warrants and represents that the following shall remain true throughout the term of this AGREEMENT:

11.0.1 Each physician and other medical professional CONTRACTOR procures to provide services pursuant to this AGREEMENT is duly licensed to practice medicine in the State of Washington and such license is without restriction and maintains all other necessary certifications, licensees, and qualifications to provide the services specified hereunder.

11.0.2 CONTRACTOR is duly incorporated, validly existing, and in good standing under the laws of the State of Washington, and the execution, delivery, and performance of this AGREEMENT has been duly authorized by all necessary corporate action.

11.0.3 CONTRACTOR shall comply with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory accreditation bodies relating to the services to be performed hereunder as well as well legal and regulatory compliance obligations applicable to this AGREEMENT.

11.1 CONTRACTOR warrants and represents that the qualifications and hours of HEALTH CARE STAFF provided at the JAIL under this AGREEMENT constitute, in the opinion of CONTRACTOR's MEDICAL DIRECTOR, appropriate staffing to administer the health care services required under this AGREEMENT **as set forth in Exhibit A and Exhibit B.**

ARTICLE XII
MISCELLANEOUS

12.0 INDEPENDENT CONTRACTOR STATUS**.** It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which the COUNTY and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT. Neither CONTRACTOR nor any of its employees, agents, or subcontracts shall have any claim against the COUNTY for vacation pay, sick leave, salary, or other forms of compensation, disability benefits, unemployment insurance benefits, or employee benefits of any kind. CONTRACTOR shall be solely responsible with respect to, and shall promptly pay or withhold, as required, all taxes or sums due to the federal, state and local taxing authorities with respect to CONTRACTOR and CONTRACTOR's employees, agents, or subcontractors. CONTRACTOR shall indemnify and hold the COUNTY harmless from any claims, taxes, penalties, damages or losses caused by CONTRACTOR's breach resulting from the failure to withhold or pay such sums.

12.1 SUBCONTRACTING**.** In performing its obligations under the AGREEMENT, it is understood that CONTRACTOR is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CONTRACTOR may engage physicians as independent contractors ("Contract Physicians"), rather than employees, in order to supply the clinical services required under this AGREEMENT. CONTRACTOR shall engage Contract Physicians that meet

the applicable professional licensing requirements and are eligible to participate in (i.e. have not been excluded from) any federal, state or private payor health care program, and CONTRACTOR shall exercise administrative supervision over such Contract Physicians as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. CONTRACTOR shall immediately inform the COUNTY in the event that a Contract Physician becomes ineligible to provide the services set forth herein, because of loss of licensure or otherwise, and shall remove the Contract Physician and promptly provide a suitable replacement. Contract Physicians shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Physician is required to exercise and in accordance with acceptable standards of care and principles of professional ethics. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

12.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or Chief designate CONTRACTOR as their agent to assert such rights and privileges.

12.3 EQUAL EMPLOYMENT OPPORTUNITY**.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

12.4 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

12.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CONTRACTOR is not bound by other existing contracts to which either the COUNTY or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

12.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

12.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this AGREEMENT without the prior written consent of the other parties; provided however, that CONTRACTOR may assign its rights or delegate its duties to an affiliate of CONTRACTOR, or in connection with the sale of all or substantially all of the stock, assets or business of CONTRACTOR, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

12.8 NOTICES**.** Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to the persons listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if emailed to the parties listed below:

If for CONTRACTOR:
Bradford McLane, CEO
2090 Columbian Road, Suite 4000
Birmingham, AL 35216
Email: brad.mclane@naphcare.com
Phone: (205) 536-8400

If for COUNTY:
Scott Souza, Chief of Corrections
7122 W. Okanogan Place, Bldg.
Kennewick, WA 99336
Email: Scott Souza@co.benton.wa.us
Phone: (509) 222-3787

With copy to:
Legal Department
2090 Columbiana Road, Suite 4000
Birmingham, AL 35216
Email: legaldepartment@naphcare.com

With copy to:
Benton County Commissioners
620 Market Street
Prosser, WA 99350
Email: Commissioners@co.benton.wa.us

Such person, address or email may be changed from time to time by either party by providing written notice as provided above.

12.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of laws or rules of any jurisdiction.

12.10 EXECUTION AUTHORITY. By their signature below, each signatory individually certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this AGREEMENT on behalf of such party, and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

12.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: Article IX, Article X and Article XI.

12.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

12.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

12.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

12.15 QUALITY ASSURANCE.

12.15.1 CONTRACTOR shall provide care in accordance with standard quality of care for each specified medical service in accordance with NCCHC standards.

12.15.2 The COUNTY retains the right to review all documents used to conduct health care operations at the Jail with reasonable notice, either via COUNTY staff or its agent(s). The COUNTY also retains the right to have its employees or agents review patient medical records at any time without notice and in a manner consistent with state and federal laws and regulations. If CONTRACTOR uses an EMR the CONTRACTOR will provide independent access to the COUNTY's employees or agents for read-only access.

12.15.3 CONTRACTOR is expected to provide care which is timely and clinically appropriate. The COUNTY retains the right to audit clinical performance against this and the other requirements of the AGREEMENT. Such audit may include review of documents chosen/sampled by the COUNTY in a manner chosen by the COUNTY, including random and purposive methods.

12.16 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

This section was intentionally left blank

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same, and it is effective on April 1, 2021.

AGREED TO AND ACCEPTED AS STATED ABOVE:

COUNTY OF BENTON, WASHINGTON

By: _____
Jerome Delvin, Chairman

Title: Benton County Commissioner

Date: _____

By: _____
Ryan Lukson

Title: Civil Deputy Prosecuting Attorney

Date: _____

NAPHCARE, INC.

By: _____
Bradford T. McLane

Title: Chief Executive Officer

Date: 3/18/2021

Exhibit A – Fee and Pricing Schedule for Staffing Level of MDAP Zero to 500 Inmates

Exhibit A - Fee and Pricing Schedule for Staffing Level of MADP Zero to 500 Inmates List titles and the number of hours per day included in the pricing below.									
Position Title	**Mon**	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**	**Hours**	**FTE**
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Director					2.000			2	0.050
NP/PA	8.000	4.000	4.000	4.000				20	0.500
Charge RN/Sick Call	8.000	8.000	8.000	8.000	8.000	8.000	8.000	56	1.400
Medical Assistant/Pharmacy Tech.	8.000	8.000	8.000	8.000	8.000			40	1.000
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
Night Shift									
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200

Total FTEs 16.550

Table 1 - Monthly Average Daily Population of Zero to 500. **Total FTEs Table 1 = 16.550**

Pricing	MADP Zero to 500
Year 1 - Monthly Amount	$ 215,229.75
Year 2 - Monthly Amount	$ 221,686.65
Year 3 - Monthly Amount	$ 228,337.25

Exhibit B – Fee and Pricing Schedule for Staffing Level of MDAP 501 to 650 Inmates

Exhibit B - Fee and Pricing Schedule for Staffing Level of MADP 501 to 650 Inmates List titles and the number of hours per day inlcuded in the pricing below.									
Position Title	**Mon**	**Tues**	**Wed**	**Thurs**	**Fri**	**Sat**	**Sun**	**Hours**	**FTE**
Health Services Administrator	8.000	8.000	8.000	8.000	8.000			40	1.000
Director of Nursing	8.000	8.000	8.000	8.000	8.000			40	1.000
Medical Director			8.000					8	0.200
NP/PA	8.000	8.000	8.000	8.000	8.000			40	1.000
Charge RN/Sick Call	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Medical Assistant/Pharmacy Tech.	8.000	8.000	8.000	8.000	8.000			40	1.000
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200
Night Shift									
Registered Nurse - Booking	12.000	12.000	12.000	12.000	12.000	12.000	12.000	84	2.100
Licensed Practical Nurse	24.000	24.000	24.000	24.000	24.000	24.000	24.000	168	4.200

Total FTEs 18.900

Table 2 - Monthly Average Daily Population of 501 to 650. **Total FTEs Table 2 = 18.900**

Pricing	MADP 501 to 650
Year 1 - Monthly Amount	$ 253,891.07
Year 2 - Monthly Amount	$ 261,507.80
Year 3 - Monthly Amount	$ 269,353.03

EXHIBIT C

CONTRACTOR shall provide its proprietary electronic medical records (EMR) system commonly referred to as "TechCare®" for use in the JAIL. CONTRACTOR shall maintain ownership of this software and at the termination or expiration of this AGREEMENT, CONTRACTOR shall remove the EMR. Before removal, all COVERED PERSON's medical data contained by the software shall be provided to the COUNTY and/or JAIL in an acceptable media format.

During the term of the AGREEMENT, COUNTY and/or JAIL shall keep this EMR and all information pertaining to it confidential at all times. Furthermore, the COUNTY and/or JAIL and or its agents hereby agree that they will not:

(i) Lease, loan, resell, sublicense or otherwise distribute the EMR to parties who are not related COUNTY governmental entities;

(ii) Permit third-party access to, or use of, the EMR, except as permitted in within this AGREEMENT;

(iii) Create derivative works based on the EMR;

(iv) Reverse engineer, disassemble, or decompile the EMR; or

(v) Remove any identification or notices contained on the EMR.

The COUNTY and/or JAIL will notify CONTRACTOR in the event any party becomes aware of any unauthorized third-party access to, or use of, the EMR. CONTRACTOR shall be responsible for providing a firewall, maintenance, backup data, virus protection, and licenses for this EMR.

Furthermore, the parties agree as follows:

In order for CONTRACTOR to efficiently populate the EMR with patient data by the end of the second day that CONTRACTOR begins to provide the contracted services, the entire medical record of each COVERED PERSON shall be provided to CONTRACTOR in a single file of PDF format. Each file will be named with the COVERED PERSON(S) having a unique identifier matching the JAIL management system's identifier for the COVERED PERSON(S), should one so exist. All exporting of data by CONTRACTOR shall occur based upon the following provisions:

- Export in CSV format of all allergies for all active COVERED PERSON(S) using the COVERED PERSON(S) unique identifier.
- Export in CSV of all active medication for all active COVERED PERSON(S) using their unique identifier.
- Export in CSV or Human Readable format of all pending appointments, for MD, RN, Dental, Xray the COVERED PERSON(S) unique identifier.
- Export in CSV or Human Readable of all pending external medical appointments (Off-site) that are scheduled using the COVERED PERSON(S) unique identifier.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "***BAA***") is made and entered into between NaphCare, Inc. ("***NaphCare***"), and the party identified on the signature page of this BAA ("***Customer***").

Customer is a Covered Entity, or is a Business Associate to one or more Covered Entities, that possesses information about individuals that is protected under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (commonly referred to as the "HITECH Act"), and the regulations promulgated under the foregoing from time to time by the United States Department of Health and Human Services (collectively, as amended from time to time, "***HIPAA***").

Customer and NaphCare have entered into one or more agreements (collectively, the "***Agreement***") pursuant to which NaphCare will provide certain services to Customer (the "***Services***"), and in the course of providing the Services, Customer may make available to NaphCare or have NaphCare obtain or create on its behalf information that may be deemed protected health information subject to the provisions of HIPAA.

In order to comply with the applicable provisions of HIPAA, the parties agree as follows:

1. Definitions.

1.1 Capitalized terms used but not otherwise defined in this BAA shall have the meanings ascribed in HIPAA (whether or not such terms are capitalized therein).

1.2 "***Effective Date***" means the date indicated on the signature page of this BAA or, if later, the first date upon which NaphCare receives or creates PHI.

1.3 "***PHI***" means Protected Health Information received by NaphCare from or on behalf of Customer or created by NaphCare for or on behalf of Customer.

2. Permitted Uses. NaphCare may use PHI only as permitted or required by this BAA for the following purposes:

(i) as necessary to provide the Services;

(ii) to carry out its legal responsibilities;

(iii)for the proper business management and administration of NaphCare;

(iv)to provide Data Aggregation services relating to the Health Care Operations of Customer to the extent, if any, necessary or requested pursuant to the Services; and

(v) as Required By Law.

3. Permitted Disclosures. NaphCare may disclose PHI only as permitted or required by this BAA for the following purposes:

(i) as necessary to provide the Services;

(ii) for the proper business management and administration of NaphCare or to carry out its legal responsibilities, if NaphCare has obtained reasonable assurances that the recipient will (A) hold such PHI in confidence, (B) use or further disclose it only for the purpose for which it was received or as Required By Law, and (C) notify NaphCare of any instance of which the recipient becomes aware in which the confidentiality of such PHI has been breached;

(iii)for the proper business management and administration of NaphCare or to carry out its legal responsibilities, if Required By Law; and

(iv)as otherwise Required By Law;

provided, however, that any disclosure to an agent or subcontractor of NaphCare shall be pursuant to a written agreement between NaphCare and such agent or subcontractor containing substantially the same restrictions and conditions on the use and disclosure of PHI as are set forth in this BAA.

3.1 Transfer of PHI.

NaphCare and/or Customer may transfer PHI via encrypted or secure email or via other means permitted by law. Said transfer shall only disclose the minimum necessary PHI.

4. Prohibited Uses and Disclosures. Subject to Customer's compliance with its obligations set forth in Section 14 as applicable, NaphCare shall not use or further disclose PHI in a manner that would violate HIPAA if done by the Customer. NaphCare shall not sell PHI or use or disclose PHI for purposes of marketing or fundraising. Unless Customer gives its prior, express written consent, NaphCare shall not de-identify any PHI except as necessary to provide the Services, and unless expressly provided otherwise in a written agreement between the parties, (i) as between NaphCare and Customer all de-identified PHI shall be and remain exclusively the property of Customer, (ii) NaphCare assigns to Customer all of NaphCare's right, title, and interest therein, if any, and (iii) NaphCare shall not use any such de-identified PHI for any purpose other than to provide the Services and shall not disclose the same to any third party except with the prior written consent of Customer or as otherwise required by applicable law or upon the order of a court of competent jurisdiction.

5. Safeguards. NaphCare shall establish and maintain appropriate safeguards intended to prevent use or disclosure of PHI other than as provided in this BAA. Without limiting the foregoing, NaphCare shall establish and maintain, in compliance with HIPAA and any applicable guidance issued pursuant thereto, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI that is Electronic Protected Health Information or any other Electronic Protected Health Information maintained or transmitted by NaphCare for or on behalf of Customer, and NaphCare shall establish and maintain policies and procedures, and comply with the documentation requirements, set forth in HIPAA. In the event PHI is maintained and not disposed of, said PHI may be stored in a technical format as determined by NaphCare to be safe and secure. Said format may include on-site computer servers maintained by NaphCare or off-site cloud based secure storage.

6. Reports to Customer; Breach Notification.

6.1 Without unreasonable delay and in no case later than 10 days after discovering a Breach involving PHI that is Unsecured Protected Health Information, NaphCare shall report such Breach to Customer in writing, setting forth the date of discovery thereof, the identities of affected individuals (or, if such identities are unknown at that time, the classes of such individuals), a general description of the nature of the incident, and such other information as is required pursuant to HIPAA or reasonably requested by Customer. For purposes hereof, a Breach shall be deemed discovered by NaphCare when it is known to NaphCare or, by exercising reasonable diligence, would have been known to NaphCare.

6.2 NaphCare shall report to Customer in writing any use or disclosure of PHI that is not permitted by this BAA, other than a Breach involving PHI that is Unsecured Protected Health Information, within 30 days of NaphCare's discovery thereof.

6.3 NaphCare shall report to Customer in writing any Security Incident involving PHI that is Electronic Protected Health Information within 30 days of NaphCare's discovery thereof. The parties acknowledge and agree that this section constitutes notice by NaphCare to Customer of the ongoing occurrence of incidents that may constitute Security Incidents but that are trivial and do not result in unauthorized access, use, or disclosure of PHI that is Electronic Protected Health Information, including without limitation pings and other broadcast attacks on NaphCare's firewall, port scans, unsuccessful log-on attempts, and denials of service, for which no additional notice to Customer shall be required.

7. Reimbursement; Mitigation. NaphCare shall reimburse Customer for all reasonable and necessary out-of-pocket costs incurred by Customer to provide required notices of a Breach involving PHI that is Unsecured Protected Health Information, and NaphCare shall take all actions reasonably necessary and cooperate with Customer as reasonably requested to mitigate, to the extent practicable, any harmful effect of such occurrence.

8. Minimum Necessary. NaphCare shall request, use, and disclose only the minimum amount of PHI necessary to provide the Services.

9. Access and Amendment. With respect to an Individual as to whom NaphCare maintains PHI, NaphCare shall notify Customer promptly upon receipt of a request from such an Individual for access to or a copy of such Individual's PHI or to amend such Individual's PHI. To the extent permitted under HIPAA, and except as otherwise required upon the order of a court of competent jurisdiction, (i) NaphCare shall direct such Individual to make such request of Customer and (ii) NaphCare shall not consent to such access, deliver such copy, or comply with such request except as directed by Customer. With respect to PHI maintained by NaphCare in a Designated Record Set, to the extent required by HIPAA of a Covered Entity, NaphCare shall (i) make available PHI to Individuals or Customer, as requested by Customer and in accordance with HIPAA, and (ii) upon receipt of notice from Customer, promptly amend any portion of the PHI so that Customer may meet its amendment obligations under HIPAA.

10. Accounting for Disclosures. NaphCare shall document all disclosures of PHI by NaphCare and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. NaphCare shall maintain such information for the applicable period set forth in HIPAA. NaphCare shall deliver such information to Customer or, upon Customer's request, to the Individual, in the time and manner reasonably designated by Customer, in order for Customer to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA. The obligations set forth in this section shall survive the expiration or any termination of this BAA and shall continue, as to a given instance of a disclosure, until the earlier of (i) the passing of the time required for such information to be maintained pursuant to HIPAA or (ii) the delivery to Customer of all such information in a form and medium reasonably satisfactory to Customer and the return or destruction of all PHI as provided in this BAA.

11. Additional Restrictions. If Customer notifies NaphCare that Customer has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to HIPAA, NaphCare shall be bound by such additional restrictions and shall not use or disclose PHI in violation of such additional restrictions.

12. Audit. If NaphCare receives a request, made on behalf of the Secretary of the Department of Health and Human Services, that NaphCare make its internal practices, books, and records relating to the use or disclosure of PHI available to the Secretary of the Department of Health and Human Services for the purposes of determining Customer's or NaphCare's compliance with HIPAA, NaphCare promptly shall notify Customer of such request and, unless enjoined from doing so by order of a court of competent jurisdiction in response to a challenge raised by Customer or NaphCare (which challenge NaphCare shall not be obligated to raise), NaphCare shall comply with such request to the extent required of it by applicable law. Nothing in this BAA shall waive any attorney-client privilege or other privilege applicable to either party.

13. Remuneration. NaphCare shall not receive remuneration, directly or indirectly, in exchange for PHI; provided, however, that this prohibition shall not affect payment to NaphCare by Customer pursuant to the Services.

14. Obligations of Customer. Customer shall (i) notify NaphCare of any limitation in Customer's Notice of Privacy Practices to the extent that such limitation may affect NaphCare's use or disclosure of PHI, (ii) notify NaphCare of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change may affect NaphCare's use or disclosure of PHI, (iii) notify NaphCare of any restriction on the use or disclosure of PHI to which Customer has agreed in accordance with HIPAA, to the extent that such restriction may affect NaphCare's use or disclosure of PHI, and (iv) obtain any authorization or consents as may be Required by Law for any of the uses or disclosures of PHI pursuant to the Services.

15. Term and Termination. This BAA shall become effective on the Effective Date and shall

continue in effect until the earlier to occur of (i) the expiration or termination of the Agreement or (ii) termination pursuant to this section. Either party may terminate this BAA effective immediately if it determines that the other party has breached a material provision of this BAA and failed to cure such breach within 30 days of being notified by the other party of the breach. If the non-breaching party reasonably determines that cure is not possible, such party may terminate this BAA effective immediately upon written notice to other party.

16. Effect of Termination. Upon termination of this BAA, NaphCare shall deliver to Customer the disclosure accounting information as provided in this BAA and (i) if feasible, return to Customer or destroy all PHI that NaphCare maintains in any form and retain no copies of such PHI, or (ii) if return or destruction is not feasible, notify Customer and extend the protections of this BAA to the PHI and limit its further use or disclosure to those purposes that make the return or destruction of the PHI infeasible. The requirements of this section shall survive termination or expiration of this BAA and shall be in force as long as any PHI remains in the custody or control of NaphCare.

17. Miscellaneous.

17.1 Amendments. This BAA may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, that upon the enactment of any law or regulation affecting the use or disclosure of PHI, or on the publication of any decision of a court of competent jurisdiction relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Customer may, by written notice to NaphCare, propose to amend this BAA in such a manner as Customer reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless NaphCare rejects such amendment by written notice to Customer within 30 days thereafter, in which case, either party may terminate this BAA by written notice to the other.

17.2 Notices. Notices and reports given under this BAA shall be in writing and sent to NaphCare at Attn: Privacy and Security Officer, NaphCare, Inc., 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216, and to Customer at the address shown on the signature page hereof. Such notices shall be deemed delivered (i) when personally delivered, (ii) on the second business day after deposit, properly addressed and postage pre-paid, when sent by certified or registered U.S. mail to the address provided herein, or (iii) on the next business day when sent with next-business-day instruction by recognized overnight document delivery service to the address provided herein.

17.3 Governing Law. This BAA shall be governed and construed under the laws of the state that governs the Agreement, other than its conflicts of laws principles.

17.4 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

17.5 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

17.6 Interpretation. In the event of an inconsistency between the provisions of this BAA and mandatory provisions of HIPAA, as amended, or its interpretation by any court or regulatory agency with authority over either party hereto, HIPAA (interpreted by such court or agency, if applicable) shall control. Where provisions of this BAA are different from those mandated under HIPAA, but are nonetheless permitted by such rules as interpreted by relevant courts or agencies, the provisions of this BAA shall control.

17.7 Counterparts. This BAA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Such counterparts may be delivered in faxed or scanned electronic form, and each shall be deemed an original.

IN WITNESS WHEREOF, NaphCare and Customer have caused this BAA to be executed and delivered by their duly authorized representatives as of the Effective Date.

Benton County (Customer):	**NaphCare:**
By: _____	By: _____
Name: Jerome Delvin, Chairman	Name: Bradford McLane
Title: Benton County Commissioner	Title: CEO

Customer Name:	Benton County
Customer Address (for notices):	Benton County Corrections Department
	7122 W Okanogan Place, Bldg. B
	Kennewick, WA 99336
	Scott.Souza@co.benton.wa.us
Effective Date:	_____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	Awarding and executing a contract with Apollo Mechanical Contractors for Jail Boiler Replacement Project
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

Bids were solicited for the replacement of two boilers for the Benton County Jail utilizing the MRSC Small Works Roster and five bids were received in the amounts below:

Apollo Mechanical Contractors, Kennewick, WA (APOLLMC864JQ)	$ 134,242.00
BNB Mechanical, LLC, Kennewick, WA (BNBMEML845KB)	$ 161,168.00
MacDonald-Miller Facility Solutions, LLC, Kennewick, WA (MACDOMF972BF)	$ 179,539.00
Mid-Mountain Boiler & Steam, Inc., Nine Mile Falls, WA (MIDMOMB944RA)	$ 182,142.00
Northwest Thermal Hydronics, LLC, Rainier, WA (NORTHTH877PP)	$ 218,000.00

Fiscal Impact

Amount: $134,242.00 excluding W.S.S.T.

Fund: 1/10th Criminal Justice Fund (Fund # 0133-101)

Recommendation

Award the contract for Jail Boiler Replacement in an amount not to exceed $134,242.00 to Apollo Mechanical Contractors and authorize the Chairman 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 THE CONTRACT FOR THE JAIL BOILER REPLACEMENT PROJECT TO APOLLO MECHANICAL CONTRACTORS OF KENNEWICK, WA AND AUTHORIZING THE CHAIRMAN TO SIGN SAID CONTRACT

WHEREAS, bids were solicited for the replacement of two boilers for the Benton County Jail; and

WHEREAS, five bids were received in the amounts below:

Apollo Mechanical Contractors, Kennewick, WA (APOLLMC864JQ)	$ 134,242.00
BNB Mechanical, LLC, Kennewick, WA (BNBMEML845KB)	$ 161,168.00
MacDonald-Miller Facility Solutions, LLC, Kennewick, WA (MACDOMF972BF)	$ 179,539.00
Mid-Mountain Boiler & Steam, Inc., Nine Mile Falls, WA (MIDMOMB944RA)	$ 182,142.00
Northwest Thermal Hydronics, LLC, Rainier, WA (NORTHTH877PP)	$ 218,000.00

WHEREAS, the Director of Operations and Capital Programs recommends award of the bid to Apollo Mechanical Contractors, Kennewick, WA; and

WHEREAS, a contract has been prepared; reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Apollo Mechanical Contractors; and

WHEREAS, the Director of Operations and Capital Programs recommends the Chairman sign said contract; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the Director of Operations and Capital Program's recommendations and awards the bid for Jail Boiler Replacement Project to Apollo Mechanical Contractors, Kennewick, Washington in a not to exceed amount of $134,242.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract to Apollo Mechanical Contractors; and

BE IT FURTHER RESOLVED, said contract expires 75 Calendar Days after Execution of the Contract.

Dated this 30th day of March, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

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

Orig.: Purchasing P. Schut
c: Auditor

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 **Apollo Mechanical Contractors**, a corporation organized under the laws of the State of Washington with its principal offices at 1133 W. Columbia Drive, Kennewick, WA, 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A – Bid Form dated 3/5/2021
b. Exhibit B – Washington State Prevailing Wage Rates for Public Works Contracts.
c. Exhibit C – Background Check Form
d. Exhibit D – Drawings & Specifications

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate Seventy-Five (75) calendar days after execution. 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 replace the two boilers in the Jail Penthouse in accordance with the Drawings & Specifications, attached hereto as Exhibit D, and incorporated herein by reference.

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, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process but may not charge any additional processing or other fees that it does not actually incur.

e. 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.

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

g. 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.

h. 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.

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

J. 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:	Kelvin Ratchford
Address:	1133 W. Columbia Drive
	Kennewick, WA 99336
Phone:	509-586-1104
Email:	Kelvin.Ratchford@apollomech.com

b. For COUNTY:

Name:	Robert Blain, Director of Operations and Capital Programs
Address:	7122 W. Okanogan Pl., Bldg. A
	Kennewick, WA 99336
Phone:	509-736-2704
Email:	procurement@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat fee of One-Hundred Thirty-Four Thousand Two-Hundred Forty-two Dollars and Zero Cents ($134,242.00), excluding W.S.S.T., in accordance with Exhibit A, "Bid Form", which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed One-Hundred Thirty-Four Thousand Two-Hundred Forty-two Dollars and Zero Cents ($134,242.00), excluding W.S.S.T. Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract.

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

COUNTY'S Contract Representative. No final payment will be made until the affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with https://secureaccess.wa.gov/.

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

6. INVOICING

a. The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service and shall also reference the work order provided to COUNTY as required in Section 3.c. of this Contract.

b. 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 an additional 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

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

A public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses 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

DocuSign Envelope ID: F2F8B14C-2F80-4DD7-BA7B-5F64776E2975

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 CONTRACTOR, 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.

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:_____	Date: 3/22/2021 | 3:49 PM EDT
BENTON COUNTY	**APOLLO MECHANICAL CONTRACTORS**
	DocuSigned by: Dale Hollandsworth FA7D8C4BC1BD453...
Jerome Delvin, Chairman Benton County Commissioners	Signature
	Vice President
Approved as to Form:	Title
Eric Andrews, Civil DPA	Dale Hollandsworth
	PRINTED NAME

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

I hereby declare, under penalty of perjury under the laws of the United States that the following statement is true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

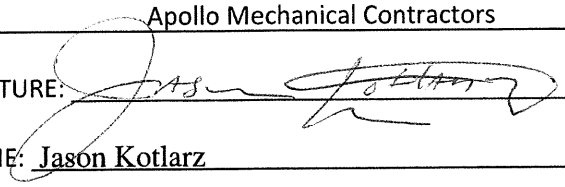
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

SUBMISSION OF BID

Respectfully submitted this 5th day of March 2021.

COMPANY NAME: Apollo Mechanical Contractors

AUTHORIZED SIGNATURE: 

TYPE OR PRINT NAME: Jason Kotlarz

TITLE: Division Manager

STREET ADDRESS: 1133 W. Columbia Drive

CITY, STATE, ZIP: Kennewick WA 99336

TELEPHONE NO.: 509-586-1104

EMAIL: kelvin.ratchford@apollomech.com

CONTRACTOR'S LICENSE NO.: APOLLMC864JQ

UBI NO.: 600-443-607

WASHINGTON STATE EMPLOYMENT SECURITY NO.: 511476-00-8

BID BOND FORM

Herein find deposit in the form of a certified check, cashier's check, cash, or Bid Bond, in the Amount of $5% of the total amount bid, which is not less than five percent (5%) of the total amount bid.

****

KNOW ALL MEN BY THESE PRESENTS:

That we, Apollo Sheet Metal, Inc. dba Apollo Mechanical Contractors, as Principal, and Western Surety Company, as Surety, are held and firmly bound unto Benton County as Obligee, in the penal sum of Five percent of the total amount bid, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any awards to the Principal for Boiler Replacement, Benton County Jail, Kennewick, Washington according to the terms of the proposal or bid made by the Principal thereof, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

Signed, sealed, and dated this 1st day of March 2021.

Apollo Sheet Metal, Inc. dba
Apollo Mechanical Contractors

Principal Corp Sec/CFO

Received return of deposit
in the sum of $_____

Western Surety Company

Lori McKimmy

Surety
Lori McKimmy, Attorney-in-Fact

_____
Date

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of March, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of March, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of March, 2021.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Client#: 183175 APOLINC3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: EMILY MUIR	
Propel Insurance Seattle Commercial Insurance 601 Union Street, Suite 3400 Seattle, WA 98101-1371	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: EMILY.MUIR@PROPELINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
	INSURER B : Allied World Assurance Company (US) Inc	19489
	INSURER C : Starr Indemnity & Liability Company	38318
	INSURER D : Endurance American Specialty Ins. Co	41718
	INSURER E :	
	INSURER F :	

INSURED
Apollo Sheet Metal, Inc. dba Apollo Mechanical Contractors
1133 W Columbia Drive
Kennewick, WA 99336

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO011031001	04/01/2020	04/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP011031101	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			03119150	04/01/2020	04/01/2021	EACH OCCURRENCE	$25,000,000
C	X EXCESS LIAB CLAIMS-MADE			1000586250201	04/01/2020	04/01/2021	AGGREGATE	$25,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC011030901	04/01/2020	04/01/2021	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		(ALL States)			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)			(incl Stop Gap -			E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			ND, OH, WA, WY)			E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Poll & Prof Liab			PNV10015059600	09/30/2020	04/01/2022	$5,000,000 /$10,000,000	
A	Install Floater			CPP988723601	04/01/2020	04/01/2021	$5,000,000	
A	Leased/Rented Eq			CPP988723601	04/01/2020	04/01/2021	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto Liability and Umbrella Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

EVIDENCE OF INSURANCE - For Bid Purposes

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

EJM00

EXHIBIT C

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

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

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

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

The publication date to use is March 5, 2021.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place; Bldg. A, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

Exhibit C

A minimum of two business days required for processing.
STAFF USE ONLY

Comments: **Completed by / Date:**

Badging Required? YES NO **CJIS Required? YES NO** **CJIS Completed Date:**_____

Approved / Denied **Date**

BENTON COUNTY BACKGROUND CHECK AUTHORIZATION AND RELEASE

I am a (**circle one**): **CONTRACTOR** **VOLUNTEER**

Location to obtain access (**circle all that apply**): **JAIL** **JUSTICE CENTER**

Last Name First Name Middle Name Sex: M F

All Other Previous Names Used Date of Birth

Driver's License Number/State Social Security Number

Primary Phone number Alternate Phone number Email address

Company/Organization Name Position/Title

Reason for Access Request / Services to be Performed Duration of Access Needed / End Date

ADVERSE HISTORY INFORMATION

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

Have you **ever** been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)? YES / NO

Have you **ever** been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct? YES / NO

Have you **ever** been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination? YES / NO

If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you? YES / NO

If you answered YES to any of the above, please describe the circumstances below:

ACKNOWLEDGEMENT:

A background check is required of all Benton County employees and volunteers, as well as contractors assigned to work in secure areas and for individuals needing jail access. Successful completion of the background check, as determined by Benton County, is required prior to the first day of work or entry into the jail. If you are visiting the Benton County Jail for business and discover that a friend or family member is in custody you must immediately notify jail staff. **Jail access will be for official business only. No personal business is authorized. I understand that employment, jail access or volunteer status with Benton County is contingent upon the results of a background check. I understand that adverse findings during my background check may result in denied jail access, withdrawal of any offer of employment/assignment with Benton County, and/or termination of my employment/assignment with Benton County. I further understand that if I am found to have made any false or misleading statements in my application or background check materials, I may be denied access or have my employment/volunteer status terminated even after I have started work, and may subject myself to criminal prosecution.**

AUTHORIZATION AND RELEASE

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

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

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

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

AUTOMATIC DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

All applications are reviewed on a case by case basis. Absence of automatic disqualifiers does not guarantee background clearance. Some exemptions may also apply on a case by case basis.

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

Signature

Date

Benton County Jail PREA, Sexual Abuse, Sexual Harassment and Sexual Misconduct Information

PREA

The Prison Rape Elimination Act (PREA) was passed in 2003 with unanimous support from both parties in Congress. The purpose of the act was to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape." (Prison Rape Elimination Act, 2003)

Staff Sexual Misconduct

The Department maintains a zero-tolerance policy with regard to staff sexual misconduct and inappropriate staff/offender relationships. The policy also applies to contract staff, vendors and volunteers. Any Contractor or Volunteer who attempts to or engages in sexual abuse shall be prohibited from further contact with inmates and all allegations of staff sexual misconduct will be investigated and will be referred to law enforcement when appropriate.

What is sexual misconduct?

RCW 9A.44.160, RCW 9A.44.170, and RCW 72.09.225 all contain detailed descriptions of what constitutes sexual misconduct and staff misconduct of a sexual nature.

Forms of sexual misconduct include, but are not limited to:

-Any behavior of a sexual nature directed toward an offender by a Department staff, contract staff, or volunteer.

-Inappropriate touching between offenders and staff.

-All completed, attempted, threatened, or requested sexual acts between Department staff and the offender.

-Sexual comments and conversations with sexually suggestive innuendos or double *meanings.*

-Display or transmittal of sexually suggestive posters, objects, or messages.

An Abuse of Power

Due to the imbalance of power between offenders and staff in correctional settings, sexual interactions between staff (who have power) and offenders (who lack power) are unprofessional, unethical and illegal. Some offenders who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally an offender may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.). Because of the imbalance of power between offenders and staff, contractors, vendors and volunteers, there can never be a consensual relationship between offenders and persons working or volunteering for the Department. The law states "consent" is not a defense to prosecution.

Any staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate is considered a security threat to the Benton County Jail and the public.

Any staff member, contractor, or volunteer involved in an inappropriate relationship with an inmate will be prohibited from the having any contact with inmates housed within the Benton County Jail and will be reported to law enforcement for criminal charges.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with an offender:

- Spending a lot of time with a particular offender
- Change in appearance of an offender or staff member
- Deviating from agency policy for the benefit of a particular offender
- Sharing personal information with an offender
- Horseplay
- Overlooking infractions of a particular offender
- Doing favors for an offender
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with an offender
- Standing too close to an offender
- Taking up an offender's cause or grievance
- Changing duty assignments of a particular offender
- Getting into conflicts with co-workers over an offender
- Bringing things into the facility for the offender
- Doing favors for an offender's family
- Feeling the effects of major life changes (divorce, etc)
- Believing an offender is indispensable

<u>What can I do to avoid inappropriate staff/offender relationships?</u>

Most staff/offender sexual misconduct occurs only after seemingly innocent professional boundaries have been crossed. The following behaviors will assist you in maintaining appropriate boundaries:

- Maintain professional distance
- Focus behavior on duties and assignments
- Do not become overly close with any particular offenders
- Do not share your own or other staff person's personal information with our around offenders.
- Do not discuss issues you may have with other staff or management with or around offenders.
- When speaking to offenders about other staff refer to the staff person as Ms. or Mr. or by their title.
- When speaking to offenders refer to them as Ms. or Mr. and their last name
- Do not accept gifts or favors from offenders
- Be knowledgeable of Departmental policy and procedure, rules of conduct and laws regarding sexual misconduct and sexual harassment.

A Duty to Report

Staff, contractors, volunteers, and visitors must report any inappropriate staff/offender behavior immediately. The presence of illegal and unethical behavior by any staff compromises the security and safety of offenders and the agency. Any staff, including contractors, volunteers, and visitors that fail to report such behavior will be held accountable and sanctioned, possibly with dismissal. All efforts will be made to ensure the confidentiality of the reporting staff member.

By signing this form, I acknowledge that I have received and understand information pertaining to the Benton County Corrections Department zero tolerance policy pertaining to sexual assault and sexual harassment of inmates in custody of this agency.

Company:

_____

Printed Name:

_____

Signature:

_____

Date:

EXHIBIT B

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

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

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

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

The publication date to use is March 5, 2021.

The public works project is located in Benton County.

A copy of the prevailing wage rates, the benefit code key and the supplement are available for viewing at the Purchasing Department, 7122 W Okanogan Place, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Purchasing Department will mail a hard copy of the wage rates upon request. We can be reached at (509)737-3943 or by email at Procurement@co.benton.wa.us

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021
Subject:	First Amendment to the Personal Service Contract with Bergstrom Aircraft, Inc. for "as needed" aircraft maintenance, repair and modifications, fueling, pilot supplies and hangar rental for the Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Lt. Schwarder; Robert Blain

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

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

Summary / Background Information

Per Resolution 2019-216 dated March 12, 2019 the Board of Benton County Commissioners entered into a Personal Service Contract with Bergstrom Aircraft, Inc. to provide "as needed" aircraft maintenance, repair and modifications, fueling, pilot supplies and hangar rental for the Benton County Sheriff's Office, with a termination date of March 31, 2021.

The attached First Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract an additional six (6) months, while maintaining the rest of the Contract in full force and effect.

Fiscal Impact

Said expenditures shall be paid out of the current Sheriff Investigative Fund.

Recommendation

Approve the attached Resolution and First Amendment to the Personal Service Contract between Benton County and Bergstrom Aircraft, Inc., extending the current contract an additional six months with an expiration date of September 30, 2021, and authorize the Chairman to sign said Amendment.

Suggested Motion

Approve as part of the Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE FIRST AMENDMENT TO THE PERSONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND BERGSTROM AIRCRAFT, INC. FOR "AS NEEDED" AIRCRAFT MAINTENANCE, REPAIR AND MODIFICATIONS, FUELING, PILOT SUPPLIES, AND HANGAR RENTAL FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per Resolution 2019-216 dated March 12, 2019 the Board of Benton County Commissioners entered into a Personal Service Contract with Bergstrom Aircraft, Inc. to provide aircraft maintenance, repair and modifications, fueling, pilot supplies and hangar rental for the Benton County Sheriff's Office, with a termination date of March 31, 2021; and

WHEREAS, the attached First Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract an additional six (6) months, while maintaining the rest of the Contract in full force and effect; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the attached First Amendment, amending Section 2 – Duration of Contract to extend the current Contract an additional six (6) months, while maintaining the rest of the Contract in full force and effect; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached First Amendment to the Personal Service Contract between Benton County and Bergstrom Aircraft, Inc.; and

BE IT FURTHER RESOLVED, the term of Contract shall begin April 1, 2019 and shall expire September 30, 2021.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest _____
Clerk of the Board

Original: BCSO
cc: Auditor; PA; Purchasing Dept; Bergstrom

L. Small

First Amendment to

Personal Service Contract

Between

Benton County and Bergstrom Aircraft, Inc.

This First Contract Amendment, made and entered into this _____ day of _____, 2021 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BERGSTROM AIRCRAFT, INC.**, a for-profit corporation organized under the laws of the State of Washington with its principal offices at 4102 Stearman Avenue, Tri-Cities Airport, Pasco, WA 99301 (hereinafter "CONTRACTOR").

Recitals

Whereas, COUNTY and CONTRACTOR entered into a Personal Service Contract per Resolution 2019-216 dated March 12, 2019 (the "Contract") whereby the CONTRACTOR agreed to provide "as needed" aircraft maintenance, repair and modifications, fueling, pilot supplies and hangar rental for the Benton County Sheriff's Office, with a termination date of March 31, 2021, as set forth more fully in said Contract.

Whereas, the attached First Amendment is necessary as both parties wish to amend Section 2 – Duration of Contract to extend the current Contract an additional six (6) months, while maintaining the rest of the Contract in full force and effect.

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

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

The term of this Contract shall begin April 1, 2019 and shall expire September 30, 2021. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

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

Title: Benton County Commissioner

Approved as to From:

_____

Ryan J. Lukson
Civil Deputy Prosecuting Attorney

Date: 3/17/2024

BERGSTROM AIRCRAFT, INC.

Print Name/Title: MALIN BERGSTROM
President, Bergstrom Aircraft Inc.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	3/30/2021
Subject:	2021-2022 Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions
Presenter:	N/A
Prepared By:	Tiffany Deaton
Reviewed By:	Stephen Hallstrom

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

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

Summary / Background Information

Benton and Franklin Counties has previously entered into a Bi-County Resolution and Personal Service Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions, to provide urinalysis testing to adults required to provide urinalysis as part of their participation in the Adult Drug Court program. Benton County Superior Court believes it to be in the best interest of the Court to continue to enter into a Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions in an effort to be more efficient in meeting the day to day needs of Adult Drug Court while reducing costs for these required services.

Fiscal Impact

No fiscal impact. All funds are within Superior Court 2021-2022 budget.

Recommendation

The Court recommends approval of the contract.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2021-060

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING REGIONAL TOXICOLOGY SERVICES, LLC d/b/a CORDANT HEALTH SOLUTIONS A PERSONAL SERVICES CONTRACT TO PROVIDE URINALYSIS TESTING TO ADULTS REQUIRED TO PROVIDE URINALYSIS.

WHEREAS, per resolution 2020-991, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but 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, the Benton-Franklin Counties Superior Court Administrator recommends entering into a Personal Services Contract with Regional Toxicology Services, LLC d/b/a Cordant Health Solutions; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington the Boards concur with the Superior Court Administrator's recommendation and hereby awards the Personal Service Contract to Regional Toxicology Services, LLC d/b/a Cordant Health Solutions in an amount not to exceed $50,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences February 1, 2021 by the Counties and expires on December 31, 2022.

DATED this ___ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this 23 day of MARCH 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____
Chairman Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Prepared by: T. Deaton

Originals (2): 1-BC Commissioners, 1-FC Commissioners

BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 N. 4th Avenue, Pasco, WA 99301 (hereinafter "COUNTIES"), and Regional Toxicology Services, LLC d/b/a **Cordant Health Solutions**, with its principal offices at **12015 East 46th Ave., Suite 220, Denver, CO 80239,** (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. **EXHIBIT A – Scope of Services & Pricing Schedule**
b. **EXHIBIT B – Services/Supplies Included**

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide urinalysis testing to adults required to provide urinalysis. A detailed description of the services to be performed and supplies provided by the CONTRACTOR is set forth in **Exhibit A, "Scope of Services & Pricing Schedule"** and Exhibit B, "Services/Supplies Included", which is attached hereto and incorporated herein by reference.

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

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

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

e. The CONTRACTOR shall confer with the COUNTIES 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 COUNTIES.

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: Decia Stenzel, Executive Vice President
Cordant Health Solutions
12015 East 46th Ave., Suite 220
Denver, CO 80239
Phone: (509) 993-8276
Email: dstenzel@cordanths.com

b. For COUNTIES: Tiffany Deaton, Administrator
Benton-Franklin Counties Superior Court
7122 W. Okanogan Place, Building A
Kennewick, WA 99336
Phone: (509) 736-3071
Email: tiffany.deaton@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid in accordance to **Exhibit A**. A detailed description of the compensation to be paid by the COUNTIES is set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTIES to the CONTRACTOR under this Contract shall not exceed $50,000.00.

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

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

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

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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 COUNTIES.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES and its officers, officials, employees and agents, from and against any and all third-party claims, actions, suits, liability, 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 directly from the services rendered by Contractor pursuant to this Agreement.

Despite the above, in no event shall Contractor be obligated to indemnify defend and save harmless the Counties its officers, officials, employees, contractors, agents to the extent that any action claim or loss occurs or results, in whole or in part, from the acts or omissions of the Counties its officers, officials, employees, contractors, agents, or third parties.

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

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

employees, agents or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

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

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

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

The commercial general liability policy must contain an endorsement naming the COUNTIES 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 COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **7.** The Commercial General Liability policy covers liability assumed in an insured contract, but only to the extent that the underlying claim is covered by the policy, i.e. bodily injury and property damage as defined in the policy. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that

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

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

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

d. **Other Insurance Provisions:**

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

2. The CONTRACTOR'S will provide a copy of the additional insured provisions.

3. 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.

4. The CONTRACTOR shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

5. 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 COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

6. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section **8(a)**, shall be written on a claims made 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. Waiver of subrogation is not available for Professional Liability policy.

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES 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 prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it. Notice of cancellation will be provided by Cordant Health Solutions.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the Counties' Contract Representative referenced in Section 4.b.

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

4. The CONTRACTOR or its broker shall provide a copy of any and all Certificate of Insurance, and any endorsements 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 or the Franklin County Risk Manager at the following address: 1016 N. 4th Ave., Pasco, WA 99301.

9. TERMINATION

a. Either party may terminate this Contract upon giving thirty (30) days written notice by certified mail to the other party. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of termination notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be

effective upon the date specified in the written notice of termination sent by the COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

b. Notwithstanding the foregoing, Contractor may assign this Agreement without consent to its affiliate, where the assigning party must unconditionally guarantee the assignee's performance and where the Affiliate must be under the same majority ownership as the Contractor.

c. The foregoing shall not apply to any work to be performed by an affiliate of CONTRACTOR, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with CONTRACTOR.

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance,

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. 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 COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTIES 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 COUNTIES.

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

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES 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 COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. Contractor retains ownership of any of its data, and other materials created prior to this Agreement, even if used in the fulfillment of its obligations under this Agreement. The COUNTIES' agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

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

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in as determined by the Washington Administrative Office of the Courts.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section **4** of this Contract. Notice shall be deemed to be given three (3) days following the date of mailing, or immediately, if personally served.

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learn of circumstances leading to an

increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **14** of this Contract may be of evidentiary value, the COUNTIES 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 COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **14.**

27. PUBLIC RECORDS ACT

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

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Cordant Health Solutions

March 5, 2021

Decia Stenzel **Date**

Benton-Franklin Counties Superior Court

3/10/2021

Tiffany Deaton
Court Administrator

Date

BENTON COUNTY APPROVAL

Approved as to Form:

03/11/21

Stephen Hallstrom, Deputy Prosecuting Attorney Date

By: _____
Name: _____
Title: Chairman, Board of Commissioners
Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

1/26/2021

Jennifer Johnson, Civil Deputy Prosecuting Attorney Date

By: _____
Name: Clint Didier
Title: Chairman, Board of Commissioners
Date: 3-23-2021

Attest:

Clerk of the Board: _____

TERMS AND CONDITIONS

The prices listed in this schedule will remain in effect for one (1) year from the execution of this pricing schedule, subject to revision based on changes to pricing assumptions as set forth above. After the initial one (1) year period, upon thirty (30) days' written notice, Cordant retains the right to make adjustments, including price adjustments (due to cost changes) and change in methodology (due to advances in technology).

The customer, Benton & Franklin Counties, agrees to remit payment to Cordant, following receipt of invoice, per the payment terms shown. At Cordant's discretion, services may be terminated for late and/or non-payment. With respect to all payments received more than fifteen (15) days after the Payment Due Date, a late charge of one- and one-half percent (1.5%) per month or the maximum permissible amount permitted under the law, may be charged at Cordant's sole discretion on payments due to Cordant from the Payment Due Date until the date the payment is received by Cordant.

Laboratory Services shall only be rendered by Laboratory with a valid order, on Cordant's electronic or hard-copy requisition form, entered by a person authorized under applicable law to order the requested laboratory testing. Under no circumstances shall Cordant's liability to Client for any loss related to the provision of laboratory services pursuant to this pricing schedule exceed the value of payments made to Cordant by Client for such services. Nothing in this Agreement shall require Client to refer laboratory tests to Cordant. Cordant may, at its sole discretion, terminate the provision of laboratory services to client upon fifteen (15) days' notice for nonpayment or violation of the Terms and Conditions.

On behalf of the organization listed below, I hereby understand and agree to the above services and terms.

Benton County, 620 Market Street, Prosser WA 99350
Franklin County, 1016 N. 4th Avenue, Pasco WA 99301
Client Name & Address

Tiffany Deaton
Print Name

Tiffany Deaton
Signature

Superior Court Administrator
Title

3/10/2021
Date

Cordant Representative

Decia Stenzel
Cordant Representative (Print Name)

Signature

03 / 05 / 21
Date

Property of Cordant Health Solutions - Confidential

Cordant Health Solutions™

Benton-Franklin Counties Adult Drug Court
7122 W Okanogan Pl Bldg A
Kennewick, WA 99336

Tacoma Laboratory

Contact: Kim Schuler Phone: 509-736-3071 E-Mail: kimberely.schuler@co.benton.wa.us Fax: N/A

SCOPE OF SERVICES & PRICING SCHEDULE

PRICING ASSUMPTIONS: Actual volume and positivity rates will be evaluated after 60-90 days and price may be adjusted accordingly.

Volume per month: 5
FedEx Pickup Frequency: 3 x Month
Positivity Rate: 75%

Lab Testing: Urine

URINE: *LAB SCREEN PLUS AUTOMATIC CONFIRMATION**- **Automatic confirmations will be conducted on ALL positive drugs at NO additional charge.**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION (Please circle desired drugs)	PRICE PER TEST
☐	**8 Drug Panel – Amp/Meth, Benzo, Coc, Ethanol, Fent, Opi, Oxy, THC**	**$32.25**

URINE*: LAB DIRECT TO CONFIRMATION**

Check Desired Panels (note: only selected panels will be setup on account)	DESCRIPTION	PRICE PER TEST
☐	**Kratom – Direct to Confirmation**	**$35.00**
☐	**Standard Drugs – Amp/Meth, Benzo, Coc, Ethanol, Fent, Opi, Oxy, THC**	**$33.00 per drug confirmed**

Property of Cordant Health Solutions - Confidential

EXHIBIT A

Additional Services

COURT REPRESENTATION AND TESTIMONY

DESCRIPTION	FEES
In-person (1st day of testimony)	$150/hr. (8 hour minimum)
In-person (2nd day of testimony)	$150/hr.
Telephonic	No Charge
Skype or video-conferencing	No Charge
Litigation Packet	$75.00

Cordant SENTRY™

EVIDENCE BASED SUBSTANCE ABUSE MANAGEMENT PROGRAM
Web-based randomization
Local telephone line for clients to call into daily
Call log reports date, time, phone # and caller ID
Electronic chain of custody
Real-time test results
Non-compliance alerts and reports
Full customization and on-going support of SENTRY and all features

***IMPORTANT NOTE**: A screened positive result is considered presumptive. A small percentage of screen only positive results will not confirm by an alternative method. Therefore, for the protection of all involved parties, no punitive action should take place without the donor being afforded the opportunity to have positive screen result(s) confirmed by GC/MS, GC, or LC/MS/MS.*

SERVICES/SUPPLIES INCLUDED

GC/MS & LC/MS/MS Confirmation:
Cordant utilizes GC/MS (Gas Chromatography / Mass Spectrometry) and LC/MS/MS (Liquid Chromatography double Mass Spectrometry) as our confirmation methods providing the most definitive and accurate results.

Quantitation:
Included on all GC/MS & LC/MS/MS confirmed positives unless otherwise specified.

Adulterant Test:
Cordant offers a full adulterant test: pH, Oxidants, Specific Gravity and Uric Acid, as requested, at additional charge. Creatinine is automatically run on every urine specimen to ensure validity of the sample.

Specimen storage in Tacoma:
Negative specimens are held for 7 days.
Positive specimens are held for 60 days.

Provided Specimen Collection & Transport Supplies:

- Specimen Container with Temperature Strip
- Specimen Security Bag
- Courier Bag, FedEx Supplies, or USPS Mailers

Specimen Transport: FedEx or Courier (select locations) pick-ups Monday through Friday with next day delivery to Cordant Health Solutions * *A FedEx surcharge may apply when shipping less than 5 samples per bag or fewer pickup days can be chosen to help reduce your price.*

ELECTRONIC TEST RESULTS:
Secure Online web portal through our standard web results portal or SENTRY. Results can also be delivered via fax, web, or e-mail. We provide results within a 24-48 hour turn-around time (not including weekends and holidays). We pride ourselves on providing quality test results within the fastest turn around times in the industry.

Confirmed positive test results for common substances are typically provided within 48-72 hours after receipt of specimens by the laboratory. Negative screen results are reported within twenty-four to forty-eight (24-48) hours of receipt by the laboratory. On average, Cordant Health Solutions Laboratory delivers over 40% of confirmed positive results on common substances on the same day as receipt of specimen, with the balance reported the following day. Results are noted individually as positive or negative.

TURNAROUND TIME (TAT):
Upon receipt at laboratory:

Urine

- *Negative results are reported within 24 hours – 48 hours.*
- *Positives are reported within 48 – 72 hours.*

BILLING: Cordant Health Solutions monthly invoicing for direct bill customers can be invoiced net 15 Days or Net 30 Days. You will be invoiced at Net 30 unless otherwise specified.

**This service agreement must be signed within 90 days of delivery or it can be void and a new service agreement will be created.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021, *to be continued to April 6, 2021* **Memo Date: March 12, 2021**
Subject:	File No. OA 2021-001 An Ordinance Amendment to BCC 11.15.060, 11.17.040 and 11.17.070 regarding Wind Turbine Setbacks and Met Tower requirements to add Solar Energy
Presenter:	Michelle Cooke, Greg Wendt
Prepared By:	Donna Hutchinson
Reviewed By:	Greg Wendt

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

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

Summary / Background Information

The Planning Division and the Planning Commission are forwarding an ordinance amendment to the Board of County Commissioners with a recommendation for approval. The proposed ordinance amendment will increase the setback requirements from property lines, dwellings, and road rights of way for wind turbines located in the Rural Lands 20 Acre and GMA Agricultural Zoning Districts.

Specifically, the ordinance amendment proposes an increase from 1,000 feet to **1,640 feet** for the setback to dwellings. The setback from property lines and road rights of way are both a distance equal to wind turbine height, **plus 50% of that height**.

The proposal will also amend Meteorological towers used to gather data to assess wind **and solar** energy potential.

The Planning Commission held a public hearing on March 9, 2021 and after taking testimony and discussion among the Commission member they voted unanimously to forward a recommendation for approval of the proposed amendments subject to five (5) Findings of Fact.

Fiscal Impact

None Known at this time.

Recommendation

It is the recommendation of the Benton County Planning Department and the Planning Commission that Planning Case File Application OA 2021-001 be continued until the April 6, 2021 Board of County Commissioners meeting .

Suggested Motion

I move that the Board of County Commissioners continue the open record hearing until the April 6, 2021 meeting at 9 a.m. in the Commissioners' Hearing Room, Justice Center, Kennewick.

EXHIBIT LIST FOR OA 2021-001/EA 2021-004
ORDINANCE AMENDMET TO BCC 11.15.060 AND 11.17.040/.060/.070

			DATED
Planning Commission Memo Exhibit List - March 9, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	February 26, 2021
	PCM 1.2	Draft Ordinance	
	PCM 1.3	Notice of Public Hearing	February 17, 2021
		SEPA INFORMATION	
	PCM 1.4	Environmental Checklist EA 2021-004	February 4, 2021
	PCM 1.5	Mitigated Determination of Non Significance	February 5, 2021
		COMMENTS	
	PCM 1.6	Wash. State Dept. of Health	February 5, 2021
	PCM 1.7	Benton County Public Works Comments	February 11, 2021
	PCM 1.8	Kennewick Irrigation District Comments	February 16, 2021
Board of County Commissioners Memo Exhibit List - XXXX			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	March 12, 2021
	BCCM 1.2	Resolution	March 30, 2021
	BCCM 1.3	Ordinance	
	BCCM 1.4	Planning Commission Findings & Recommendation	March 9, 2021
	BCCM 1.5	Notcie of Public Hearing	March 12, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
BCCM = County Commissioner Memo Exhibits

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING AN ORDINANCE RELATING TO ZONING AND RURAL LANDS TWENTY ACRE DISTRICT (RL-20), AND GROWTH MANAGEMENT ACT AGRICULTURAL DISTRICT (GMAAD); AMENDING THE SECTIONS RELATING TO USES REQUIRING A CONDITIONAL USE PERMIT AND ALLOWABLE USES; AMENDING ORDINANCE 611, SECTION 53 AND BCC 11.15.060; AMENDING ORDINANCE 611, SECTION 60 AND BCC 11.17.040; AND AMENDING ORDINANCE 611, SECTION 63 AND BCC 11.17.070.

WHEREAS, the Benton County Planning Commission after conducting an open record hearing and review on March 9, 2021 has forwarded the proposed amendment(s) to the Board of County Commissioners with a positive recommendation; and,

WHEREAS, the Board did review the Planning Commission record, and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS, the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions that are found in File # OA 2021-001 in the Planning Department; and,

WHEREAS, Notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on March 17, 2021; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on Tuesday, March 30, 2021, at 9.00 a.m. in the Commissioners' Meeting Room, Justice Center, Kennewick Washington to consider the above proposed ordinance amendment to in BCC Title 11, Ordinance 611, BCC 11.15.060, 11.17.040 and 11.17.070; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conditions of Approval as their own (which are kept in File No. OS 2021-001 in the Planning Department records); and,

WHEREAS, after consideration of the above-mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt Planning Application OA 2020-001, amendment to BCC Title 11, Ordinance 611, BCC 11.15.060, 11.17.040 and 11.17.070; and,

NOW THEREFORE BE IT RESOLVED that Ordinance No._____ an ordinance regarding wind tower setbacks and solar energy data gathering, relating to zoning, Rural Lands Twenty Acre District (RL-20), and Growth Management Act Agricultural District (GMAAD); amending the sections relating to uses requiring a conditional use permit and

allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 is hereby adopted and will take effect and be in full force immediately upon its passage and adoption.

Dated this 30 day of March 2021.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

GW/djh

ORDINANCE NO._____

AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 53 and BCC 11.15.060 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted on a single parcel of record within the Rural Lands Twenty Acre District (RL-20) if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040.

(a) A sand or gravel pit, stone quarry and similar use for the development of natural resources extracted on-site.

(b) Kennel, commercial.

(c) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

(d) A Park.

(e) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(f) Agricultural Market.

(g) Business activities, other than those set forth above, that are compatible with the principal uses and purpose of the underlying zone and the surrounding land uses may be conducted from within an approved accessory building detached from all dwelling units if the following criteria as well as any other conditions required by the Hearings Examiner are satisfied:

(1) The business activity must take place on a parcel of land that is 2.0 acres or greater in size.

(2) There must be a residence on site, and at least one (1) of the proprietors of the business must be the owner or lessee of the property where the business and the residence are located and must reside in said residence.

(3) No more than four (4) non-resident persons, whether they work on site or not, may be employed by or be partners in the business.

(4) The business activity, including all storage space, shall not occupy more than two thousand (2,000) square feet of total floor area within the detached accessory building.

(5) Only one (1) approved detached accessory building on a parcel may be used for business activities. If more than one

(1) business will be conducted within an approved detached accessory building, then a separate application must be submitted for each business activity, provided that the total area used by all business activities shall not exceed that permitted by BCC 11.15.060(g)(4).

(6) No more than two (2) non-illuminating signs, with a maximum area of four (4) square feet each, shall be permitted in connection with the business activity. The posting of such signs is limited to the parcel on which the approved detached accessory building is located. On-street (inside the road right-of-way) sign posting and sign posting which interferes with the line-of-site for road intersections are prohibited.

(7) Not more than three (3) vehicles marked to identify the business may be on the parcel at any one time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the business activity. This prohibition applies to, but is not limited to: lumber, plasterboard, pipe, paint, inoperable vehicles, and heavy equipment that are related to the business.

(8) The property owner and the proprietor(s) of the business shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state and federal regulations pertinent to the business activity pursued. The requirements of or permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations.

(9) Adequate off-street parking, as determined by the Hearings Examiner, must be provided.

(10) Any waste created as a result of the business activity must be disposed of off-site in compliance with all local, state and/or federal regulations.

(11) The presence of customers/clients and non-resident employees at the location of the business activity shall be limited to the days and hours of operation as determined by the Hearings Examiner.

(12) The business activity does not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(h) Shooting range facility.

(i) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ((~~(1,000)~~)) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((~~a~~)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the

most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

(j) Agri-tourism accommodations.

(k) Solar Power Generator Facility, Major.

SECTION 2. Ordinance 611, Section 60 and BCC 11.17.040 are hereby amended to read as follows:

ALLOWABLE USES. Provided all applicable code provisions are satisfied, the following uses are allowed within the GMA Agricultural District on a single parcel of record:

(a) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.

(b) Agriculture buildings: as defined under BCC 11.03.010(6).

(c) Agricultural related industries as defined under BCC 11.03.010(9) including but not limited to wineries/breweries/distilleries.

(d) Agricultural stands as defined under BCC 11.03.010(10).

(e) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.

(f) Single family dwelling.

(g) Manufactured home if constructed after June 15, 1976.

(h) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.

(i) Aquaculture.

(j) Adult Family Homes.

(k) Community club houses, grange halls and other agricultural nonprofit organization halls.

(l) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.

(m) Airstrips (personal).

(n) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.

(o) Schools and churches.

(p) Kennels, both commercial and private.

(q) Communication facilities described in BCC 11.47.030(b), BCC 11.47.030(c), BCC 11.47.030(d), or BCC 11.47.030(e).

(r) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.

(s) Meteorological towers used to gather data to assess wind and solar energy potential; provided, that the towers:

(1) Shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO); and

(2) Must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.

(t) Commercial stables, private stables, and/or riding academies.

SECTION 3. Ordinance 611, Section 63 and BCC 11.17.070 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted within the GMA Agricultural District if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well-used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.

(b) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or

livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.

(c) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.

(d) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, RV parking area, and event related novelty/accessory sales.

(e) Airstrips (commercial crop dusting).

(f) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(g) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.

(h) Off-site hazardous waste treatment and storage facilities may be allowed by conditional use permit issued by the Benton County Hearings Examiner after notice and public hearing as provided in BCC 11.50.040 provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210, as currently in effect or as hereafter amended.

(i) Asphalt manufacture in conjunction with rock, sand and gravel mining.

(j) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

(k) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.

(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).

(n) Recreational vehicle parks occupied by farm laborers and their families.

(o) Off-premise directional signs.

(p) The production of bio-diesel and alcohol fuels from agricultural products.

(q) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.

(r) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.

(s) Underground natural gas storage facilities.

(t) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ((~~(1,000)~~)) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((~~a~~)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

(u) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more

per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as currently in effect or as hereafter amended;

(iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) No more than two (2) signs of a size determined by the Hearings Examiner shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;

(9) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(10) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(11) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; and,

(12) The days and hours of operation shall be determined by the Hearings Examiner with the granting of a Conditional Use Permit.

(13) The non-agricultural accessory use shall not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(v) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

(w) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulation pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations

(x) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(y) Recreation and entertainment activities centered on an agricultural theme. This may include activities such as field mazes, hayrides, sleigh rides, animal rides, petting zoos and other similar uses.

(z) Commercial sand and gravel pits, stone quarries, other mineral extraction, asphalt and/or concrete batching plants.

(aa) Veterinarian Clinics.

(bb) Shooting Range Facility.

(cc) Solar power generator facility, major.

(dd) Agri-tourism accommodations.

(ee) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

(ff) Commercial agricultural establishments that primarily provide storage, repair, or sale of irrigation, mechanical, and excavation service activities for use off premise.

(gg) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

Ryan K Brown
_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to an Ordinance Amendment to Benton County Zoning Regulations- Regarding Wind Turbine Setback Requirements and allowing Meteorological Towers to gather data to assess solar energy potential

Planning File #OA-2020-001
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

AN ORDINANCE relating to zoning, Rural Lands Twenty Acre District (RL-20), and Growth Management Act Agricultural District (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on February 24, 2021; and,

WHEREAS, an open record public hearing was held on March 9, 2021 at 6:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350;

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting, including, Lloyd Coughlin, Brian Skeels, Marjorie Kaspar, Leo Perales, and Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on March 9, 2021; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated February 26, 2021; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board

of County Commissioners.

FINDINGS OF FACT

Benton County is proposing a text amendment to the County Zoning Regulations, **Ordinance 611** with a focus on the following:

a. Chapter 11.15 Rural Lands Twenty Acre District (RL-20), amending BCC 11.15.060(i) wind turbine requirements, including setbacks;

b. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.040(s) meteorological towers requirements with the addition of solar energy;

c. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(t) wind turbine requirements, including setbacks;

2. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of **Ordinance 611** for zoning text amendments.

3. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of the Benton County Comprehensive Plan.

4. Planning Case File Application OA 2021-001 was submitted by email to the State of Washington's Department of Commerce on February 5, 2021 for review in compliance with WAC 365-196-630 (6).

5. The legal notification for Planning Casefile Application OA 2021-001 was given on February 24, 2021, pursuant to RCW 36.70.590.

N**OW, THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION**, through its chairman as authorized by motion of the Board, that these findings of fact for the aforementioned Ordinance Amendment Application OA-2021-001 to amend the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 be approved for transmittal to the Board of County Commissioners, with a recommendation to adopt the amendments.

3-9-2021

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

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 OPEN RECORD HEARINGS

NOTICE IS HEREBY GIVEN that the following applications will be considered by the Board of County Commissioners at public hearings on Tuesday, March 30, 2021, at 9 a.m. in the Commissioners Meeting Room, Justice Center, Kennewick WA.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to in person visits from the public at this time. In an effort to continue to provide public access to the Commissioner's meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181.

OA 2021-001 - AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height and also adding to the meteorological towers use to allow the gathering of data for wind and solar energy potential.

OS 2021-001 - An application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather that their highest and best use.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 5, 2021 and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or

in writing to the Benton County Planning Department by 5 p.m. on Monday March 29, 2021.

BASED ON THE TESTIMONY presented at the public hearing, the Board of County Commissioners may or may not uphold the recommendation of APPROVAL from the Benton County Planning Commission or they may make changes to the proposed ordinance. All parties concerned may present any support or objections for the applications per the instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 12th day of March 2021.

JEROME DELVIN, Chairman
BENTON COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: March 17, 2021

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

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	**OA 2021-001** (Ordinance Amendment to Zoning Regulations)
MEMO DATE:	February 26, 2021
HEARING DATE:	March 9, 2021
APPLICANT:	Benton County Planning Department
OWNER:	N/A
LOCATION:	Unincorporated Benton County
PROPERTY SIZE:	N/A
AREA TO BE USED:	N/A
LAND USE:	N/A
COMP. PLAN:	N/A
ZONING:	N/A
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to ten findings of fact.

APPLICATION DESCRIPTION

Benton County is proposing a text amendment to the County Zoning Regulations. The amendment involves the following:

1. **Chapter 11.15 Rural Lands Twenty Acre District (RL-20)**. The proposed amendment increases the setback requirements associated with wind turbines in the RL-20 Zoning District.

   The changes impact BCC 11.15.060(i) as shown:

   (2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ~~(1,000)~~ **six hundred and forty (1,640**) feet;

   (3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height **plus 50% of that height**, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines

common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ~~a~~ distance equal to the wind turbine height **plus 50% of that height**.

2. **Growth Management Act Agricultural Zoning District (GMAAD).** The proposed amendment adds solar energy to the uses allowed with Meteorological (MET) towers and increases the setback requirements associated with wind turbines in the GMAAD Zoning District.

The changes impact BCC 11.17.040(s) as shown:

(s) Meteorological towers used to gather data to assess wind **and solar** energy potential; provided, that the towers:

(1) Shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO); and

(2) Must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.

The changes impact BCC 11.17.070(t) as shown:

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ~~(1,000)~~ **six hundred and forty (1,640**) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height **plus 50% of that height**, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the

wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ~~a~~ distance equal to the wind turbine height **plus 50% of that height.**

PUBLIC NOTICE

1. A Notice of Public Hearing was published in the Prosser Record Bulletin on February 24, 2021 and was put on the County's website on February 23, 2021.

2. The Planning Staff mailed out review packets to technical agencies on February 5, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: 2018 Benton County Comprehensive Plan.

2. Zoning Code: Benton County Code, Title 11, Zoning.

AGENCY COMMENTS

None.

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings of fact for - File OA 2021-001.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application OA 2021-001 with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. Benton County is proposing a text amendment to the County Zoning Regulations, **Ordinance 611** with a focus on the following:

   a. Chapter 11.15 Rural Lands Twenty Acre District (RL-20), amending BCC 11.15.060(i) wind turbine requirements, including setbacks;

   b. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.040(s) meteorological towers requirements with the addition of solar energy;

   c. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(t) wind turbine requirements, including setbacks;

2. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of **Ordinance 611** for zoning text amendments.

3. Planning Case File Application OA 2021-001 is found to be in conformance with the intent of the Benton County Comprehensive Plan.

4. Planning Case File Application OA 2021-001 was submitted by email to the State of Washington's Department of Commerce on February 5, 2021 for review in compliance with WAC 365-196-630 (6).

5. The legal notification for Planning Casefile Application OA 2021-001 was given on February 24, 2021, pursuant to RCW 36.70.590.

SUGGESTED MOTION-

I move that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the Commission's recommendation for approval of the proposed zoning amendment, amending Ordinance 611, Chapter 11.15.060, 11.17.040, and 11.17.070 as noted in Casefile OA 2021-001, that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

ORDINANCE NO._____

AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 53 and BCC 11.15.060 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted on a single parcel of record within the Rural Lands Twenty Acre District (RL-20) if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040.

(a) A sand or gravel pit, stone quarry and similar use for the development of natural resources extracted on-site.

(b) Kennel, commercial.

(c) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

(d) A Park.

(e) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(f) Agricultural Market.

(g) Business activities, other than those set forth above, that are compatible with the principal uses and purpose of the underlying zone and the surrounding land uses may be conducted from within an approved accessory building detached from all dwelling units if the following criteria as well as any other conditions required by the Hearings Examiner are satisfied:

(1) The business activity must take place on a parcel of land that is 2.0 acres or greater in size.

(2) There must be a residence on site, and at least one (1) of the proprietors of the business must be the owner or lessee of the property where the business and the residence are located and must reside in said residence.

(3) No more than four (4) non-resident persons, whether they work on site or not, may be employed by or be partners in the business.

(4) The business activity, including all storage space, shall not occupy more than two thousand (2,000) square feet of total floor area within the detached accessory building.

(5) Only one (1) approved detached accessory building on a parcel may be used for business activities. If more than one

(1) business will be conducted within an approved detached accessory building, then a separate application must be submitted for each business activity, provided that the total area used by all business activities shall not exceed that permitted by BCC 11.15.060(g)(4).

(6) No more than two (2) non-illuminating signs, with a maximum area of four (4) square feet each, shall be permitted in connection with the business activity. The posting of such signs is limited to the parcel on which the approved detached accessory building is located. On-street (inside the road right-of-way) sign posting and sign posting which interferes with the line-of-site for road intersections are prohibited.

(7) Not more than three (3) vehicles marked to identify the business may be on the parcel at any one time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the business activity. This prohibition applies to, but is not limited to: lumber, plasterboard, pipe, paint, inoperable vehicles, and heavy equipment that are related to the business.

(8) The property owner and the proprietor(s) of the business shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state and federal regulations pertinent to the business activity pursued. The requirements of or permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations.

(9) Adequate off-street parking, as determined by the Hearings Examiner, must be provided.

(10) Any waste created as a result of the business activity must be disposed of off-site in compliance with all local, state and/or federal regulations.

(11) The presence of customers/clients and non-resident employees at the location of the business activity shall be limited to the days and hours of operation as determined by the Hearings Examiner.

(12) The business activity does not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(h) Shooting range facility.

(i) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ((~~(1,000)~~)) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((~~a~~)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the

most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

(j) Agri-tourism accommodations.

(k) Solar Power Generator Facility, Major.

SECTION 2. Ordinance 611, Section 60 and BCC 11.17.040 are hereby amended to read as follows:

ALLOWABLE USES. Provided all applicable code provisions are satisfied, the following uses are allowed within the GMA Agricultural District on a single parcel of record:

(a) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.

(b) Agriculture buildings: as defined under BCC 11.03.010(6).

(c) Agricultural related industries as defined under BCC 11.03.010(9) including but not limited to wineries/breweries/distilleries.

(d) Agricultural stands as defined under BCC 11.03.010(10).

(e) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.

(f) Single family dwelling.

(g) Manufactured home if constructed after June 15, 1976.

(h) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.

(i) Aquaculture.

(j) Adult Family Homes.

(k) Community club houses, grange halls and other agricultural nonprofit organization halls.

(l) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.

(m) Airstrips (personal).

(n) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.

(o) Schools and churches.

(p) Kennels, both commercial and private.

(q) Communication facilities described in BCC 11.47.030(b), BCC 11.47.030(c), BCC 11.47.030(d), or BCC 11.47.030(e).

(r) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.

(s) Meteorological towers used to gather data to assess wind and solar energy potential; provided, that the towers:

(1) Shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO); and

(2) Must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.

(t) Commercial stables, private stables, and/or riding academies.

SECTION 3. Ordinance 611, Section 63 and BCC 11.17.070 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted within the GMA Agricultural District if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well-used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.

(b) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or

livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.

(c) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.

(d) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, RV parking area, and event related novelty/accessory sales.

(e) Airstrips (commercial crop dusting).

(f) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(g) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.

(h) Off-site hazardous waste treatment and storage facilities may be allowed by conditional use permit issued by the Benton County Hearings Examiner after notice and public hearing as provided in BCC 11.50.040 provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210, as currently in effect or as hereafter amended.

(i) Asphalt manufacture in conjunction with rock, sand and gravel mining.

(j) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

(k) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.

(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).

(n) Recreational vehicle parks occupied by farm laborers and their families.

(o) Off-premise directional signs.

(p) The production of bio-diesel and alcohol fuels from agricultural products.

(q) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.

(r) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.

(s) Underground natural gas storage facilities.

(t) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand ((~~(1,000)~~)) six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way ((~~a~~)) distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

(u) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more

per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as currently in effect or as hereafter amended;

(iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) No more than two (2) signs of a size determined by the Hearings Examiner shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;

(9) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(10) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(11) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; and,

(12) The days and hours of operation shall be determined by the Hearings Examiner with the granting of a Conditional Use Permit.

(13) The non-agricultural accessory use shall not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

(v) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

(w) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulation pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations

(x) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

(y) Recreation and entertainment activities centered on an agricultural theme. This may include activities such as field mazes, hayrides, sleigh rides, animal rides, petting zoos and other similar uses.

(z) Commercial sand and gravel pits, stone quarries, other mineral extraction, asphalt and/or concrete batching plants.

(aa) Veterinarian Clinics.

(bb) Shooting Range Facility.

(cc) Solar power generator facility, major.

(dd) Agri-tourism accommodations.

(ee) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

(ff) Commercial agricultural establishments that primarily provide storage, repair, or sale of irrigation, mechanical, and excavation service activities for use off premise.

(gg) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

SECTION 4. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 5. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Constituting the Board of
County Commissioners of
Benton County, Washington

Approved as to Form:

Ryan K Brown
_____
Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

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

PCM 1.3

NOTICE OF OPEN RECORD HEARINGS

NOTICE IS GIVEN that the following applications will be considered by the Benton County Planning Commission at public hearings on Tuesday, March 9th, 2021, at **6 p.m.**

OA 2021-001 - AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height and also adding to the meteorological towers use to allow the gathering of data for wind and solar energy potential.

OS 2021-001 - An application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather that their highest and best use.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 5, 2021 and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Department by 5 p.m. on Monday March 8, 2021.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to in person visits from the public at this time. In an effort to continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. **If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.**

If you wish to provide comments on any of the actions before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. **You must submit a request form to participate for each hearing that you wish to attend.** If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

At this hearing, the Planning Commission may recommend approval, conditional approval, or disapproval of the applications to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application per the phone in instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 17th day of February 2021.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: February 24, 2021

DETERMINATION OF NON-SIGNIFICANCE

Proponent: Benton County Community Development
Dept. - Planning Division
P.O. Box 910, Prosser WA 99350

File No. EA 2021-004

Project Description: Benton County is amending its development regulations for the Growth Management Agricultural District Ordinance of Benton County Code (BCC) 11.18.040 and BCC 11.18.070 and Rural Lands 20 Acre District - BCC 11.15.060 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height.

Project Location: Countywide
Jurisdiction: Benton County, Washington
Lead Agency: Benton County Community Development Dept. - Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. The environment threshold determination is based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and

This DNS is issued under WAC197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by **February 19, 2021**.

SEPA Responsible Official: Greg Wendt, Director
Position/Title: Benton County Community Development Dept.
Mailing Address: P.O. Box 910, Prosser WA 99350

Date**: February 5, 2021** Signature

Greg Wendt, Director

DISTRIBUTION:
Applicant
News Media (Encl. map or plot plan)
Benton County Building Office
Dept. of Natural Resources-Olympia
Dept. of Natural Resources -Ellensburg
Benton Clean Air Authority
Bureau of Reclamation
Benton County Public Works
City of Kennewick
City of Richland
City of Benton City
City of Prosser
City of West Richland
Benton-Franklin Dist. Health Dept.
Kennewick Irrigation District
Kiona Irrigation District
Benton Irrigation District
Badger Mountain Irrigation District
Columbia Irrigation District
Sunnyside Valley Irrigation District
Roza Irrigation District
Department of Transportation
Port of Benton
Port of Kennewick
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Corps of Engineers
Yakama Indian Nation
Fire District 1
Fire District 2
Fire District 3
Fire District 4
Fire District 5
Fire District 6
Fire Marshal
Tom Price, Environmental Review Inc.
Dept. of Agriculture
Conf. Tribes of the Umatilla Indian Reservation
Bureau of Land Management
Department of Fish and Wildlife
Office of Arch. & Historic Preservation
Futurewise
Dept. of Commerce
Dept. of Correction
Wash. State Conservation Commission
Bonneville Power Admin.
Dept. of the Navy
FFA

SEPA ENVIRONMENTAL CHECKLIST

File No. **EA 2021-004**

A. BACKGROUND

1. Name of proposed project, if applicable:

   Ordinance to amend BCC 11.15.060 and BCC 11.17.040 and 11.17.070

2. Name of applicant:

   Benton County Community Development
   Planning Division
   P.O. Box 910
   Prosser, WA 99350 (509) 786-5612 or (509) 736-3086

3. Address and phone number of applicant and contact person:

   Greg Wendt, Director
   Benton County Community Development
   Planning Division
   P.O. Box 910
   Prosser, WA 99350 (509) 786-5612 or (509) 736-3086

4. Date checklist prepared: *February 4, 2021*

5. Agency requesting checklist: *Benton County*

6. Proposed timing or schedule (including phasing, if applicable): *March/April 2021*

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

   None

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

   None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

   Board of County Commissioners approval of the proposed ordinance amendments.

10. List any government approvals or permits that will be needed for your proposal, if known.

    None

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Benton County is amending its development regulations for the Growth Management Agricultural District Ordinance (GMAD) of Benton County Code 11.18.070 and Rural Lands 20 Acre District to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the peorpty lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height;

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

This ordinance amendment is a planning proposal and as such, not site specific project related. The proposed amendments to Ordinances will apply to all lands in unincorporated Benton County located within the Growth Management Agriculture Zoning District.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): Flat Rolling Hilly Steep Slopes Mountainous
General topographic characteristics vary greatly within Benton County and environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

b. What is the steepest slope on the site (approximate percent slope)?
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed **2. Air**

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters?

If yes, please describe and attach available plans.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site?

If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

4. Plants

a. Check the types of vegetation found on the site: Deciduous tree *(alder, maple, aspen, other)*
Evergreen tree *(fir, cedar, pine, other)*
Shrubs
Grass
Pasture
Crop or grain
Orchards, vineyards or other permanent crops
Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
Water plants *(water lily, eelgrass, milfoil, other)*
Other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. List threatened and endangered species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. List all noxious weeds and invasive species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. List any threatened and endangered species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Is the site part of a migration route? If so, explain.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to preserve or enhance wildlife, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. List any invasive animal species known to be on or near the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

1) Describe any known or possible contamination at the site from present or past uses.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

4) Describe special emergency services that might be required.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

5) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3) Proposed measures to reduce or control noise impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Describe any structures on the site.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Will any structures be demolished? If so, what?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. What is the current zoning classification of the site? *Varies throughout the County.*

f. What is the current comprehensive plan designation of the site? *Varies throughout the County*

g. If applicable, what is the current shoreline master program designation of the site?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

i. Approximately how many people would reside or work in the completed project?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

j. Approximately how many people would the completed project displace?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: *Follow guidelines from the Benton County Comprehensive Plan and Benton County Code.*

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. *None*

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. *None*

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. What views in the immediate vicinity would be altered or obstructed?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Proposed measures to reduce or control aesthetic impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. What existing off-site sources of light or glare may affect your proposal?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Would the proposed project displace any existing recreational uses? If so, describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

h. Proposed measures to reduce or control transportation impacts, if any:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

16. Utilities

a. Circle utilities currently available at the site:
electricity natural gas water refuse service telephone sanitary sewer system other

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of Signee: Greg Wendt, Director

Position and Agency/Organization: Benton County Community Development

Date Submitted: February 4, 2021

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(**IT IS NOT NECESSARY** to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to avoid or reduce such increases are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

3. How would the proposal be likely to deplete energy or natural resources?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to protect or conserve energy and natural resources are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

a. Proposed measures to reduce or respond to such demand(s) are:

Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Not applicable, this is not a site specific project. However, if any threatened or endangered species are found during the review of a site specific project, compliance with Benton County Code Title 15-Environment (Protection of Critical Areas and Resources) is required. Also, the site specific project will need to comply with all local, state, and federal laws.

Donna Hutchinson

From: Johnson, Deborah L (DOH) <deborah.johnson@doh.wa.gov>
Sent: Friday, February 5, 2021 3:48 PM
To: Planning Department
Cc: DOH EPH SEPA
Subject: [EXTERNAL] RE: EA 2021-004 Determination of Non Significance-Agency Review

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you, Donna. I won't have any comments on this. Have a good weekend.

Deborah Johnson
Wellhead Protection Specialist
Office of Drinking Water
Environmental Public Health Division
Washington State Department of Health
deborah.johnson@doh.wa.gov
360-236-3133 | www.doh.wa.gov

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 5, 2021 2:26 PM
Subject: EA 2021-004 Determination of Non Significance-Agency Review

External Email

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this action. We appreciate your review of the proposal and return of comments no later than **February 19, 2021**. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Cristina Woods
Sent: Thursday, February 11, 2021 10:03 AM
To: Planning Department
Subject: RE: EA 2021-004 Determination of Non Significance-Agency Review

Good morning

PW has no comments

Thank you

Cristina Woods, MS • *Engineering Tech III*
Benton County Public Works
102206 Wiser Parkway , WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 5, 2021 2:26 PM
To: Badger Mountain Irrig. District <bmid@pocketinet.com>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; bidmitchell@frontier.com; Bureau of Land Management - Spokane <OR_Spokane_Mail@blm.gov>; Benton City Clerk - Jeni Zuniga <jzuniga@ci.benton-city.wa.us>; City of Kennewick - CEDInfo <cedinfo@ci.kennewick.wa.us>; City of Kennewick - Greg McCormick <Greg.McCormick@ci.kennewick.wa.us>; City of Prosser - Steve Zetz <szetz@cityofprosser.com>; City of Richland - Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Columbia Irrigation District <CID@columbiairrigation.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Environmental Review, Inc. - Tom Price <envreview@gmail.com>; FAA - Joseph Jackson <joseph.a.jackson@faa.gov>; Fire District #1 - Billie <billie@bentonone.org>; lonnie@bentonone.org; Fire District # 1 - Scott <scott@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Fire District #2 - R. Duncan <rduncan@bcfpd2.org>; Fire District #3 - Seth <SJohnson@westbentonfirerescue.org>; wwhealan@bcfd4.org; Fire District #4 - Deputy Chief Paul Carlyle (pcarlyle@bcfd4.org) <pcarlyle@bcfd4.org>; Fire District # 5 - Brian <brian@newhouseassociates.com>; chiefwatt@bcfd6.com; Futurewise - Alison Cable <alison@futurewise.org>; Kennewick Irrigation District - Application and SEPA Review (development@kid.org) <development@kid.org>; Kennewick Irrigation District - Ben Woodard <bwoodard@kid.org>; Kennewick Irrigation District - Seth Defoe <sdefoe@kid.org>; Kiona Irrigation District <kiid@owt.com>; MEDIA - KAPP/KVEW-TV <kappnews@kapptv.com>; KEPR General Newsroom <newsroom@keprtv.com>; MEDIA KOLU-FM - Martin Gibbs <kolu@kolu.com>; kvewnews@kvewtv.com; editor@recordbulletin.com; MEDIA - Tri-City Herald - Sarah Schilling <sschilling@tricityherald.com>; Port of Benton - Bud Zeck <budzeck@portofbenton.com>; Port of Kennewick - Larry Peterson <lpeterson@portofkennewick.org>; Roza Irrigation District - Steve Hayman <shayman@roza.org>; Sunnyside Valley Irrigation District - Rigo Diosdado <diosdador@svid.org>; US Army Corps of Engineers - David Moore <David.J.Moore@usace.army.mil>; US Army Corps of Engineers - Real Estate Division <cenww-re@usace.army.mil>; US Army Corps of Engineers - Tim Erkel <tim.r.erkel@usace.army.mil>; US Navy - Kimberly Peacher <kimberly.peacher@navy.mil>; WA Dept of Agriculture - Jada Burrell <jada.burrell@sc.usda.gov>; WA Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; WA Dept of Commerce - William

Simpson <william.simpson@commerce.wa.gov>; Dept. of Fish and Wildlife - Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife - Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife - Michael W. Ritter <rittemwr@dfw.wa.gov>; WA Dept of Fish and Wildlife SEPA Desk <SEPADesk@dfw.wa.gov>; DNR Sepa Center (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; WSDOT - Aviation Airports and Land Use (plattst@wsdot.wa.gov) <plattst@wsdot.wa.gov>; WA Dept of Transportation - Paul Gonseth <Gonsetp@wsdot.wa.gov>; WA Dept of Transportation - SEPA Review - TDM Coordinator <scplanning@wsdot.wa.gov>; Yakama Indian Nation (SEPA) - Elizabeth Sanchey <esanchey@yakama.com>; Yakama Indian Nation Environmental Review - Thalia Sachtleber <enviroreview@yakama.com>; SEPA Review - Washington Dept of Health <SEPA.reviewteam@doh.wa.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; BPA <almarshall@bpa.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; emcnagny@agr.wa.gov; nabr461@ecy.wa.gov; hugo.flores@dnr.wa.gov; deborah.johnson@doh.wa.gov; changt@wsdot.wa.gov; Dept. of Archaeology and Historic Preservation <greg.griffith@dahp.wa.gov>; peter.herzog@parks.wa.gov; eric.heinitz@doc.wa.gov; rsshultz@scc.wa.gov; john.lyle@bentoncleanair.org; Benton Clean Air - Rob Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air Authority - Robin Priddy <robin.priddy@bentoncleanair.org>; Brian Bell <Brian.Bell@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Steve Brown <Steve.Brown@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Dept. of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Unit <SEPAUNIT@ecy.wa.gov>; WA Dept of Ecology - Lori White <Lori.White@ecy.wa.gov>; WA State Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2021-004 Determination of Non Significance-Agency Review

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this action. We appreciate your review of the proposal and return of comments no later than **February 19, 2021**. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Blaine Broberg <BBroberg@kid.org>
Sent: Tuesday, February 16, 2021 12:59 PM
To: Planning Department
Cc: Daniel Tissell; Lori Gibson
Subject: [EXTERNAL] RE: EA 2021-004 Determination of Non Significance-Agency Review

CAUTION: This email originated from outside of Benton County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Hutchinson,

Please have the wind turbine setback criteria include USBR and Kennewick Irrigation District Easements and Rights-of-Way

Thanks,
Blaine Broberg, EIT
Staff Engineer
Kennewick Irrigation District
2015 S. Ely Street
Kennewick,WA 99337
Office: (509)586-6012 ext. 138
Cell: (509)873-2089

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 5, 2021 2:26 PM
To: Badger Mountain Irrig. District <bmid@pocketinet.com>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Benton Franklin Health District - Rick Dawson <rickd@bfhd.wa.gov>; bidmitchell@frontier.com; Bureau of Land Management - Spokane <OR_Spokane_Mail@blm.gov>; Benton City Clerk - Jeni Zuniga <jzuniga@ci.benton-city.wa.us>; City of Kennewick - CEDInfo <cedinfo@ci.kennewick.wa.us>; City of Kennewick - Greg McCormick <Greg.McCormick@ci.kennewick.wa.us>; City of Prosser - Steve Zetz <szetz@cityofprosser.com>; City of Richland - Stevens, Mike <mstevens@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Columbia Irrigation District <CID@columbiairrigation.com>; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Environmental Review, Inc. - Tom Price <envreview@gmail.com>; FAA - Joseph Jackson <joseph.a.jackson@faa.gov>; Fire District #1 - Billie <billie@bentonone.org>; lonnie@bentonone.org; Fire District # 1 - Scott <scott@bentonone.org>; Fire District #1 - Staff <staff@bentonone.org>; Fire District #2 - R. Duncan <rduncan@bcfpd2.org>; Fire District #3 - Seth <SJohnson@westbentonfirerescue.org>; wwhealan@bcfd4.org; Fire District #4 - Deputy Chief Paul Carlyle (pcarlyle@bcfd4.org) <pcarlyle@bcfd4.org>; Fire District # 5 - Brian <brian@newhouseassociates.com>; chiefwatt@bcfd6.com; Futurewise - Alison Cable <alison@futurewise.org>; Development <development@kid.org>; Ben Woodard <BWoodard@kid.org>; Seth Defoe <SDefoe@kid.org>; Kiona Irrigation District <kiid@owt.com>; MEDIA - KAPP/KVEW-TV <kappnews@kapptv.com>; KEPR General Newsroom <newsroom@keprtv.com>; MEDIA KOLU-FM - Martin Gibbs <kolu@kolu.com>; kvewnews@kvewtv.com; editor@recordbulletin.com; MEDIA - Tri-City Herald - Sarah Schilling <sschilling@tricityherald.com>; Port of Benton - Bud Zeck <budzeck@portofbenton.com>; Port of Kennewick - Larry Peterson <lpeterson@portofkennewick.org>; Roza Irrigation District - Steve Hayman <shayman@roza.org>; Sunnyside Valley Irrigation District - Rigo Diosdado <diosdador@svid.org>; US Army Corps of Engineers - David Moore <David.J.Moore@usace.army.mil>; US Army Corps of Engineers - Real Estate Division <cenww-re@usace.army.mil>; US Army Corps of Engineers - Tim Erkel <tim.r.erkel@usace.army.mil>; US Navy - Kimberly Peacher <kimberly.peacher@navy.mil>; WA Dept of Agriculture - Jada Burrell <jada.burrell@sc.usda.gov>; WA Dept of Archaeology and Historic Preservation (sepa@dahp.wa.gov)

<sepa@dahp.wa.gov>; WA Dept of Commerce - William Simpson <william.simpson@commerce.wa.gov>; Dept. of Fish and Wildlife - Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife - Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife - Michael W. Ritter <rittemwr@dfw.wa.gov>; WA Dept of Fish and Wildlife SEPA Desk <SEPADesk@dfw.wa.gov>; DNR Sepa Center (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; WSDOT - Aviation Airports and Land Use (plattst@wsdot.wa.gov) <plattst@wsdot.wa.gov>; WA Dept of Transportation - Paul Gonseth <Gonsetp@wsdot.wa.gov>; WA Dept of Transportation - SEPA Review - TDM Coordinator <scplanning@wsdot.wa.gov>; Yakama Indian Nation (SEPA) - Elizabeth Sanchey <esanchey@yakama.com>; Yakama Indian Nation Environmental Review - Thalia Sachtleber <enviroreview@yakama.com>; SEPA Review - Washington Dept of Health <SEPA.reviewteam@doh.wa.gov>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; BPA <almarshall@bpa.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; emcnagny@agr.wa.gov; nabr461@ecy.wa.gov; hugo.flores@dnr.wa.gov; deborah.johnson@doh.wa.gov; changt@wsdot.wa.gov; Dept. of Archaeology and Historic Preservation <greg.griffith@dahp.wa.gov>; peter.herzog@parks.wa.gov; eric.heinitz@doc.wa.gov; rsshultz@scc.wa.gov; john.lyle@bentoncleanair.org; Benton Clean Air - Rob Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air - Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton Clean Air Authority - Robin Priddy <robin.priddy@bentoncleanair.org>; Brian Bell <Brian.Bell@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Steve Brown <Steve.Brown@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Dept. of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Unit <SEPAUNIT@ecy.wa.gov>; WA Dept of Ecology - Lori White <Lori.White@ecy.wa.gov>; WA State Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2021-004 Determination of Non Significance-Agency Review

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this action. We appreciate your review of the proposal and return of comments no later than **February 19, 2021**. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.

Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	March 30, 2021 **Memo Date: March 15, 2021**
Subject:	File No. OS 2021-001 Application for the Classification of Open Space Land under RCW 84.34 Open Space, Agricultural, Timberlands – Current Use – Conservation Futures and WAC 458.30 – Open Space Taxation Act Rules.
Presenter:	Peter McEnderfer, Greg Wendt
Prepared By:	Peter McEnderfer
Reviewed By:	Greg Wendt

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

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

Summary / Background Information

The Planning Division and the Planning Commission are forwarding an Open Space Land Classification application to the Board of County Commissioners with a recommendation for approval. The proposed Open Space Land application will allow the subject parcels to be valued at their current use rather that their highest and best use for assessment of property taxes.

Specifically, the subject parcels provide native habitat for a wildlife rehabilitation center. Hundreds of native species are released on the site with the location providing an environment that supports native food sources and open space for the birds and animals to mature or recover. The wildlife rehabilitation center has a U.S. Federal Fish and Wildlife Permit (rehabilitation) and a Wildlife Rehabilitation permit from the Washington Department of Fish and Wildlife.

The property owner must comply with the current use audit program administrated by the Benton County Assessor. If the "present" use is discontinued, it will necessitate removal from Open Space Land Classification.

The Planning Commission held a public hearing on March 9, 2021 and after taking testimony and discussion among the Commission members they voted unanimously to forward a recommendation for approval of the proposed amendments subject to five (7) Findings of Fact.

Fiscal Impact

None Known at this time.

Recommendation

It is the recommendation of the Benton County Planning Department and the Planning Commission that Planning Casefile Application OS 2021-001, be approved with the suggested five (7) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve the application for Classification for Open Space Land as noted in Casefile OS 2021-001 and authorize the Chairman to sign the Notice of Approval for Classification as Open Space document.

EXHIBIT LIST FOR OS 2021-001

			DATED
Planning Commission Memo Exhibit List - March 9, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	February 26, 2021
	PCM 1.2	Site Map	February 17, 2021
	PCM 1.3	Vicinity Map	February 17, 2021
	PCM 1.4	Site Photos	February 23, 2021
	PCM 1.5	Notice of Public Hearing	February 17, 2021
		APPLICATION SUBMITTAL	
	PCM 1.6	Application for Classification of Open Sapce Land	January 4, 2021
	PCM 1.7	Federal Fish and Wildlife Permit	July 15, 2016
	PCM 1.8	Dept. of Natural Resources Easement	January 21, 2014
	PCM 1.9	WDFW Wildlife Rehabilitation Permit	April 27, 2019
	PCM 1.10	Notice of Aprovla or Denial of Application for Open Space Land	
	PCM 1.11	Open Space Taxation Agreement	
		COMMENTS	
	PCM 1.12	Dept. of Natural Resources	February 23, 2021
	PCM 1.13	Benton Co. Assessor's Office	February 18, 2021
	PCM 1.14	Benton County Public Works	February 23, 2021
Board of County Commissioners Memo Exhibit List March 30, 2021			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	March 15, 2021
	BCCM 1.2	Resolution	March 30, 2021
	BCCM 1.3	Planning Commission Findings and Recommendation	March 9 ,2021
	BCCM 1.4	Notice of Approval for Classifcation as Open Space	March 30, 2021
	BCCM 1.5	Open Space Taxation Agreement	March 30, 2021
	BCCM 1.6	Notice of Public Hearing	March 12, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
BCCM = County Commissioner Memo Exhibits

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING THE APPLICATION FOR CLASSIFICATION OF OPEN SPACE LAND OF PARCEL 1-2597-200-0003-000, 1-2597-200-0006-000 & 1-2597-200-0007-000 UNDER RCW 84.34 OPEN SPACE, AGRICULTURAL, TIMBERLANDS – CURRENT USE – CONSERVATION FUTURES AND WAC 458.30 – OPEN SPACE TAXATION RULES. FILE NO. OS 2021-001, APPLICANTS: LAUREL MCKEEHAN AND MICHELLE CARON

WHEREAS, the Benton County Planning Commission after conducting an open record hearing and review on March 9, 2021 has forwarded the proposed amendment(s) to the Board of County Commissioners with a positive recommendation; and,

WHEREAS, the Board did review the Planning Commission record, and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS, the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions that are found in File # OS 2021-001 in the Planning Department; and,

WHEREAS, Notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on March 17, 2021; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on Tuesday, March 30, 2021, at 9.00 a.m. in the Commissioners' Meeting Room, Justice Center, Kennewick Washington to consider the above proposed application for classification of open space land; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conditions of Approval as their own (which are kept in File No. SUB 2020-007 in the Planning Department records); and,

WHEREAS, after consideration of the above-mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to approve Planning Application OS 2021-001, application for classification of open space land; and,

NOW THEREFORE BE IT RESOLVED that the application for classification of open space land File No. OS 2021-001, Parcels: 1-2597-200-0003-000, 1-2597-200-0006-000 & 1-2597-200-0007-000 under RCW 84.30 Open Space, Agricultural, Timberlands – Current Use – Conservation Futures and WAC 458.30 – Open Space Taxation Rules is hereby Approved and the Chairman so indicate by signing the Notice of Approval for Classification as Open Space.

Dated this 30 day of March 2021.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

PMc

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to application for 15 acres located IN located in Section 25, Township 9 North, Range 27 East, for classification to Open Space Land

OS 2021-001 RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

The application for classification of 15 acres (Parcel#'s 125972000003000, 125972000006000 and 125972000007000) to Open Space Land under RCW 84.34- Open Space, Agricultural, Timberlands – Current Use – Conservation Futures and WAC 458.30- Open Space Taxation Rules, relating to planning casefile #OS 2021-001, be APPROVED subject to ten (10) findings of fact.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on February 24, 2021; and,

WHEREAS, an open record public hearing was held on March 9, 2021 at 6:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through telephonic and video access to the meeting. The meeting was also broadcast streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting, including, Lloyd Coughlin, Brian Skeels, Marjorie Kaspar,Leo Perales, Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on March 9, 2021; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated February 26, 2021; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners and,

FINDINGS OF FACT

1. Benton County Planning Division has determined the application for classification as Open Space Land meets the criteria and the intent of RCW 84.34 and WAC 458.30.

2. Planning Casefile Application OS 2021-001 is found to be in conformance with the intent of Benton County Code 11.17 zoning designation.

3. Planning Casefile Application OS 2021-001 is found to be in conformance with the intent of the Benton County Comprehensive Plan.

4. Planning Casefile Application OS 2021-001 is found to be in conformance with the intent of the RCW 84.34 and WAC 458-30.

5. The legal notification for Planning Casefile Application OA 2021-001 was given on February 24, 2021 pursuant to RCW 36.70.590.

6. Planning Case file Application OS 20201-001 appeared in an open record public hearing before the County Planning Commission on March 9, 2021 in the Planning Annex Hearing Room, 1002 Dudley Avenue, Prosser, WA 99350.

7. At the March 9, 2021, open record hearing, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing. The public hearing was held with the public being able to attend and comment through telephonic access to the meeting. The meeting was also broadcast through video access to allow the public to view the meeting.

8. The Planning Commission, at the conclusion of the open record hearing, voted to recommend approval and to forward a positive recommendation to the Board of County Commissioners for the proposed ordinance amendment application, OS 2021-001.

NOW, THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, that these findings of fact for the aforementioned application for classification of 15 acres to Open Space Land under RCW 84.34 and WAC 458.30, relating to planning casefile #OS 2021-001, be approved for transmittal to the Board of County Commissioners, with a recommendation to adopt the amendments.

3-9-2021

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

When Recorded Return to:

BENTON COUNTY ASSESSOR
PO BOX 902
PROSSER, WA 99350

Notice of Approval or Denial of Application for Classification as Open Space or Timber Land

Chapter 84.34 RCW

Grantor (County): BENTON

Grantee(s) (Property Owner(s)): LAUREL A MCKEEHAN
MICHELE L CARON

Property address(es): NKA

Legal description(s): PTN SECTION 25, TOWNSHIP 9, RANGE 27
SEE ATTACHED FULL LEGAL DESCRIPTION

Assessor's Property Tax Parcel or Account Number(s): SEE ATTACHED

Application received on 12/30/2020

Your application for Open Space or Timber Land classification has been:

☐ Approved in whole ☐ Approved in part
☐ Denied in whole ☐ Denied in part

Partial Approval – Legal description(s) for partial approval.

Denial – A portion or all of the land described above has been denied classification. Reason for denial:

Appeal – A denial of an application as Open Space or Timber Land may be appealed only to the superior court of the county in which the land is located and the application was made.

Granting Authority Signature Date

Prepare in duplicate. Send original approval/denial notification to the land owner and retain a copy with the application. If approved in whole or part, include the Open Space Taxation agreement with the notification. If denied in part, the owner may withdraw the entire application.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

REV 64 0103e (w) (2/9/12)

When Recorded Return to:

BENTON COUNTY ASSESSOR
PO BOX 902
PROSSER, WA 99350

Open Space Taxation Agreement

Chapter 84.34 RCW

(To be used for "Open Space" and "Timber Land" Classification or Reclassification Only)

Property Owner LAUREL A MCKEEHAN AND MICHELE L CARON

Property Address NKA

Legal Description PTN OF SECTION 25, TOWNSHIP 9, RANGE 27

SEE ATTACHED FULL LEGAL DESCRIPTION

Assessor's Property Tax Parcel or Account Number 125972000003000, 125972000006000, 125972000007000

Reference Numbers of Documents Assigned or Released

This agreement between LAUREL A MCKEEHAN AND MICHELE L CARON

hereinafter called the "Owner", and BENTON COUNTY

hereinafter called the "Granting Authority".

Whereas, the owner of the above described real property having made application for classification of that property under the provisions of Chapter 84.34 RCW. And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

☒ **Open Space Land – RCW 84.34.020(1)(a) or (b)**

☐ **Farm and Agricultural Conservation Land (a sub classification of open space land) – RCW 84.34.020(1)(c)**

☐ **Timber Land – RCW 84.34.020(3)**

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with its classified use.
2. No structures shall be built upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. A request may be filed with the assessor to withdraw from the program after the land has been classified for 10 or more years. No 20% penalty will be imposed. The applicable taxes and interest shall be imposed as provided in RCW 84.34.070.

6. After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), (9), or (10), shall be considered a **breach** of this agreement, and shall be subject to removal of classification and liable for additional tax, interest, and penalty as provided in RCW 84.34.080 and RCW 84.34.108.
7. A **breach** of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
   a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
   b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
   c) A natural disaster such as a flood, windstorm, earthquake, wildfire or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
   d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
   e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
   f) Acquisition of property interests by state agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 for the purposes enumerated in those sections (see RCW 84.34.108(6)(f));
   g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f);
   h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
   i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
   j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
   k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
   l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.070.
10. Changes to the conditions of this agreement could result in the re-rating of the parcel by the granting authority, subject to a public hearing, and may result in a change in assessed value. If the granting authority approves the changes in conditions, a revised agreement may be required.

The parcel(s) of land described in this agreement is subject to the following conditions:

In accordance with the Benton County Assessor's current use audit cycle, the property owner will provide documentation of the continuing use as a Natural Habitat/Wildlife Rehabilitation Center. The Benton County Assessor's next scheduled audit for this site will be in 2025 and then subsequently every sixth year.

The parcel(s) of land described in this agreement may be used in the following manner:

For the restoration of the natural habitat and use as a "Wildlife Rehabilitation" for the conserving and protecting soil resources, unique or critical wildlife, native plant habitat, promoting conservation principles by example and by offering educational opportunities.

The parcel(s) of land described in this agreement may be removed if the land is used in the following manner:

Discontinuation of the present use as native habitation for "Wildlife Rehabilitation" will necessitate removal from the Open Space Land Classification.

It is declared that this agreement specifies the classification and conditions as provided for in Chapter 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated _____ _____
Signature(s) of County and/or City Legislative Authority

_____
Title

Dated _____ _____
Signature(s) of County and/or City Legislative Authority

_____
Title

Dated _____ _____
Signature(s) of County and/or City Legislative Authority

_____
Title

As owner(s) of the herein-described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

_____
Owner(s)

Dated _____ _____
(Must be signed by all owners)

Date signed agreement received by Legislative Authority _____

Prepare in triplicate with one copy to each of the following: Owner, Granting Authority, and County Assessor

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

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 1.6

NOTICE OF OPEN RECORD HEARINGS

NOTICE IS HEREBY GIVEN that the following applications will be considered by the Board of County Commissioners at public hearings on Tuesday, March 30, 2021, at 9 a.m. in the Commissioners Meeting Room, Justice Center, Kennewick WA.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to in person visits from the public at this time. In an effort to continue to provide public access to the Commissioner's meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181.

OA 2021-001 - AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height and also adding to the meteorological towers use to allow the gathering of data for wind and solar energy potential.

OS 2021-001 - An application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather that their highest and best use.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 5, 2021 and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or

in writing to the Benton County Planning Department by 5 p.m. on Monday March 29, 2021.

BASED ON THE TESTIMONY presented at the public hearing, the Board of County Commissioners may or may not uphold the recommendation of APPROVAL from the Benton County Planning Commission or they may make changes to the proposed ordinance. All parties concerned may present any support or objections for the applications per the instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 12th day of March 2021.

JEROME DELVIN, Chairman
BENTON COUNTY COMMISSIONERS

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: March 17, 2021

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

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	**OS 2021-001**
MEMO DATE:	February 26, 2021
HEARING DATE:	March 9, 2021
APPLICANT:	Laurel A. McKeehan, Michele L. Caron
ADDRESS:	63609 E. Jacobs Rd, Benton City, WA 99320
LOCATION:	Three 5.00-acre parcels in Section 25, Township 9 North, Range 27 East, lying West of E. Jacobs Road and North of Dallas Road in unincorporated Benton County. The site is located on parcels 125972000003000, 125972000006000 and 125972000007000.
PROPERTY SIZE:	15.00 Acres Total
AREA TO BE USED:	15.00 Acres (100%)
LAND USE:	Undeveloped land
COMP. PLAN:	GMA AG – Growth Management Act Agriculture
ZONING:	GMAAD – Growth Management Act Agricultural District
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to 7 findings of fact.

APPLICATION DESCRIPTION

The applicant has submitted an application for the Classification or Reclassification Open Space Land to the Benton County Assessor.

The Washington State Open Space Taxation Act, RCW 84.34, enacted in 1970, allows property owners to have their open space, farm and agricultural, and timber lands valued at their current use rather than at their highest and best use. With this, RCW 84.34 states that an application for the classification or reclassification of land as open space shall be made to the county authority. According to the RCW, the application is to be processed in the same manner as a County Comprehensive plan amendment. With this, a public hearing has been scheduled with the County Planning Commission. The Planning

Commission recommendation of approval or denial is to be heard by the Board of County Commissioners in separate public hearing.

In determining whether an application for classification or reclassification of open space land should be approved, the County may take particular notice of the benefits to the general welfare of preserving the current use of the parcel(s) of land described in the application and shall consider the following:

(a) The revenue loss or tax shift that will result from granting the application.

(b) Whether granting the application for classification or reclassification of land will conserve or enhance natural, cultural, or scenic resources and protect soil resources, unique or critical wildlife, and native plant habitat.

(c) The zoning of the parcel(s) of land at the time the application for classification or reclassification is filed.

The applicant is requesting to classify 15 acres (three 5-acre parcels) as open space. The Comprehensive Plan and zoning designations for the property are Growth Management Act Agriculture and GMAAD – Growth Management Act Agricultural District respectively. The subject property is surrounded by the Department of Natural Resources irrigated land. The application indicates the category of open space land the site will qualify for is to protect soil resources, unique or critical wildlife, or native plant habitat.

Presently the site of the three (3) parcels is being restored back to native plants and the applicant operate a "wildlife rehabilitation center". As part of that mission, hundreds of native species (barn owls, kestrels, red-tailed hawks, quail, and cottontail rabbits) are released on the site. The site provides an environment that supports their native food sources as well as "elbow-room" away from people as the birds develop maturity. The application included a Washington Department of Fish and Wildlife Rehabilitation permit, a U.S. Federal Fish and Wildlife Permit (rehabilitation) and a Washington State Department of Natural Resources Urban/Rural Easement which provides access to the property.

PUBLIC NOTICE

1. A Notice of Public Hearing was published in the Prosser Record Bulletin on Feb 24, 2021 and was put on the web on February 19, 2021.

2. Planning Staff emailed out review packets to technical agencies on February 19, 2021, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.

2. RCW 84.34: Open Space, Agricultural, Timberlands – Current Use –Conservation Futures.

3. WAC 458-30: Open Space Taxation Act Rules.

AGENCY COMMENTS

1. Benton County Assessor: The Benton County Assessor provided an estimate of the tax loss or shift resulting from this reclassification. The estimate is $967.06 per parcel for the 2022 property tax, *see Suggested Findings of Fact 6(a).*

2. Benton County Public Works: Has no comments related to this project.

3. Dept. of Natural Resources: Has not comments related to this project.

CRITERIA FOR FINDINGS OF FACT

1. **RCW 84.34.020(1) – Open Space – Current Use – Definitions.** "Open space land" is any land area, the preservation of which in its present use would conserve and enhance natural or scenic resources, promote conservation of soils, wetlands, beaches or tidal marshes or enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries or other open space.

2. **RCW 84.34.037 (1) (2)(4) – Application for current use classification – factors to be considered – conditions of approval.** In determining whether an application made for classification or reclassification under RCW 84.34.020(1) and should be approved or disapproved, the granting authority may take cognizance of the benefits to the general welfare of preserving the current use of the property which is the subject of application, and shall consider:

    (a) The resulting revenue loss or tax shift.

    (b) Whether granting the application for land applying under RCW 84.34.020(1) will conserve or enhance natural, cultural or scenic resources.

(c) Protect soil resources and unique or critical wildlife and native plant habitat.

(d) Promote conservation principles by example or by offering educational opportunities.

(e) Enhance the value of abutting or neighboring parks, forests, wildlife preserves, nature reservations, sanctuaries, or other open spaces.

3. **WAC 458-30-230(2)(3) - Application for open space classification**

An application for classification or reclassification of land as open space shall be made to the county legislative authority of the county in which the land is located. The identity of the entity that will act as the granting authority shall be determined by the location of the land the applicant seeks to classify or reclassify as open space land. The granting authority shall be determined as follows:

(a) If the parcel(s) of land is located in an unincorporated area of the county, the county legislative authority shall be the granting authority.

An application for classification or reclassification of a parcel(s) of land as open space land shall be processed as follows:

(a) The granting authority shall determine whether or not the land is located in an area designated as "open space" by an official comprehensive land use plan adopted by a city or county and zoned accordingly. If the land is in an area subject to a comprehensive plan, the application for classification or reclassification shall be treated in the same manner as a proposed amendment to that plan.

The factors to consider in determining whether an application for classification or reclassification as open space land should be approved, the granting authority may take particular notice of the benefits to the general welfare of preserving the current use of the parcel(s) of land described in the application and shall consider the following:

(a) The revenue loss or tax shift that will result from granting the application.

(b) Whether granting the application for classification or reclassification of land will conserve or enhance natural, cultural, or scenic resources and protect soil resources, unique or critical wildlife, and native plant habitat.

(c) The zoning of the parcel(s) of land at the time the application for classification or reclassification is filed.

The granting authority shall either approve or disapprove the application within six months of the date the completed application was received by the county legislative authority. The granting authority may approve the application for classification or reclassification in whole or in part. If any part of the application is denied, the applicant may withdraw the entire application. In approving the application in whole or in part, the granting authority may also require that certain conditions be met including, but not limited to, the granting of easements. When the application for classification or reclassification as open space has been approved, the granting authority shall prepare an agreement. The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions.

4. **WAC 458-30-240 (2)(3) - Agreement relating to open space and timber land classifications**

When an application for classification or reclassification as open space or timber land has been approved by the granting authority, the granting authority must prepare an agreement. The agreement must state all conditions attached to the approval of the application. The conditions of approval and any requirements of the classification detailed in the agreement will be binding upon any heir, successor, or assignee of the parties of the original agreement. The agreement will apply to the parcel(s) of land described in the agreement. The agreement may include, but is not limited to, a description of the ways the classified land may be used to retain its classified status, the actions that will cause removal of the land from classification, and the consequences of a change in the classified use of the land. Within five calendar days after the approval of the application for classification or reclassification, in whole or in part, the granting authority will deliver by certified mail, return receipt requested, the agreement to the owner for signature. The owner may accept or reject the agreement. If accepted, the agreement must be signed and returned to the granting authority within thirty calendar days after receipt. If the agreement is not signed and returned to the granting authority within thirty calendar days of the date the unsigned agreement was mailed to the owner, the granting authority will conclusively presume the agreement has been rejected unless the owner can show proof that he or she was prevented from returning the agreement by events beyond his or her control. To be properly executed, the agreement must be signed by the owner and will become effective on the date the granting authority receives the signed agreement from the owner of the classified parcel(s) of land. The granting authority must, within ten calendar days after receiving the signed agreement, send one copy to the assessor of the county in which the land is located.

RECOMMENDATION

Benton County Planning Staff will assist the Planning Commission with the determination of findings of fact for – Open Space - OS 2021-001.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application Open Space - OS 2021-001with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. Benton County Planning Division has determined the application for classification as Open Space Land meets the criteria and the intent of RCW 84.34 and WAC 458.30; and

2. The application for classification includes 15 acres (three 5-acre parcels) which are currently designated by the Benton County Comprehensive Plan and Zoning Map as Growth Management Act Agriculture and GMAAD – Growth Management Act Agricultural District respectively. The subject site is surrounded by Department of Natural Resources irrigated land. The application indicates the category of open space land the site will qualify for is, to protect soil resources, unique or critical wildlife, or native plant habitat; and

3. OS 2021-001 is found to be in conformance with the intent of the Benton County Comprehensive Plan "Goals and Required Elements" (1.1.2-9). Open Space and Recreation – Encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks.

    (a) Restoring the 15.0-acre site to native plants will provide a food native source and habitat for the applicant's "wildlife rehabilitation center" and therefore, the conservation of wildlife habitat; and

4. OS 2021-001 is found to be in conformance with the intent of the Title 11, Chapter 11.17 Growth Management Act Agricultural Zoning District. Specifically, Benton County Code - 11.17.040 ALLOWABLE USES. Provided all applicable code provisions are satisfied, the following uses are allowed within the GMA Agricultural District on a single parcel of record: (h) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.

    (a) The 15.0-acre site provides a natural, native habitat for the rehabilitation of

hundreds of native species (barn owls, kestrels, red-tailed hawks, quail, and cottontail rabbits) that are released on the site. The site facilitates an environment that supports native food sources as the birds develop maturity; and

5. OS 2021-001 is found to be in conformance with the intent of the RCW 84.34 and WAC 458-30. It is in the best interest of the State of Washington to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands for the production of food, fiber, and forest crops and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of the state and its citizens.

   (a) The restoration of the natural habitat and "Wildlife Rehabilitation" presently being operating on the 15.0-acre site will conserve and protect soil resources, unique or critical wildlife, native plant habitat, promote conservation principles by example or by offering educational opportunities; and

6. The estimate revenue loss or tax shift that will result from granting this application.

   (a) Tax loss/shift estimate from the Benton County Assessor *see table below*; and

Parcel Number	2022 Market Value	2022 Open Space Value	Value Loss	Estimated Tax Loss or Shift
1259720000030000	$80,000	$850	$79,150	$967.06
1259720000060000	$80,000	$850	$79,150	$967.06
1259720000070000	$80,000	$850	$79,150	$967/06

*Based upon Benton County Tax Area 1431 – 2021 Levy Rate of $12.218088339/per $1,000 of assessed value.

7. The legal notification for OS 2021-001 was given on February 24, 2021 pursuant to RCW 36.70.590.

SUGGESTED CONDITIONS OF APPROVAL:

1. The property owner shall record a completed "*Notice of Approval or Denial of Application for Classification as Open Space or Timber Land*". The applicant will provide a copy of the recorded document to the Benton County Assessor.

2. The property owner shall record a completed "*Open Space Taxation Agreement*". The applicant will provide a copy of the recorded document to the Benton County Assessor.

3. Within five calendar days after the approval of the application for classification or reclassification, in whole or in part, the granting authority will deliver by certified mail, return receipt requested, the agreement to the owner for signature. The owner may accept or reject the agreement. If accepted, the agreement must be signed and returned to the granting authority within thirty calendar days after receipt. If the agreement is not signed and returned to the granting authority within thirty calendar days of the date the unsigned agreement was mailed to the owner, the granting authority will conclusively presume the agreement has been rejected unless the owner can show proof that he or she was prevented from returning the agreement by events beyond his or her control. To be properly executed, the agreement must be signed by the owner and will become effective on the date the granting authority receives the signed agreement from the owner of the classified parcel(s) of land. The granting authority must, within ten calendar days after receiving the signed agreement, send one copy to the assessor of the county in which the land is located.

4. In accordance with the Benton County Assessor's current use audit cycle, the property owner will provide documentation of the continuing use as a Natural Habitat/Wildlife Rehabilitation Center. The Benton County Assessor's next scheduled audit for this site will be in 2025 and then subsequently every sixth year.

5. Discontinuation of the approved land use will necessitate removal for the current use program. The Open Space Land classification can transfer when the property sells or when ownership is conveyed with the new owner assuming the property tax liabilities. If a change of use is made by the owner (current or future), the Assessor's office must be notified within 60 days that a change has taken place. The Assessor must then impose an additional tax because of the change in use. The additional tax is calculated on the difference between the taxes paid under the current use value and the taxes that would have been paid on that land at market value. The calculation applies to the past seven years plus a pro-rated calculation of the current year tax liability along with interest on this additional tax at the rate of one percent per month plus a twenty-percent penalty.

SUGGESTED MOTION-

I move that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the Commission's recommendation for approval of the application for classification to Open Space Land under RCW 84.34 and WAC 458.30, relating to OS 2021-001, that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

PCM 1.2

OS 2021-001 Site Map

2/17/2021, 1:26:21 PM

1:4,514

0 0.04 0.07 0.15 mi

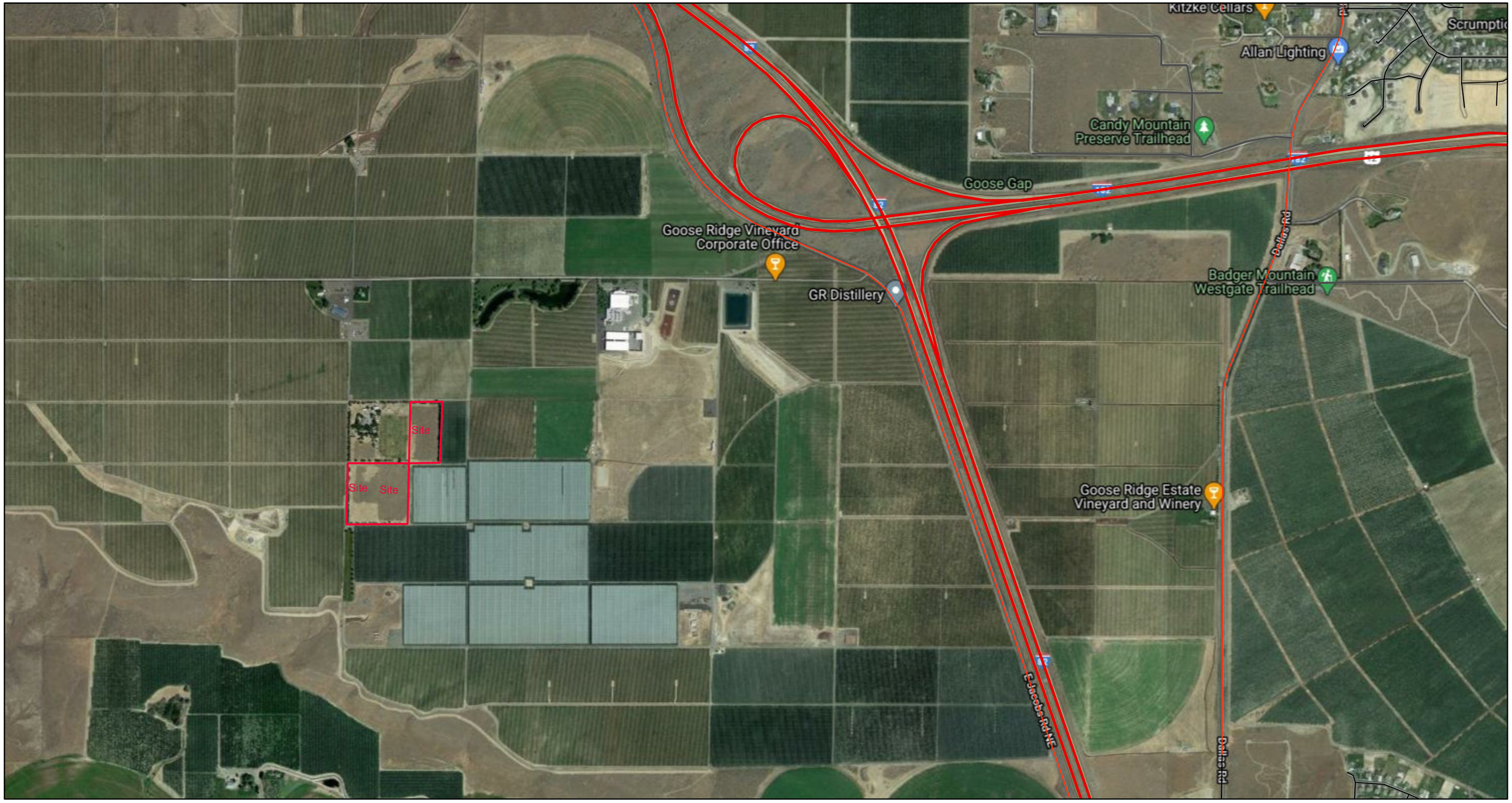
0 0.05 0.1 0.2 km

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

Benton County Planning
Google Inc |

OS 2021-001 Vicinity Map

PCM 1.3



2/17/2021, 1:29:45 PM

Road

- City Road
- Interstate
- Paved County Road
- Private Road

1:18,056

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

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

Benton County Planning
Google Inc |

Open Space OS-2021-001
Taken on February 23, 2021

Native Habitat and food sources

Hatching Boxes.

For owls and birds of prey. Enable birds to develop or recover. Young birds learn to fly and mature to self-sufficiency.

Open air pole building.

For larger birds or animals. Safe / secure environment allowing time for bird / animal time to recover from trauma prior to being released.

Open Space OS-2021-001
Taken on February 23, 2021

Quail / Waterfowl building

exterior and pen

Quail / Waterfowl building

Interior where baby birds are raised and mature prior to release

Open Space OS-2021-001
Taken on February 23, 2021

Intake building

The bird / animal is examined upon arrival and rehabilitation

Intake building

Interior holding cages

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

PCM 1.5

NOTICE OF OPEN RECORD HEARINGS

NOTICE IS GIVEN that the following applications will be considered by the Benton County Planning Commission at public hearings on Tuesday, March 9th, 2021, at **6 p.m.**

OA 2021-001 - AN ORDINANCE relating to zoning, rural lands twenty acre district (RL-20), and growth management act agricultural district (GMAAD); amending the sections relating to uses requiring a conditional use permit and allowable uses; amending Ordinance 611, Section 53 and BCC 11.15.060; amending Ordinance 611, Section 60 and BCC 11.17.040; and amending Ordinance 611, Section 63 and BCC 11.17.070 to change the wind turbine setbacks to require that wind turbine tower bases must be setback from all dwellings not located on the same parcel at least 1,640 feet; to require that wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm, and that all wind turbine tower bases must be set back from the closest edge of a state, county or city road right-of-way a distance equal to the associated wind turbine height plus 50% of that height and also adding to the meteorological towers use to allow the gathering of data for wind and solar energy potential.

OS 2021-001 - An application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather that their highest and best use.

NOTICE IS FURTHER GIVEN that the proposed ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 5, 2021 and accordingly an Environmental Impact Statement was not required. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing as using the method noted below or in writing to the Benton County Planning Department by 5 p.m. on Monday March 8, 2021.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to in person visits from the public at this time. In an effort to continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. **If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, Webex video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.**

If you wish to provide comments on any of the actions before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. **You must submit a request form to participate for each hearing that you wish to attend.** If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

At this hearing, the Planning Commission may recommend approval, conditional approval, or disapproval of the applications to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application per the phone in instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 17th day of February 2021.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: February 24, 2021

PCM 1.6

Department of Revenue Washington State

Application for Classification or Reclassification
Open Space Land
Chapter 84.34 RCW

File With The County Legislative Authority

Name of Owner(s): Laurel A. McKeehan, Michele L. Caron Phone No: (509)366-5777, (509)366-0888

Email Address: michelec@tccancer.org

Address: 63609 E. Jacobs Rd. NE
Benton City, WA 99320

Parcel Number(s): 125972000003000, 125972000006000, 125972000007000

Legal Description: THE WEST HALF OF THE EAST HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 9 RANGE 27
THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 9 RANGE 27
THE EAST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER IN SECTION 25 TOWNSHIP 9 RANGE 27

Total Acres in Application: 15 Acres

Indicate what category of open space this land will qualify for:

- ☐ Conserve or enhance natural, cultural, or scenic resources
- ☐ Protect streams, stream corridors, wetlands, natural shorelines, or aquifers
- ☑ Protect soil resources, unique or critical wildlife, or native plant habitat
- ☐ Promote conservation principles by example or by offering educational opportunities
- ☐ Enhance the value to the public of abutting or neighboring parks, forests, wildlife preserves, nature reservations or sanctuaries, or other open spaces
- ☐ Enhance recreation opportunities
- ☐ Preserve historic or archaeological sites
- ☐ Preserve visual quality along highway, road, street corridors, or scenic vistas
- ☐ Retain in its natural state tracts of land not less than one acre situated in an urban area and open to public use on such conditions as may be reasonably required by the granting authority
- ☐ Farm and agricultural conservation land previously classified under RCW 84.34.020(2), that no longer meets the criteria
- ☐ Farm and agricultural conservation land that is "traditional farmland" not classified under Chapter 84.33 or Chapter 84.34 RCW, that has not been irrevocably devoted to a use inconsistent with agricultural uses, and has a high potential for returning to commercial agriculture

RECEIVED
JAN 04 2020
BENTON COUNTY ASSESSOR

1. Describe the present use of the land.

The 3 parcels applicable in this application are being restored back to native plants. We operate a wildlife rehabilitation center. As part of that mission, hundreds of native species (barn owls, Kestrels, Red-Tail Hawks, quail and cottontails) are released on the site. The land allows an environment that supports their food sources, as well as "elbow-room" away from people as they develop maturity.

Please see attachment #1: Wildlife Rehabilitation Licenses for additional information.

2. Is the land subject to a lease or agreement which permits any other use than its present use? ☐ Yes ☑ No

If yes, attach a copy of the lease agreement.

3. Describe the present improvements (residence, buildings, etc.) located on the land.

None

4. Is the land subject to any easements? ☑ Yes ☐ No

If yes, describe the type of easement, the easement restrictions, and the length of the easement.

The easement provides egress and ingress to a single family residence and wildlife rehabilitation center located on land owned by Laurel McKeehan and Michele Caron. Please refer to Attachment #2: DNR Easement for the description of the easement restrictions and a map and physical description of the easement.

5. If applying for the farm and agricultural conservation land category, provide a detailed description below about the previous use, the current use, and the intended future use of the land.

N/A

NOTICE:
The county and/or city legislative authorities may require owners to submit additional information regarding the use of the land.

As owner of the parcel(s) described in this application, I hereby indicate by my signature below that I am aware of the additional tax, interest, and penalties involved when the land ceases to be classified under the provisions of Chapter 84.34 RCW. I also certify that this application and any accompanying documents are accurate and complete.

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070)

Print the name of each owner:	Signature of each owner:	Date
Michele Caron	Michele L Caron	12/30/20
Laurel A. McKeehan	Laurel A McKeehan	12/30/20

The granting or denial of an application for classification or reclassification as open space land is a legislative determination and shall be reviewable only for arbitrary and capricious actions. Denials are only appealable to the superior court of the county in which the land is located and the application is made.

Statement of Additional Tax, Interest, and Penalty Due Upon Removal of Classification

1. Upon removal of classification, an additional tax shall be imposed which shall be due and payable to the county treasurer 30 days after removal or upon sale or transfer, unless the new owner has signed the Notice of Continuance. The additional tax shall be the sum of the following:

   (a) The difference between the property tax paid as "Open Space Land" and the amount of property tax otherwise due and payable for the last seven years had the land not been so classified; plus

   (b) Interest upon the amounts of the difference in (a), paid at the same statutory rate charged on delinquent property taxes; plus

   (c) A penalty of 20% will be applied to the additional tax and interest if the classified land is applied to some other use except through compliance with the property owner's request for withdrawal as described in RCW 84.34.070(1).

2. The additional tax, interest, and penalty specified in (1) shall not be imposed if removal resulted solely from:

   (a) Transfer to a governmental entity in exchange for other land located within the State of Washington.

   (b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power of eminent domain in anticipation of the exercise of such power.

   (c) A natural disaster such as a flood, windstorm, earthquake, wildfire, or other such calamity rather than by virtue of the act of the landowner changing the use of such property.

   (d) Official action by an agency of the State of Washington or by the county or city where the land is located disallows the present use of such land.

   (e) Transfer of land to a church when such land would qualify for property tax exemption pursuant to RCW 84.36.020.

   (f) Acquisition of property interests by State agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 (See RCW 84.34.108(6)(f)).

   (g) Removal of land classified as farm & agricultural land under RCW 84.34.020(2)(f) (farm home site).

   (h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification.

   (i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120.

   (j) The creation, sale, or transfer of a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040.

   (k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as designated forest land under chapter 84.33 RCW, or classified under this chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used.

   (l) The discovery that the land was classified in error through no fault of the owner.

FOR LEGISLATIVE AUTHORITY USE ONLY

Date application received: _____ By: _____

Amount of processing fee collected: $ _____

- Is the land subject to a comprehensive land use plan adopted by a city or county? ☐ Yes ☐ No

  If yes, application should be processed in the same manner in which an amendment to the comprehensive land use plan is processed.

  If no, application must be acted upon after a public hearing and notice of the hearing shall have been given by one publication in a newspaper of general circulation in the area at least ten days before the hearing.

- If the land is not subject to a comprehensive land use plan, is the land located within an incorporated part of the county? ☐ Yes ☐ No

  If yes, application must be acted upon by three members of the county legislative authority and three members of the city legislative authority. See RCW 84.34.037(1) for details.

  If no, application must be acted upon by three members of the county legislative authority.

☐ Application approved ☐ In whole ☐ In part

☐ Application denied ☐ Date owner notified of denial (Form 64 0103):

If approved, date Open Space Taxation Agreement (OSTA) was mailed to owner:

Signed OSTA received by Legislative Authority on:

Copy of signed OSTA forwarded to Assessor on:

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

REV 64 0021e (6/26/19)

Tuesday, Jan 05, 2021 02:16 PM

PCM 1.7

DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
Migratory Bird Permit Office
911 NE 11th Ave. • Portland, OR 97232
Tel: 503-872-2715 Fax: 503-231-2019
Email: permitsR1MB@fws.gov

FEDERAL FISH AND WILDLIFE PERMIT

2. AUTHORITY STATUTES
16 USC 703-712

3. REGULATIONS
50 C.F.R. Part 13
50 CFR 21.31

4. PERMITTEE
[redacted]
dba [redacted]
[redacted]
[redacted]
[redacted]
U.S.A.

5. PERMIT #
MB817383-0

6. RENEWABLE
[ ] YES
[X] NO

7. MAY COPY?
[X] YES
[ ] NO

8. EFFECTIVE
04/30/2021

9. EXPIRES
03/31/2021

10. NAME AND TITLE OF PRINCIPAL OFFICER (if applicable)

11. TYPE OF PERMIT
REHABILITATION

12. LOCATIONS WHERE AUTHORIZED ACTIVITY MAY BE CONDUCTED
Rehabilitation conducted: WA
Records maintained at: Private residence
Physical Location: Listed in block 4 above
UMATILLA COUNTY

13. CONDITIONS AND AUTHORIZATIONS

A. THE [redacted], COMPLIANCE WITH 50 CFR 13, AND SPECIFIC CONDITIONS CONTAINED IN FEDERAL REGULATIONS CITED IN BLOCK #2 ABOVE, ARE HEREBY MADE A PART OF THIS PERMIT. ALL ACTIVITIES AUTHORIZED HEREIN MUST BE CONDUCTED IN ACCORD WITH LAW FOR THE PURPOSES DESCRIBED IN THE APPLICATION SUBMITTED. CONTINUED VALIDITY, OR RENEWAL, OF THIS PERMIT IS SUBJECT TO COMPLIANCE AND FULL COMPLIANCE WITH ALL APPLICABLE CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE REPORTING REQUIREMENTS APPLICABLE TO YOU.

B. THE VALIDITY OF THIS PERMIT IS ALSO CONDITIONED UPON STRICT OBSERVANCE OF ALL APPLICABLE FOREIGN, STATE, LOCAL, TRIBAL, OR OTHER FEDERAL LAW.

C. VALID FOR USE BY PERMITTEE NAMED ABOVE.

D. This permit authorizes you to
(1) *take from the wild or receive from another person sick, injured, or orphaned migratory birds* and to possess them and provide rehabilitative care for them;
(2) transport such birds to a suitable habitat for release, to another permitted rehabilitator's facilities, or to a veterinarian;
(3) transfer, release, or euthanize such birds;
(4) transfer or otherwise dispose of dead specimens; and
(5) receive, stabilize, and transfer within 48 hours birds of migratory bird species not authorized by your permit, in cases of emergency.

Species Authorized:
(1) Raptors (small owls & falcons) - Unlimited activity (hack box, etc.)
(1) Raptors (med owls & small hawks)
- Unlimited activity (flight cage)

Not Authorized:
No Authorization - Songbirds & Similar Species
No Authorization - Waterfowl/Marshbirds
No Authorization - Wading/Shorebirds
No Authorization - Seabirds
No Authorization - Raptors (med hawks, large raptors)
Must transfer raptors to federally permitted facility for activity listed above, all others transfer within 45 hours.

Rehabilitation enclosures:
Indoor:
1 incubator - 30"L x 18"W x 32"H
2 brooders - 17"L x 17"W x 15"H
1 stainless steel cage - 28"L x 18"W x 24"H

1 brooder - 17"L x 24"W x 15"H;
4 stainless steel cages - 28"L x 24"W x 24"H
4 stainless steel cages - 28"L x 18"W x 16"H

Continued on next page

14. ADDITIONAL CONDITIONS AND AUTHORIZATIONS (if applicable)

15. REPORTING REQUIREMENTS

Immediate Reports: *Injuries & death related to suspected criminal activity* call FWS Law Enforcement (425-883-8122 [Pacific Coast 12).
24-Hour Reports: T&E and Bald or Golden Eagle mortality and disposition email Permits R1MB@fws.gov (Pacific Coast +1).
Annual Reports: Due January 31. Forms are available at: https://www.fws.gov/forms/3-202-1.pdf

16. ISSUING OFFICER SIGNATURE
Original Signed By
Leslie Henry

17. TITLE
MIGRATORY BIRD PERMIT OFFICE - REGION 1

18. DATE
03/31/2016

19. EXTENSION OF PERMIT SIGNATURE

Outdoor

1 Flight - 40'L x 20'W x 16'H
14 hack boxes - 16"L x 22"W x 12"H
4 hack boxes - 24"L x 24"W x 24"H
2 hack boxes - 12"W x 20"L x 12"H

E. You must immediately notify the local U.S. Fish and Wildlife Service Office of Law Enforcement (OLE) if you have reason to believe a bird has been poisoned, shot, trapped (e.g., foot-hold), electrocuted, collided with industrial power generation equipment or communication tower equipment, or has been otherwise subjected to potential criminal activity. You may not salvage a dead bird in the field if you have reason to believe it died as the result of potential criminal activity unless you first obtain authorization from OLE. See FWS OLE contact information below.

F. Any person responsible for the permitted activities when you or a subpermittee are not present must either possess his or her own Federal rehabilitation permit or be authorized as your subpermittee by being named in writing to your issuing migratory bird permit office.

Authorized subpermittees: Laurel McKeehan.
Transport ONLY: Mark McAllister, Claudia Becker, Dan Becker, Toni Faust and Bob Tompkins.

G. You and any subpermittees must comply with the attached Standard Conditions for Rehabilitation Permits. These standard conditions are a continuation of your permit conditions *and must remain with your permit.*

For suspected illegal activity, immediately contact USFWS Office of Law Enforcement at: 425-883-8122

Region I
Raptors
Unlimited Activity Minimum Housing Guidelines

8Wx8Lx8H
Owls: Boreal, Burrowing, Flammulated, Northern Pygmy, Northern Saw-whet, Western Screech

8Wx16Lx8H
Accipiter: Gray Frog-Hawk (Chinese Goshawk, Japanese Sparrowhawk, Sharp-shinned Hawk.
Falcons: American Kestrel, Eurasian Kestrel, Merlin
Owl: Northern Hawk

10Wx30Lx12H
Accipiter: Cooper's Hawk
Owls: Barn, Long-eared, Short-eared
Hawk: Hawaiian
Kite: White-tailed

10Wx50Lx12H
Accipiter: Northern Goshawk
Harrier: Northern
Hawks: Red-tailed, Rough-legged, Swainson's
Owls: Barred, Great Horned, Pueblo

20Wx100Lx16H
Eagles: Bald, Golden
Falcons: Gyr, Peregrine, Prairie
Hawks: Ferruginous
Osprey
Owls: Great Gray, Snowy
Vulture: Turkey

Region I
Songbirds and Miscellaneous Avian Species
Unlimited Activity Minimum Housing Guidelines

2Wx4Lx4H
Bushtit
Creeper: Brown
Gnatcatchers: Blue-gray
Goldfinches: American, Lawrence's, Lesser
Kinglets: Golden-crowned, Ruby-crowned
Nuthatches: Pygmy, Red-breasted, White-breasted
Siskin: Pine
Sparrows: Grasshopper
Vireos: Hutton's, Red-eyed, Warbling
Warblers: Black and White, Black-throated Gray, Nashville, Tennessee, Townsend's, Wilson's, Yellow
Wood Warblers: American Redstart, Common Yellowthroat

2W2x4Lx6B
Hummingbirds: Allen's, Anna's, Black-chinned, Broad-tailed, Calliope, Rufous

4W2Lx8B
Blackbirds: Brewer's, Red-winged, Rusty, Tricolored, Yellow-headed
Bluebirds: Mountain, Western
Bobolink
Bunting: Lark, Lazuli, Snow
Catbird: Gray
Chickadees: Black-capped, Boreal, Chestnut-backed, Mountain
Crossbill: Brown-headed
Cuckoos: Red, White-winged
Dipper: American
Flycatchers: Ash-throated, Cordilleran, Dusky, Gray,
Hammond's, Least, Olive-sided, Pacific-slope, Willow
Grackles: Common
Grosbeaks: Black-headed, Evening, Pine
Honeycreepers: Akepa, Akeke, Akiapolaau, Kauai Amakihi, Crested (Akohekohe), Anianiau, Hawaiian (Apapane), Hawai'i Amakihi,
Scarlet Hawaiian (Iiwi), Kauai Amakihi, Laysan Finch, Maui Nui Alauahio, Maui Parrotbill (Kiwikiu), Ribbon Finch
Nihoa, Oahu Amakihi, Oma'o/Kamao, Oo, Palila
Jays: Gray (Nisqually), Steller's, Western Scrub
Juncos: Dark-eyed
Kingbirds: Eastern, Western
Larks: Horned
Longspurs: Lapland, McCown's
Merlin: Purple
Meadowlark: Western
Mockingbird: Northern
Nutcracker: Clark's
Nuthatches: Pygmy, Red-breasted, White-breasted
Orioles: Bullock's, Scott's
Phoebes: Black, Say's
Pipits: American, Olive-backed, Red-throated
Redpolls: Common, Hoary
Sapsuckers: Red-breasted, Red-naped, Williamson's
Shrikes: Loggerhead, Northern
Solitaire: Townsend's
Sparrows: American Tree, Black-throated, Brewer's, Chipping, Fox, Golden-crowned, Lincoln's, Sagebrush, Savannah, Song, Vesper,
White-crowned, White-throated
Grasquit: Yellow-faced
Swallows: Bank, Barn, Cliff, Northern Rough-winged, Violet-Green, Tree
Tanagers: Western
Thrashers: Sage
Thrushes: American Robin, Dusky, Gray-cheeked, Hermit, Okinawa, Oma'o, Swainson's, Varied
Titmouse: Juniper, Oak
Townsend's, California, Green-tailed, Spotted
Veery
Vireos: Cassin's, Plumbeous,
Wagtails: Eastern Yellow, Gray, White
Warblers: Hermit, MacGillivray's, Orange-crowned, Wrentit, Yellow-rumped
Reed-warblers: Nihoa Millerbird Nightingale
Wood-warbler: Ovenbird, Blackpoll, Yellow-breasted Chat
Waterthrush: Northern
Waxwings: Bohemian, Cedar
Wood-Pewee: Western
Wrens: Canyon, Marsh, Rock

8Wx8Wx4H
Cuckoos: Black-billed, Yellow-billed

8Wx16Lx8H
Kingfishers: Belted, Collared, Micronesian* *Extinct in the wild
Nighthawk: Common
Poorwill: Common
Sapsuckers: Red-breasted, Red-naped, Williamson's
Swifts: Black, Fork-tailed (Pacific), Vaux's, White-throated
Swiftlet: Mariana, White-rumped
Woodpeckers: Acorn, American Three-toed, Black-backed, Downy, Hairy, Lewis's, Northern Flicker, Pileated, White-headed

(Wx151x81)
Crows: Northwestern, Mariana
Doves: Mourning, White-winged
Ground Doves: Friendly, White-throated
Fruit-doves: Crimson-crowned, Many-colored, Mariana
Pigeons: Band-tailed, Pacific Imperial

(8Wx90Lx32)
Crows: Arizona, Sinaloa
Grackle: Great-tailed
Magpie: Black-billed
Raven: Common

Region I
Waterbirds
Outfitted Activity Dominant Hunting Guidelines

.45" diameter (pond)
Flamingos: Red, Rose-rocked, ~~Chilean~~
Hummingbirds: Broad-tailed, Buff-bellied, Emerald-chinned, Magnificent, Mexican, Rufous, White-eared, Wilson's

.5" diameter (pond)
Anhinga: Anhinga
Auklets: Cassin's, Rhinoceros
Ducks (Bay): Barrow's Goldeneye, Bufflehead, Canvasback, Common Goldeneye, Greater Scaup, Lesser Scaup, Redhead, Ring-necked, Ruddy, Tufted
Ducks (Sea): Black Scoter, Long-tailed, Surf Scoter, White-winged Scoter
Auklets: Crested
Finches: Cassin's, Purple, Rosy, Red-billed, Red-headed, Western
Guillemots: Pigeon
Mergansers: Common, Hooded, Red-breasted
Murrelets: Ancient, Kittlitz's, Long-billed, Marbled, Xantus'
Murres: Common, Thick-billed
Parrots: Black-winged, Stonin, Bulwer's, Crested, Scaled, Hawaiian (Ozark-ringed), Harold, Jackson's, Jean Fournier, Orthogonal, Mottled, Murphy's, Phoenix, Shelley's, Tahiti White-naped
Puffins: Horned, Tufted
Shearwaters: Black-vented, Buller's, Christmas, Flesh-footed, Great, Manx, Pink-footed, Short-billed, Sooty, Streaked, Townsend's (Newell's), Wedge-tailed

.6" diameter (pond)
Loons: Arctic, Common, Pacific, Red-throated, Yellow-billed

.10" diameter (pond)
Albatross: Black-footed, Laysan, Short-tailed, Shy/White-capped

.357/.38/.9MM
Auks: Rhinoceros
Bufflehead: Eurasian
Golden Plovers: American, Pacific
Grebes: Red, Red-necked, Wilson's
Plovers: Common Ringed, Hilsea, Little Ringed, Mountain, Semipalmated, Snowy
Sea Ruff Bonded, Sharp, Sora, Virginia
Sandpipers: Baird's, Broad-billed, Buff-breasted, Common, Curlew, Least, Marbled, Parasitical, Semipalmated, Sharp-billed, Spotted, Solitary, Stilt, Terek, Western, White-rumped, Wood
Sand plovers: Greater, Lesser
Snipe: Little, Long-billed, Pin-tailed, Wilson's
Surfbird
Turnstones: Black, Ruddy
Tattler: Gray-tailed, Wandering

.9MM/.40
Coots: American, Horned, Caribbean
Cowbirds: Bronze-winged, Brown-headed, Pale-vented, Light
Gallinule: Purple
Gyrfalcon: Gray Morph, Silver Morph
Jaegers
Kingfishers: Belted, Green-backed
Kittiwakes
Lapwings: Masked, Spur-winged
Swallows: Purple

Plovers: Black-bellied
Red Knot
Redshank: Spotted
Ruff
Sanderling
Sandpipers: Rock, Upland
Snipes: Common, Pin-tailed, Swinhoe's, Wilson's
Stilt: Black-necked, Black-winged
Whimbrel
Willet
Yellowlegs: Greater, Lesser

6Wx12Lx8H
Allerns: Least, Yellow
Herons: Great, Striated
Egrets: Cattle

6Wx16Lx8H
Ducks (Marsh): American Black, American Wigeon, Baikal, Blue-winged Teal, Cinnamon Teal, Eurasian Wigeon, Falcated, Gadwall, Garganey, Green-winged Teal, Harlequin, Hawaiian, Laysan, Mallard, Northern Shoveler, Pacific Black, Pintail, Ruddy, Ruddy-headed, Ruddy-necked, Tufted, Wood
Pochard: Common

6Wx12Lx8H
Gulls: Black-headed, Bonaparte's, Franklin's, Ross's

8Wx16Lx8H
Avocets: American
Boobies: Brown, Masked, Red-footed
Cormorants: Brandt's, Double-crested, Little Pied, Pelagic
Frigatebirds: Great, Lesser, Magnificent
Gulls: Black-tailed, California, Glaucous, Glaucous-winged, Heermann's, Herring, Laughing, Mew, Ring-billed, Slaty-backed, Thayer's, Western
Jaegers: Long-tailed, Parasitic, Pomarine
Kittiwakes: Black-legged
Oystercatchers: Black, Eurasian,
Terns: Arctic, Black, Black-naped, Blue-gray Noddy, Bridled, Brown Noddy, Caspian, Common, Elegant, Forster's, Gray-backed (Spectacled), Great Crested, Gull-billed, Hawaiian (Black) Noddy, Least, Little, Sooty, Whiskered, White (Fairy), White-winged
Tropicbirds: Red-billed, Red-tailed, White-tailed

10Wx18Lx8H
Brandt
Geese: Cackling, Canada, Emperor, Greater White-fronted, Hawaiian (Nene), Ross', Snow

10Wx26Lx10H
Bitterns: American, Black
Cranes: Sandhill,
Egrets: Great, Intermediate, Little, Pacific Reef, Snowy
Herons: Great Blue, Little Blue,
Night-Herons: Black-crowned
Ibises: Glossy, White, White-faced

12Wx30Lx8H
Swans: Trumpeter, Tundra

12Wx30Lx10H
Pelicans: American White, Brown

Standard Carrier Sizes

Small - 22" L X 12.5" W X 10.25" H (up to 10 lbs., up to 9" Tall)
19.4"L x 12.8"W x 10"H (top loading)
25" L X 14.5" W X 12" H (up to 11" Tall up to 15 lbs.)

Med - 24" L X 16.25" W X 14.75" H (up to 13" Tall up to 29 lbs.)
24.1"L x 16.8"W x 14.5"H (top loading)
26" L X 18.75" W X 15.5" H (up to 16" Tall up to 25 lbs.)
28" L X 20.5" W X 21.5" H (up to 20" Tall up to 20 lbs.)

Standard Conditions
Rehabilitation Permits
50 CFR 21.31

All of the provisions and conditions of the governing regulations at 50 CFR part 13 and 50 CFR part 21.31 are conditions of your permit. Failure to comply with the conditions of your permit could be cause for suspension of the permit. The standard conditions below are a continuation of your permit conditions and must remain with your permit. If you have questions regarding these conditions, refer to the regulations or, if necessary, contact your migratory bird permit issuing office. For copies of the regulations, or to obtain contact information for your issuing office, visit: http://www.fws.gov/migratorybirds/mbpermits.html.

1. You must report within 24 hours to the migratory bird permit issuing office the acquisition of any (dead or live) bald eagle(s) or golden eagle(s) or species listed as threatened or endangered under the Endangered Species Act found in 50 CFR 17. The issuing office will determine disposition of all eagles and threatened and endangered species.

   For a list of threatened and endangered species in your state, visit the U.S. Fish and Wildlife Service's Threatened and Endangered Species System (TESS) at: http://www.fws.gov/endangered

3. All birds that recuperate must be released to the wild in an appropriate habitat for the species as soon as environmental conditions allow. Your local State Wildlife Agency may recommend appropriate release sites.

4. You must receive prior authorization from the migratory bird permit issuing office to hold migratory birds requiring additional rehabilitation of more than 180 days.

5. You must take every precaution to avoid imprinting migratory birds in your care to humans. If a bird becomes imprinted to humans while under your care, you will be required to transfer the bird as directed by the migratory bird permit issuing office.

6. You are required to euthanize any migratory bird that will not be able, even after medical treatment and rehabilitation, to perch upright and/or ambulate without inflicting additional injuries to itself. You must euthanize any bird that has sustained injuries requiring amputation of a wing at the elbow (humero-ulnar joint) or above, a leg or a foot, and/or is blind, unless the conditions of 50 CFR 21.31(c)(1)(iii) are met. You must follow the American Veterinary Medical Association Guidelines on Euthanasia (http://www.avma.org/issues/animal_welfare/euthanasia.pdf).

   You are required to contact the migratory bird permit issuing office prior to euthanizing migratory bird species listed as threatened or endangered. If Service personnel are not available, you may euthanize threatened and endangered migratory birds without authorization when prompt euthanasia is warranted by humane considerations.

7. This permit does not authorize the use of injured/recovering migratory birds for educational purposes. You may not display to the public the migratory birds held under this permit unless you use video equipment or barriers that will prevent birds from exposure to noise and other human impacts above the level that the birds would normally encounter in their natural habitats. If at any time a device that allows the public to view birds causes stress or harm, or impedes the rehabilitation of any bird, it must be discontinued immediately.

8. You may possess a limited number of feathers (excluding eagle feathers) for imping purposes only.

9. This permit does not authorize any necropsy to be performed on any eagles or threatened or endangered species without prior approval from the migratory bird permit issuing office.

10. You may assist property owners with removing migratory birds, nests or nestlings from the interior of buildings in accordance with 50 CFR 21.12(d) and provide rehabilitative care.

11. If you encounter a migratory bird with a Federal band issued by the U.S. Geological Survey Bird Banding Laboratory, Laurel, MD, report the band number to 1-800-327-BAND (2263) or http://www.reportband.gov.

12. Your facilities and equipment and any subpermittee's facilities and equipment must be adequate for each species you intend to rehabilitate. All live migratory birds must be maintained under humane and healthful conditions.

All locations, where you or subpermittees will care for migratory birds must be listed on your permit. With the exception of containers for overnight storage or off-site locations, all facilities must be pre-approved by the migratory bird permit issuing office.

Criteria used for evaluating and inspecting all facilities used for migratory bird rehabilitation will be based on guidelines established by the National Wildlife Rehabilitators Association and International Wildlife Rehabilitation Council's Minimum Standards for Wildlife Rehabilitation, 3rd edition, 2000.

This publication is available from the National Wildlife Rehabilitators Association at www.nwrawildlife.org/pdfs.asp or the International Wildlife Rehabilitation Council at www.iwrc-online.org/pdfs/Standards%20for%20Rehab.pdf.

13. Migratory birds must be separated from pets. Migratory birds must also be separated from human living or work space or sub-adult birds held under other permit authorization except as necessary to receive appropriate rehabilitative care.

14. You may transfer migratory birds to other qualified permitted migratory bird rehabilitators for care or release.

15. You may transfer live nonreleasable migratory birds that are suitable for use in educational programs, theatrical training, research projects, or other permitted activities to qualified public educational or scientific institutions (as defined in 50 CFR 10.12) or to individuals or entities authorized by permit to possess migratory birds.

You must receive prior written authorization from your migratory bird permit issuing office before you transfer live migratory birds or bald eagles and golden eagles to a permittee other than another rehabilitator. You must submit a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-15) to your permitting office, along with all required attachments listed in the form instructions. This form is required for transfer of nonreleasable birds from a permitted rehabilitator to another permittee or to another type of permit the rehabilitator holds. Both the transferring rehabilitator and the intended recipient must complete and submit this form.

16. After submitting a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-15) to your permitting office and receiving authorization, you may transfer a releasable captive-reared falconry migratory bird or bald or golden eagle to a permittee other than the issuing falconer. You must submit a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-15) to your permitting office, along with all required attachments listed in the form instructions. This form is required for transfer of releasable captive-reared falconry birds from a permitted falconer to another permittee or to another type of permit the falconer holds. Both the transferring falconer and the intended recipient must complete and submit this form. (A releasable captive-reared falconry bird or bald or golden eagle may be transferred to a permittee other than the issuing falconer without prior written authorization from the migratory bird permit issuing office; however, the transferring falconer must submit a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-15) to the permitting office within 5 days of the transfer. Falconers conditioning that is subsequently deemed nonreleasable will be considered for placement with a permittee other than the assisting falconer.)

17. After submitting a Migratory Bird and Eagle Acquisition and Transfer Request (Form 3-202-15) to your permitting office and receiving authorization, you may transfer nonreleasable birds to public institutions that are exempt from the permit requirements (see 50 CFR 21.27). A receiving exempt institution does not need to submit a form.

18. You may donate dead migratory birds or any part thereof (except bald eagles and golden eagles, and parts thereof) to museums and educational institutions without additional authorization from the migratory bird permit issuing office or qualified private individuals (as specified in 50 CFR 21.12) or to individuals or entities authorized by permit or regulation to acquire and possess migratory bird specimens.

(If done, specify on the date you do not transfer to another authorized party, you must provide a written record of your transaction to the Service office that issued you your permit.)

All eagle feathers and or whole eagle carcasses must be shipped to the National Eagle Repository, Contact: U.S. Fish and Wildlife Service, National Eagle and Wildlife Repository, DSA, Building 128, 6550 Gateway Road, Commerce City, Colorado 80022, (303) 287-2110

19. A subpermittee is an individual to whom you have provided written authorization to conduct some or all of the permitted activities in your absence. Subpermittees must be at least 18 years of age and named in writing to the migratory bird permit issuing office. As the permittee, you are legally responsible for ensuring that your subpermittees are adequately trained and adhere to the terms of your permit when conducting migratory bird rehabilitation activities. Other individuals, including those under the age of 18, may assist with migratory bird care only if you or a designated subpermittee are present

20. You and any subpermittees must carry a legible copy of this permit and display it upon request when exercising its authority. Subpermittees must also carry your written subpermittee designation letter.

21. All birds held under this permit remain in the stewardship of the U.S. Fish and Wildlife Service and may be relocated at any time for just cause.

22. You must maintain records as required at 50 CFR 13.46 and 50 CFR 21.51(f)(3). All records relating to the permitted activities must be kept at the location indicated in writing by you to the migratory bird permit issuing office.

23. Acceptance of this permit authorizes the U.S. Fish and Wildlife Service to inspect any wildlife held, and to audit or copy any permits, books, or records required to be kept by the permit and governing regulations.

24. You may not conduct the activities authorized by this permit if doing so would violate the laws of the applicable State, county, municipal or tribal government or any other applicable law.

(2-3TAB - 11/2015)

Attachment #2

PCM 1.8

WASHINGTON STATE DEPARTMENT OF
Natural Resources

PETER GOLDMARK
Commissioner of Public Lands

January 21, 2014

Laurel A. McKeehan and Michele L. Caron
63609 East Jacobs Rd
Benton City, WA 99320

RE: Recorded DNR Easement 50-086402 & Right of First Refusal at Goose Gap across portions of S25, T9N, R27E and S30, T9N, R28E, W.M., Benton County, Washington

Dear Laurel and Michele:

I am enclosing your recorded original of the easement which was granted to you by the State of Washington, Department of Natural Resources, over and across parts of Section 25, Township 9 North, Range 27 East and Section 30, Township 9 North, Range 28 East, W.M., together with a recorded copy of the associated Right of First Refusal.

Thank you for your cooperation in this transaction.

Sincerely,

Matthew Fromherz

Matthew Fromherz
Right of Way Specialist

Enclosures

C: File 50-086402

SOUTHEAST REGION • 713 BOWERS RD • ELLENSBURG, WA 98926-9301
TEL (509) 925-8510 • FAX (509) 925-8522 • TTY (360) 902-1125 • TRS 711 • WWW.DNR.WA.GOV
EQUAL OPPORTUNITY EMPLOYER

2014-000847 EAS
01/10/2014 01 46.15 PM Pages: 15 Fee. $86.00
Department Of Natural Resources
Benton County, Benton County Auditor's Office

When recorded return to:
Department of Natural Resources
Southeast Region
Attn: Matt Fromherz
713 Bowers Road
Ellensburg, WA, 98926-9301

EXCISE TAX PAID
JA 10 14 K00122
J.C.
BENTON COUNTY WA

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands

URBAN/RURAL EASEMENT

Grantor(s): State of Washington
Grantee(s): Laurel A. McKeehan and Michele L. Caron
Legal Description: Ptn. S25, T9N, R27E; S1/2S1/2 S30, T9N, R28E
Assessor's Property Tax Parcel or Account Number: 125972000001001, 125973000001000, 125974000010001, 130982000000000, 130981000000000
Cross Reference: NA
DNR Easement No. 50-086402

This Easement is between LAUREL A. MCKEEHAN and MICHELE L. CARON, herein collectively called "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of December 18, 2013 "Effective Date."

Conveyance. State, for consideration of ELEVEN THOUSAND TWO HUNDED NINETY and FIFTY-THREE/100 Dollars ($11,290.53) and a right of first refusal to purchase Grantee's parcels in the W1/2 of the N1/2 of the E1/2 of the SE1/4 of the NW1/4 of Section 25, Township 9 North, Range 27 East, Willamette Meridian, Benton County, Washington, and the W1/2 of the SE1/4 of the NW1/4 of said Section 25, hereby grants and conveys to Grantee a non-exclusive, indivisible Easement over parcels of land in Benton County, legally described as set forth in Exhibit "A" (hereafter Burdened Parcel), said Easement to be twenty (20) feet in width running ten (10) feet on each side of a center line of an existing road located approximately as shown on Exhibit "B" (hereafter Easement Area)

Term. The Easement shall expire FORTY-FIVE (45) YEARS after Effective Date unless terminated sooner as set forth hereafter.

Purpose. The Easement is conveyed to provide ingress and egress to and from one single-family residence and raptor rehabilitation center on land owned by Grantee legally described as set forth in Exhibit C (hereafter "Benefited Parcel"). Authorized use shall include the right to travel, maintain, repair, construct or reconstruct the Easement Area subject to the restrictions set forth hereafter. The purpose of this Easement shall not be changed or modified without the consent of State which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

Nature of Estate. This Easement shall be appurtenant to Grantee's Benefitted Parcel. This Easement is indivisible, non-transferrable and non-assignable. in whole or in part, without the prior approval of State, which shall be at State's sole discretion.

Reservations. State reserves all ownership of the Easement Area and other profits thereon and the right of use of the Easement Area for any purpose; the right at all times to cross and recross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long it does not unreasonably interfere with the rights granted herein. State may grant to third parties any and all rights reserved.

Waiver. Grantee acknowledges that State manages the lands adjacent to the Burdened Parcel for agricultural crop production and/or the grazing of cattle, sheep and horses and uses the Burdened Parcel to access these lands. This use will include activities such as, but not limited to, tilling, planting, cultivating, irrigating, fertilizing, aerial and ground application of pesticides to control weeds, insects and diseases, harvesting and hauling, any of which often create noise, dust, visual impacts and other alterations of the agricultural environment. Grantee waives its right to protest or remonstrate the issuance of any permit required to transport, manage, grow, or harvest crops or livestock on the Burdened Parcel or adjacent state-owned lands. MC Mack (initial)

Compliance with Laws. Grantee shall, at its own expense, conform to all applicable laws, regulations, permits, or requirements of any public authority affecting the Easement Area and the use thereof. Upon request, Grantee shall supply State with copies of permits or orders.

Indemnity. Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorneys' fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, including but not limited to the use, storage, generation, processing, transportation, handling, release, threatened release, or disposal of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to

indemnify State from State's sole or concurrent negligence. This indemnification shall survive the expiration or termination of this Easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify State.

Insurance.

Evidence of Insurance: The Grantee must furnish evidence of insurance in the form of a Certificate of Insurance satisfactory to State, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth below. The Certificate of Insurance must reference Easement No. 50-086402.

Cancellation: State must be listed on the policy, and the insurer must provide 45 days written notice to State before the cancellation, non-renewal, or material change of any insurance referred to therein.

Specific Coverage Requirements: During the entire term of the Easement, the Grantee must purchase and maintain the insurance coverages and limits specified below:

1. Personal Automobile Insurance. The Grantee must purchase and maintain Personal Auto Policy(PAP) which covers damages for bodily injury and property damage for which Grantee and any residents of Grantee's becomes legally liable. Such insurance must cover the use of any auto owned by or furnished to (1) Grantee and (2) any residents of Grantee's property. Such coverage must be on an occurrence basis. The PAP must provide liability coverage with limits not less than those specified below.

Per Description	**Person**	**Occurrence**
Bodily Injury	$100,000	$300,000
Property Damage	Not applicable	$50,000

2. Homeowner's or Tenant Homeowner's Insurance. Including Liability Coverage. Grantee must purchase and maintain homeowner's insurance which covers damages for bodily injury and property damage for which Grantee and any residents of Grantee's become legally liable. Such coverage must extend to (1) Grantee and (2) any residents of Grantee's property. Coverage must be provided on an occurrence basis. Liability coverages must include:

   - Fire Legal Liability
   - Liability assumed under a written contract, such as a lease or Easement

The homeowner's or tenant homeowner's insurance must provide liability coverage with limits not less than $300,000 per occurrence.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the Easement Area, except as approved by State. Grantee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Area except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601, *et seq.*), or the Washington Model Toxic Control Act (RCW 70.105D.010.).

Grantee shall immediately notify State if the Grantee becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean-up, contain, and remove the hazardous substance in accordance with applicable laws.

Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

Survey Markers. Grantee shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from State, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at Grantee's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

Operational Requirements. Site-specific operational requirements are listed in Exhibit D. Non-compliance with these requirements shall constitute a breach of the Easement and may result in the Termination of the Easement.

Construction/Reconstruction. Sixty (60) days prior to any construction or reconstruction by

Grantee on the Easement Area, Grantee shall submit a written plan of construction to State outlining the construction or activity for State's approval, which shall not be unreasonably withheld. In the event of an emergency requiring immediate action to protect person or property, Grantee may take reasonable corrective action without prior notice to State. Grantee shall notify State within thirty (30) days of any corrective action taken and all construction or reconstruction shall comply with applicable state or local laws.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the road in its present condition or as hereafter improved. At a minimum, the road will be maintained to meet forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

State is presently the maintainer of the Easement Area. Grantee shall perform no physical maintenance of the road but shall be responsible for maintenance costs based on use by Grantee, State, and State's Permittees on the basis of their respective use of the road, including their agents. If State or State's Permittees ceases to be the maintainer of the Easement Area, State will give Grantee written notice of the date State will assign responsibility for maintenance to Grantee.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the road and improvements occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Grantee shall not construct improvements within the Easement Area without the prior written consent of State, which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become property of State unless the applicable consent specifically provides otherwise. Improvements installed by Grantee shall, at State's option, be removed at the termination or expiration of the Easement at Grantee's expense.

Weed Control/Pesticides. State presently uses the Easement Area for agricultural purposes, and therefore, hereby assumes responsibility for pest and weed control within the Easement Area. If State discontinues agricultural use of the Easement Area, State will give Grantee written notice of the date State will assign responsibility for pest and weed control to Grantee.

Upon State's assign of responsibility for pest and weed control, Grantee shall control at its own cost all noxious weeds on any portion of the Easement Area herein granted. Such weed control shall comply with county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 17.10 RCW). The Grantee shall

be responsible for, or shall immediately reimburse State for, any weed control cost incurred as a result of the Grantee's failure to control weeds on the Easement Area.

All ground methods of chemical weed control shall be approved in writing by State prior to beginning such activities. The aerial application of pesticides is not permitted.

Notice. Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three (3) days after being mailed, whichever is applicable.

To State:
DEPARTMENT OF NATURAL RESOURCES
Southeast Region
Attn: Mark Bohnet
713 Bowers Road
Ellensburg, WA 98926

To Grantee:
Laurel A. McKeehan and Michele L. Caron
63609 E. Jacobs Road
Benton City, WA 99320

Recording. Grantee shall record this Easement in the county in which the Easement Property is located, at Grantee's sole expense. Grantee shall provide State with a copy of the recorded Easement. Grantee shall have thirty (30) days from the date of delivery of the final executed agreement to comply with the requirements of this section. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording, including interest, upon State's demand.

Advance by State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

Lien. Any amount due from but not paid by Grantee as required under this Easement within thirty (30) days of demand shall be a lien upon the Benefited Parcel. Grantee hereby authorizes State to file a notice of lien with the county auditor and to foreclose such lien as a mortgage.

Termination. State shall have the right to terminate this Easement if Grantee fails to cure a

material breach of this Easement within sixty (60) days of notice of default (Cure Period). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this Easement shall not preclude other breaches from being declared material. Upon termination of this Easement, Grantee shall immediately execute any document necessary to adequately demonstrate in any county and/or state real property record that this Easement has been terminated.

Abandonment. If Grantee ceases to use the Easement Area for the purposes set forth herein for a period of two (2) successive years, this Easement shall be deemed abandoned and terminate without further action by State. Upon abandonment of this Easement, Grantee shall immediately execute any document necessary to adequately demonstrate in any county and/or state real property record that this Easement has been abandoned.

Construction. The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Effective Date. The Effective Date of this Easement shall be the date on which the last party executes this Easement. The Effective Date will be inserted on the first page of the Easement when such date is determined.

Exhibits. All exhibits referenced in this Easement are incorporated as part of the Easement.

Headings. The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

Modification. Any modification of the Easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

Non-waiver. The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Severability. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

GRANTEE

Dated: October 24, 2013.

By: Laurel A. McKeehan
63609 E. Jacobs Road
Benton City, WA 99320
Phone: (509) 366-5777

Dated: October 24, 2013.

By: Michele L. Caron
63609 E. Jacobs Road
Benton City, WA 99320
Phone: (509) 366-0888

STATE

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: December 19, 2013

PETER GOLDMARK
Commissioner of Public Lands
P.O. Box 7000
1111 Washington Street SE
Olympia WA 98504-7000

Affix Seal of Commissioner
of Public Lands
Approved as to form 9/19/2013
By, Ryan Jarvis, Assistant Attorney General
for the State of Washington.

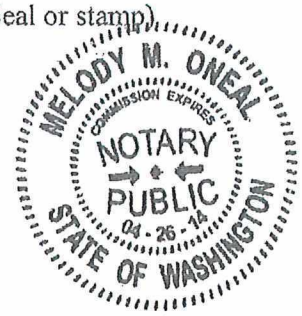
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Benton)
)

I certify that I know or have satisfactory evidence that Laurel A. McKeehan is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10-24-13

(Seal or stamp)



(Signature)

Melody M ONeal
(Print Name)

Notary Public in and for the State of Washington, residing at Richland, WA.

My appointment expires 4-26-14.

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Benton)
)

I certify that I know or have satisfactory evidence that Michele L. Caron is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10-24-13

(Seal or stamp)

MELODY M. ONEAL
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
04-26-14

(Signature)

Melody M ONeal
(Print Name)

Notary Public in and for the State of Washington, residing at Richland WA.

My appointment expires 4-26-14.

STATE ACKNOWLEDGEMENT

State of Washington)
) ss.
County of Thurston)
)

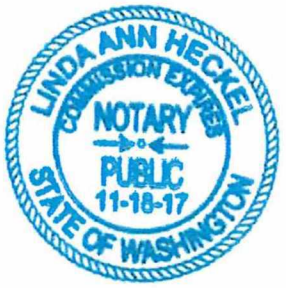
I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-10-13

Linda Ann Heckel
(Signature)

(Seal or stamp)

Linda Ann Heckel
(Print Name)



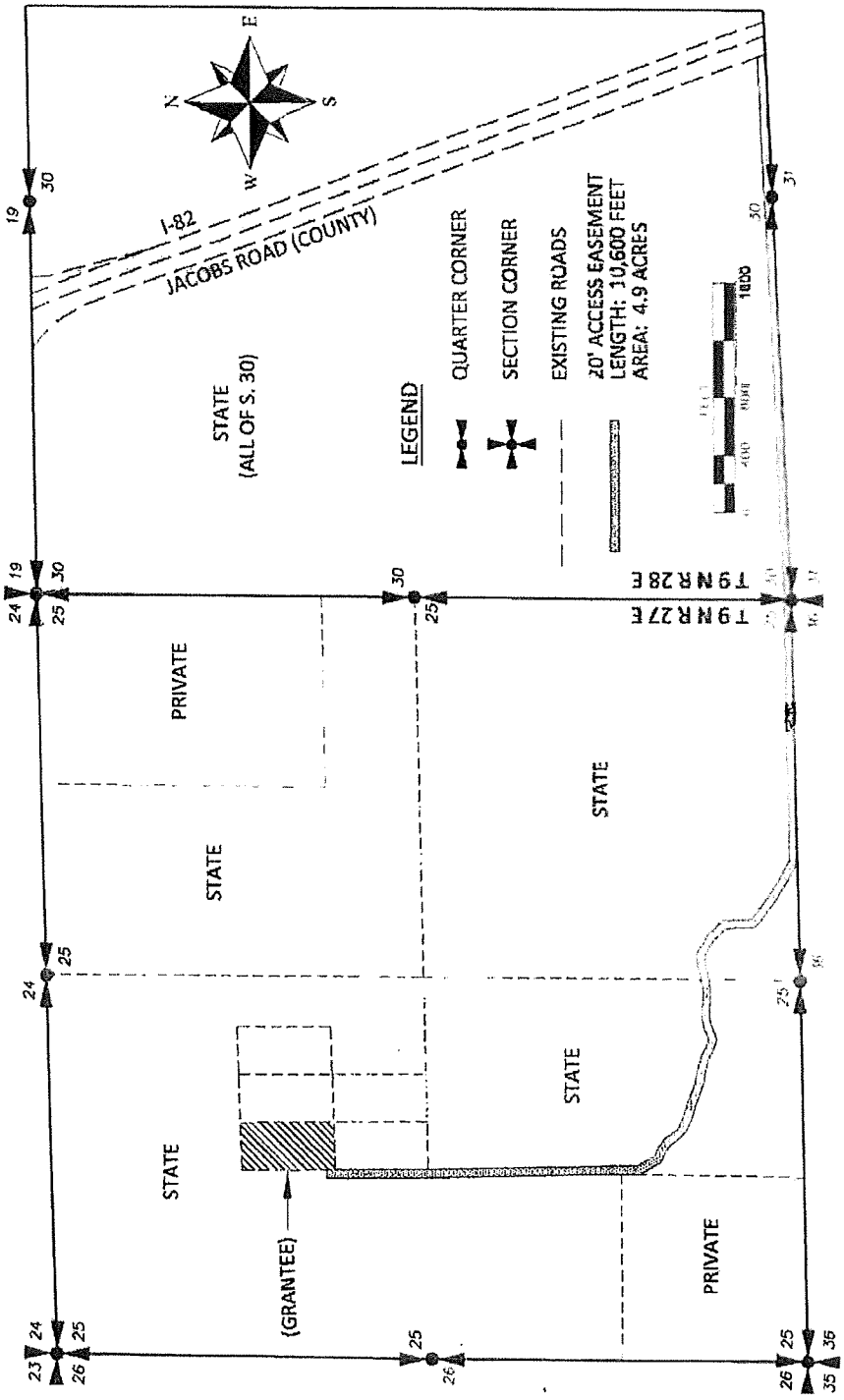
Notary Public in and for the State of Washington, residing at Olympia.

My appointment expires 11-18-17.

EXHIBIT A
BURDENED PARCEL

A strip of land 20.00 feet in width within Section 30, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, lying 10.00 feet on each side of the centerline of the existing roadway approximately along and approximately parallel with that portion of the south line of said Section 30, lying westerly from Jacobs County Road, thence continuing along said existing centerline approximately 1900 feet along and approximately parallel with the south line of Section 25, Township 9 North, Range 27 East, Willamette Meridian, Benton County, Washington, thence continuing along said existing centerline northwesterly, northerly, westerly and northwesterly to a point 10 feet east from the west line of the SE1/4 of the SW1/4 of said Section 25, said 10 feet measured at a right angle from said west line, said point being approximately 300 feet southerly from the north line of the SE1/4 of the SW1/4; thence northerly parallel with and 10 feet easterly from said west line of the SE1/4 of the SW1/4 to the north line thereof; thence along said existing centerline to a point 10 feet west from the SW corner of the W1/2 of the NW1/4 of said Section 25; Thence northerly parallel with and 10 feet westerly from the east line of said W1/2 a distance of 660 feet, to the terminus of the 20 foot wide easement.

EXHIBIT B
EASEMENT AREA



0-086402

EXHIBIT C
BENEFITED PARCEL

The W1/2 of the W1/2 of the N1/2 of the SE1/4 of the NW1/4 of Section 25, Township 9 North, Range 27 East, Willamette Meridian, Benton County, Washington, according to U.S. Government subdivision procedures.

EXHIBIT D
OPERATIONAL REQUIREMENTS

When and if the existing mobile home located on the benefited parcel is replaced, the replaced mobile home shall be removed from the benefited parcel.

Attachment #1

Washington Department of FISH and WILDLIFE

Washington Department of Fish and Wildlife

Permit Number: WR-3-096

Date Issued: 04/27/2019

Expiration Date: 04/27/2022

WDFW WILDLIFE REHABILITATION PERMIT

Permittee is authorized to possess wildlife for the purposes of rehabilitation as provided herein. Permit expires three years from the Date Issued and a Permit Renewal Application must be submitted within one month prior to the expiration date.

Permit Holder Name Michele Caron				
Facility Name Blue Mountain Wildlife		County in which Facility is located Benton		
Facility Address (Physical) 63609 E Jacobs Rd		City Benton City	State WA	Zip 99320
Facility Address (Mailing) 71046 Appaloosa Ln		City Pendleton	State OR	Zip 97801
Home Phone 509-366-0888	Facility Contact Phone 541-278-0215	Cell Phone 509-366-0888		
Personal e-mail Address michelec@tccancer.org	Facility e-mail Address lynn@bluemountainwildlife.org			

Principle Veterinarian:

Name R.G. Root DVM	
Hospital/Clinic Name Equine Service and Dentistry	
Hospital/Clinic Address 22106 N Webber Canyon Rd NE Benton City, WA 99320	
Phone (509) 588-2716	e-mail

Subpermittees: ONE Updated

Sub-permittee Name Laurel McKeehan	NOT PERMITTED FOR OFF-SITE CARE
Address 63609 E Jacobs Rd, Benton City WA 99320	
CAGING – On site	
Home Phone	**Cell Phone**
e-mail Address preservewildspaces@gmail.com	

FEDERAL MIGRATORY BIRD PERMIT Permittee is not authorized to possess and rehabilitate migratory birds without a USFWS Migratory Bird Rehabilitation Permit

Rehabilitation Permit # MB 81738-0 Exp. Date 03/30/2021

Special Purpose Possession-Education Permit for Live Birds Permit # NA

The following list of Permitted Species (page 2) also applies to this permit.

Permitted Species – *Capacity numbers are maximums for each species and will add up to more than your total capacity. Enclosure measurements are W x L x H.*

Endorsed for Raptor Rehabilitation and Handling: Yes☒ No☐

Endorsed for Large Carnivore Rehabilitation and Handling: Yes☐ No☒

Endorsed for Oiled Wildlife Rescue, Rehabilitation, and Handling: Yes☐ No☒

Raptor capacities are based on NWRA/IWRC Minimum Standard for Wildlife Rehabilitation raptor sizes Codes for Table 5, Raptors Page 49 and Table 5: Minimum Housing Guidelines for Raptors Page 48

Species, Taxa, Group		Capacity
AMPHIBIANS		
RAPTORS OTHER THAN OWLS *		
Small	Ltd. 6'x 6'x 8'; Unltd. 8'x 16'x 8'	6 Ltd; 2 Unltd
Cooper's hawk	Ltd. 6'x 8'x 8'; Unltd. 10'x 30'x12'	6 Ltd; 1 Unltd
Large	Ltd. 6'x 8'x 8'; Unltd. 10'x 50'x 12'	6 Ltd
Ferrug/eagles/medium-large falcons/vultures/osprey	Ltd. 8'x 10'x 8'; Unltd.20'x 100'x 16'	1 Ltd
LARGE MAMMALS		
Wolf	L 3'x 3'x 3' Young L/1 - 12'x 12'x 8' Juv./Adult	
Cougar	3'x 6'x 3' Young L 8'x 24'x8' Juv. Adult	
Bear	L 3'x 6'x 3' Young L/1 – 20' x 36' x 16' Juv./Adult	
Coyote	L 3'x 3'x 3' Young L 10'x 10'x 8' Juv. 1 – 10'x 10'x 8' Adult	
Fox	L 3'x 3'x 3 Young L 4'x 4'x 4' Juv. 1 – 6'x 6'x8' Adult	
Bobcat, lynx	L 3'x 3'x 3' Young L 10'x 10'x 8' Juv. 1 – 10'x 10'x 8' Adult	
Deer	2 - 4'x 4'x 2' Infant 4 - 10'x 15'x 6' Nursing 6/6 - 30'x 50' x 8' Juv./ Adults	
Elk, moose	2 – 6' x 6' x 2' Infant 4 – 12' x 20' x 6' Nursing 6/6 – 50'x 80'x 8' Juv./Adults	
Mt. goat, big horn sheep	2 - 4'x 4'x 4' Infant 4 - 10'x 15'x 6' Nursing 6/6 - 30'x 50'x 8' Juv./Adults	
Beaver	L 3'x 3'x 3' Young 2/1 - 8'x 12'x 6' Juv./Adults	
SMALL MAMMALS		
Bats	8'x 16'x 8' Juv/Adults	
Hoary, Pallid	10'x 20'x 8' Juv/Adults	
Mice, vole, rats, shrew, mole,		
Tree and flying squirrels	L/1 - 8'x 8'x 8' Juv/Adults	
Large ground squirrels	L 6'x 8'x 8' Juv. 1 – 6'x 8'x 6' Adults	
Chipmunks	L 3'x 6'x 6' Juv. 1 – 6'x 8'x 6' Adults	
Cottontail rabbit, snowshoe hare	L 6'x 6'x 4' Juv. 1 – 6'x 6' x'6' Adults	

Species, Taxa, Group		Capacity
REPTILES		
OWLS *		
Small	Ltd. 3'x 6'x 8'; Unltd. 8' x16'x 8'	120 Ltd; 6 Unltd
Medium	Ltd. 6'x 8'x 8'; Unltd. 10'x 30'x 12'	120 Ltd; 2 Unltd
Large	Ltd. 6'x 8'x 8'; Unltd. 10'x 50'x 12'	120 Ltd
Great gray; snowy	Ltd. 8'x 10'x 8'; Unltd. 20'x 100'x 16'	1 Ltd
MEDIUM MAMMALS		
Opossum	L 10'x 12'x 8' Juv. 1 - 4'x 4'x 8' Adults	
Skunk	L 2'x 4'x 3' Young L 10'x 12'x 6' Juv. 1 – 8'x 10'x 6' Adults	
Marten	L 4'x 8'x 6' Juv. 4'x 8'x 8' Adult	
Fisher	L 3'x 3'x 3 Young L 6'x 8' x 6' Juv. 1 – 6'x 8'x 8' Adult	
Wolverine	L 3'x 3'x 3' Young L 8'x 12'x 6' Juv. 1 – 10'x 12'x 6' Adults	
Badger	L 3'x 3'x 3' Young L 8'x 8'x 6' Juv. 1 – 10'x 12'x 6 Adults	
Raccoon	3 - 3'x 3'x 3' Young 4 – 10'x 12'x 6' Juv. 1 – 10'x 12'x 8' Adults	
Porcupine	L 3'x 3'x 3' Young L 6'x 8'x 6' Juv. 1 – 6'x 8'x 8' Adults	
Jack rabbit	L/1 – 20'x 20'x 6' Juv./Adults	
Muskrat, Mt. beaver, marmot	L 8'x 8' x 8' Young L/1 – 8'x 8' x8' Juv./Adults	
River otter	L/L/1 - 6'x 12'x 6' Nursing/Juv./Adults	
Weasels	L 6'x 8'x 8' Juv. 1 – 6'x 8'x 6 Adults	
BIRDS OTHER THAN RAPTORS *		
Marine/Seabirds		
Shorebirds		
Gulls	Unltd - Pool 45" d x 12" deep; Aviary 8'x 16'x8'	
Waterfowl	Dabblers - 7 broods*/3 Ads Geese - 7 broods*/2 Ads	←
GBHeron	Unltd. – Pool 6' d x 6" deep; Aviary 10'x 25'x10'	
Upland game birds		
Large Corvids	6 – Unltd. 10'x 30'x 12'	
Woodpeckers Pileated	4 – Unltd. 4'x 8'x 8' 2 - Unltd. 8'x 16'x 8'	
Hummingbirds	4 – Unltd. – 2'x 4'x 6'	
Passeriformes and all other birds		5

The attached Wildlife Rehabilitation Permit Conditions (pages 3 & 4) also apply to this permit.

* *MIGRATORY BIRDS: Number and species of all birds housed for rehabilitation shall not exceed and must comply with limit and restrictions set by USFWS Migratory Bird Permit unless the State permit is more restrictive. Number of raptor hatchlings and young chicks are permitted according to capacity. Restricted = Initial care and stabilization such as in kennels, then transfer to permitted facility. L = Litter.*

Authorized non-releasable animals held in your possession for Education

SPECIES	NUMBER IN POSSESSION	YEAR ACQUIRED
NONE		

Authorized non-releasable animals held in your possession for Foster

SPECIES	**NUMBER IN POSSESSION**	**YEAR ACQUIRED**
NONE		

Additional Permit Conditions and Restrictions:
Permitted for raising and backing raptors from hack boxes; numbers include the capacity of hack boxes.
Waterfowl - *Broods can be combination of unrelated broods but equal to maximum broods size of each species.

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

WILDLIFE REHABILITATION PERMIT NUMBER: WR-3-096
PRIMARY PERMITTEE NAME: Michele Caron
EXPIRATION DATE: 04/27/2022

WILDLIFE REHABILITATION PERMIT CONDITIONS

The following are conditions of the wildlife rehabilitation permit. You are also responsible for abiding by all wildlife rehabilitation rules in WAC 220-450-060 through WAC 220-450-200.

1. Wildlife acquired and held under this permit, including deceased wildlife and parts, remains the property of the state and will not be offered for sale or sold;
2. Only the facility specified on this permit is authorized as a wildlife rehabilitation facility;
3. The wildlife rehabilitation facility must be associated with a primary permittee at all times.
4. The Primary Permittee must notify the WDFW Wildlife Rehabilitation Manager within ten business days of moving or relocating their rehabilitation facility, failure to do so will result in suspension of the permit;
5. The Primary Permittee is responsible for ensuring that their subpermittees abide by all permit conditions and state and federal rules and laws and that all subpermittees are qualified to care for the animals assigned to them;
6. Only subpermittees listed on the Primary Permittees permit are authorized to care for wildlife at their off-site facility;
7. The Primary Permittee is responsible for ensuring that any subpermittee's facilities meet minimum qualifications for species and treatment stages for animals within the subpermittee's care;
8. The Primary Permittee must display a copy of their permit where it is visible to the public;
9. Subpermittees must have a copy of the Primary Permittee's permit at the subpermittee's facility;
10. Primary permittees may not use subpermittees' facilities to increase the capacity of the primary permittee's facility.
11. Subpermittees may not intake wildlife at their subpermittee facility; all animals must go to the primary permittee's facility before being transferred to the subpermittee.
12. The Daily Ledger must be kept current on a daily basis;
13. Wildlife rehabilitation facilities must designate separate and exclusive rooms used only for wildlife housing, treatment, feeding, food preparation, and rehabilitation.
14. It is unlawful to house, treat, or care for wildlife anywhere human food is prepared, stored, or consumed.
15. Facilities and wildlife enclosures must be kept in sanitary condition;
16. Wildlife held for rehabilitation at the facility shall have no contact, including visual, with domestic animals and education animals, and minimal contact with humans to prevent habituation and imprinting;
17. The Primary Permittee will submit to the Department an Annual Report on the form provided by the Department no later than January 31 of each year;
18. Wildlife may not be held longer than 180 days from the day of admittance without written authorization from the department;
19. Wildlife may not be given to the public to release;

20. Primary permittees must consult with the department before releasing cervids, coyotes, large carnivores, or beaver at a site other than where it was recovered;
21. Cervids may not be released outside of their WDFW region of origin.
22. Amphibians and reptiles must be released at point of origin.
23. The Primary Permittee will notify the Wildlife Rehabilitation Manager in writing within 24 hours of receiving a state or federally threatened or endangered species, or oiled wildlife;
24. The Primary Permittee will notify the Wildlife Rehabilitation Manager prior to the release of a threatened or endangered species;
25. The Primary Permittee will notify in writing the Wildlife Rehabilitation Manager within 24 hours of the death of a state or federally endangered or threatened species, or as soon as a threatened or endangered species is determined to be non-releasable to the wild;
26. Threatened or endangered species may not euthanized without prior department approval except in the case where it would be inhumane to keep the animal alive;
27. This permit does not authorize the practice of veterinary medicine unless the permittee is a licensed veterinarian as required by state code;
28. All wildlife diseases must be diagnosed by a veterinarian; the Primary Permittee must report within 24 hours to the WDFW Wildlife Veterinarian any wildlife diagnosed with or to have died from any of the diseases listed on the Wildlife Disease Reporting Form;
29. Permittees must submit all animals for rabies testing if requested by the WDFW, Washington Dept. of Agriculture and/or local health department;
30. Permittees must properly dispose of wildlife carcasses and must not allow chemically euthanized wildlife to be scavenged;
31. Other federal and/or local permits may be required; it is the responsibility of the Primary Permittee to obtain all required permits and abide by all local, state, and federal rules and laws.

Failure to abide by these conditions may result in the suspension or revocation of the Primary Permittee's Wildlife Rehabilitation Permit. By signing below, the Primary Permittee agrees to abide by all applicable Washington statutes and regulations.

Memorandum of Understanding

I, Michele Carson **, hereby agree to all of the rules and conditions outlined in WAC 220-450-060 through 220-450-200.**

I understand that I cannot hold the Washington State Department of Fish and Wildlife liable for any injuries, illnesses, or damage to any person or property in connection with my wildlife rehabilitation permit and activities. All wildlife is a potential vector for disease transmission and injury to humans; persons handling live or dead wildlife under this permit do so at their own risk and the state of Washington is not responsible for any injury to or disease contracted by the permittee or any other person;

Furthermore, I agree to be responsible for any and all costs incurred in connection with my wildlife rehabilitation activities.

I understand that this permit is a privilege that may be revoked at any time for cause, and that I may be subject to inspection, at a reasonable time, without notification. I will abide by all conditions of the issued permit.

I understand that wildlife remains the property of the state and is subject to control by the state.

I hereby certify that this application for a wildlife rehabilitation permit is complete and accurate to the best of my knowledge. The making of false statements on this application may result in the denial or revocation of the Wildlife Rehabilitation Permit.

SIGNATURES:

Heidi Host for Amy Windrope	6/10/19	Michele Carson	5/20/19
WDFW Regional Director	Date	*Primary Permittee*	Date

PCM 1.10

When Recorded Return to:

BENTON COUNTY ASSESSOR
PO BOX 902
PROSSER, WA 99350

Notice of Approval or Denial of Application for Classification as Open Space or Timber Land

Chapter 84.34 RCW

Grantor (County): BENTON

Grantee(s) (Property Owner(s)): LAUREL A MCKEEHAN
MICHELE L CARON

Property address(es): NKA

Legal description(s): PTN SECTION 25, TOWNSHIP 9, RANGE 27
SEE ATTACHED FULL LEGAL DESCRIPTION

Assessor's Property Tax Parcel or Account Number(s): SEE ATTACHED

Application received on 12/30/2020

Your application for Open Space or Timber Land classification has been:

☐ Approved in whole ☐ Approved in part
☐ Denied in whole ☐ Denied in part

Partial Approval – Legal description(s) for partial approval.

Denial – A portion or all of the land described above has been denied classification. Reason for denial:

Appeal – A denial of an application as Open Space or Timber Land may be appealed only to the superior court of the county in which the land is located and the application was made.

Granting Authority Signature Date

Prepare in duplicate. Send original approval/denial notification to the land owner and retain a copy with the application. If approved in whole or part, include the Open Space Taxation agreement with the notification. If denied in part, the owner may withdraw the entire application.

To ask about the availability of this publication in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users, please call (360) 705-6718. For tax assistance, call (360) 534-1400.

REV 64 0103e (w) (2/9/12)

When Recorded Return to:

BENTON COUNTY ASSESSOR
PO BOX 902
PROSSER, WA 99350

Open Space Taxation Agreement

Chapter 84.34 RCW

(To be used for "Open Space" and "Timber Land" Classification or Reclassification Only)

Property Owner LAUREL A MCKEEHAN AND MICHELE L CARON

Property Address NKA

Legal Description PTN OF SECTION 25, TOWNSHIP 9, RANGE 27

SEE ATTACHED FULL LEGAL DESCRIPTION

Assessor's Property Tax Parcel or Account Number 125972000003000, 125972000006000, 125972000007000

Reference Numbers of Documents Assigned or Released

This agreement between LAUREL A MCKEEHAN AND MICHELE L CARON

hereinafter called the "Owner", and BENTON COUNTY

hereinafter called the "Granting Authority".

Whereas, the owner of the above described real property having made application for classification of that property under the provisions of Chapter 84.34 RCW. And whereas, both the owner and granting authority agree to limit the use of said property, recognizing that such land has substantial public value as open space and that the preservation of such land constitutes an important physical, social, esthetic, and economic asset to the public, and both parties agree that the classification of the property during the life of this agreement shall be for:

☒ **Open Space Land – RCW 84.34.020(1)(a) or (b)**

☐ **Farm and Agricultural Conservation Land (a sub classification of open space land) – RCW 84.34.020(1)(c)**

☐ **Timber Land – RCW 84.34.020(3)**

Now, therefore, the parties, in consideration of the mutual covenants and conditions set forth herein, do agree as follows:

1. During the term of this agreement, the land shall be used only in accordance with its classified use.
2. No structures shall be built upon such land except those directly related to, and compatible with, the classified use of the land.
3. This agreement shall be effective commencing on the date the legislative body receives the signed agreement from the property owner and shall remain in effect until the property is withdrawn or removed from classification.
4. This agreement shall apply to the parcels of land described herein and shall be binding upon the heirs, successors and assignees of the parties hereto.
5. A request may be filed with the assessor to withdraw from the program after the land has been classified for 10 or more years. No 20% penalty will be imposed. The applicable taxes and interest shall be imposed as provided in RCW 84.34.070.

6. After the effective date of this agreement, any change in use of the land, except through compliance with items (5), (7), (9), or (10), shall be considered a **breach** of this agreement, and shall be subject to removal of classification and liable for additional tax, interest, and penalty as provided in RCW 84.34.080 and RCW 84.34.108.
7. A **breach** of agreement shall not have occurred and the additional tax shall not be imposed if removal of classification resulted solely from:
   a) Transfer to a governmental entity in exchange for other land located within the State of Washington;
   b) A taking through the exercise of the power of eminent domain, or sale or transfer to an entity having the power in anticipation of the exercise of such power and having manifested its intent in writing or by other official action;
   c) A natural disaster such as a flood, windstorm, earthquake, wildfire or other such calamity rather than by virtue of the act of the landowner changing the use of such property;
   d) Official action by an agency of the State of Washington or by the county or city where the land is located disallowing the present use of such land
   e) Transfer of land to a church when such land would qualify for exemption pursuant to RCW 84.36.020;
   f) Acquisition of property interests by state agencies or agencies or organizations qualified under RCW 84.34.210 and 64.04.130 for the purposes enumerated in those sections (see RCW 84.34.108(6)(f));
   g) Removal of land classified as farm and agricultural land under RCW 84.34.020(2)(f);
   h) Removal of land from classification after enactment of a statutory exemption that qualifies the land for exemption and receipt of notice from the owner to remove the land from classification;
   i) The creation, sale, or transfer of forestry riparian easements under RCW 76.13.120;
   j) The creation, sale, or transfer of a fee interest or a conservation easement of private forest lands within unconfined channel migration zones or containing critical habitat for threatened or endangered species under RCW 76.09.040;
   k) The sale or transfer of land within two years after the death of the owner of at least a fifty percent interest in the land if the land has been assessed and valued as forest land under chapter 84.33 RCW, or under chapter 84.34 RCW continuously since 1993. The date of death shown on the death certificate is the date used; or
   l) The discovery that the land was classified in error through no fault of the owner.
8. The county assessor may require an owner to submit data relevant to continuing the eligibility of any parcel of land described in this agreement.
9. The owner may apply for reclassification of the land if reclassification is permissible under RCW 84.34.070.
10. Changes to the conditions of this agreement could result in the re-rating of the parcel by the granting authority, subject to a public hearing, and may result in a change in assessed value. If the granting authority approves the changes in conditions, a revised agreement may be required.

The parcel(s) of land described in this agreement is subject to the following conditions:

The parcel(s) of land described in this agreement may be used in the following manner:

The parcel(s) of land described in this agreement may be removed if the land is used in the following manner:

It is declared that this agreement specifies the classification and conditions as provided for in Chapter 84.34 RCW and the conditions imposed by this Granting Authority. This agreement to tax according to the use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

Dated _____ _____
Signature(s) of County and/or City Legislative Authority

_____
Title

Dated _____ _____
Signature(s) of County and/or City Legislative Authority

_____
Title

Dated _____ _____
Signature(s) of County and/or City Legislative Authority

_____
Title

As owner(s) of the herein-described land I/we indicated by my/our signature(s) that I am/we are aware of the potential tax liability and hereby accept the classification and conditions of this agreement.

_____
Owner(s)

Dated _____ _____
(Must be signed by all owners)

Date signed agreement received by Legislative Authority _____

Prepare in triplicate with one copy to each of the following: Owner, Granting Authority, and County Assessor

To ask about the availability of this publication in an alternate format for the visually impaired, please call 360-705-6705. Teletype (TTY) users may use the Washington Relay Service by calling 711. For assistance, contact your local county assessor's office.

Donna Hutchinson

From: SHAFER, ANA (DNR) <ANA.SHAFER@dnr.wa.gov>
Sent: Tuesday, February 23, 2021 8:22 AM
To: Planning Department
Cc: Kearney, Michael (DNR)
Subject: [EXTERNAL] FW: Agency Review for Open Space Land Classification - File No. OS 2021-001
Attachments: OS 2021-001 Agency Review Pkt.pdf

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Hi Donna,

Thank you for including us on the opportunity to review the application. We reviewed this from the perspective of the Surface Mine Reclamation Program, and we have no comments to provide.

I copied Michael Kearney, an Assistant Division Manager in DNR's Product Sales and Leasing Division. He may have comments. Michael, see below and attached and note they're hoping for replies by the end of this week.

Thanks,

Ana

Ana Shafer, LG, LEG
Assistant State Geologist
Assistant Director for Surface Mine Reclamation
Washington Geological Survey
Washington Department of Natural Resources
(253) 569-2307
ana.shafer@dnr.wa.gov

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 19, 2021 1:15 PM
To: Cristina Woods <Cristina.Woods@co.benton.wa.us>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; SHAFER, ANA (DNR) <ANA.SHAFER@dnr.wa.gov>; White, Lori (ECY) <lowh461@ECY.WA.GOV>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of Richland-Kerwin Jensen (kjensen@ci.richland.wa.us) <kjensen@ci.richland.wa.us>; Kennewick Irrigation District-Development (development@kid.org) <development@kid.org>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; Ritter, Michael W (DFW) <Michael.Ritter@dfw.wa.gov>; Bartrand, Eric L (DFW) <Eric.Bartrand@dfw.wa.gov>; Teske, Mark S (DFW) <Mark.Teske@dfw.wa.gov>; Rikki Davis <Rikki.Davis@co.benton.wa.us>
Subject: Agency Review for Open Space Land Classification - File No. OS 2021-001

External Email

Attached is a copy of an application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather that their highest and best use.

Please reply by February 26, 2021 with any comments you may have regarding this application via email to planning.department@co.benton.wa.us

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Office of the Assessor

Bill Spencer, *Assessor*
Christopher Roberts, *Chief Deputy Assessor*

PCM 1.13

February 18, 2021

Benton County Planning Commission
PO Box 910
Prosser, WA 99350

To Whom It May Concern;

Re: Laurel McKeehan and Michele Caron Open Space Application
Parcel Numbers: 1-2597-200-0003-000, 1-2597-200-0006-000, and 1-2597-200-0007-000

Please find below the tax shift information for the above reference parcels. Please note the values stated are for the upcoming 2021 Assessment Year for 2022 Taxes. The market value is an estimate and is set at Homesite value for the size of the parcel. The Open Space Value is accurate and is set at the soil classification of Dry Agricultural 1 of $170 per Acre. These parcels do not have water rights within the Kennewick Irrigation District.

- 1-2597-200-0003-000 – 5.0 Acres
  - Market Value: $ 80,000
  - Open Space Value: $850
  - Value Loss: $79,150
- 1-2597-200-0006-000 – 5.0 Acres
  - Market Value: $ 80,000
  - Open Space Value: $850
  - Value Loss: $79,150
- 1-2597-200-0007-000 – 5.0 Acres
  - Market Value: $ 80,000
  - Open Space Value: $850
  - Value Loss: $79,150

The 2021 Levy rate for taxing district 1431 is $12.218088339. The Tax shift would be $967.06 per parcel. (Market land taxes $977.45; Open Space Land Taxes $10.39)

Sincerely,

Rikki Davis
Agricultural Appraiser Supervisor
rikki.davis@co.benton.wa.us

PCM 1.14

Donna Hutchinson

From: Cristina Woods
Sent: Tuesday, February 23, 2021 8:34 AM
To: Planning Department
Subject: RE: Agency Review for Open Space Land Classification - File No. OS 2021-001

Good morning

Public Works has no comments

Thank you

Cristina Woods, MS • *Engineering Tech III*
Benton County Public Works
102206 Wiser Parkway , WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Friday, February 19, 2021 1:15 PM
To: Cristina Woods <Cristina.Woods@co.benton.wa.us>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of Richland-Kerwin Jensen (kjensen@ci.richland.wa.us) <kjensen@ci.richland.wa.us>; Kennewick Irrigation District-Development (development@kid.org) <development@kid.org>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Rikki Davis <Rikki.Davis@co.benton.wa.us>
Subject: Agency Review for Open Space Land Classification - File No. OS 2021-001

Attached is a copy of an application by Laurel McKeehan and Michele Caron to change the land classification of their parcel to Open Space Land per RCW 84.34. The 15 acres of property is located on three parcels (1-2597-200-0003-000, 1-2597-200-0006-000 and 1-2597-200-0007-000) lying West of E. Jacobs Road and North of Dallas Road at 63609 E. Jacobs Rd, Benton City. The area is currently operating as a "Wildlife Rehabilitation Center" with the release of various birds on the site. This designation will allow the property owners to have their property valued at their current use rather that their highest and best use.

Please reply by February 26, 2021 with any comments you may have regarding this application via email to planning.department@co.benton.wa.us

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	30 March 2021
Subject:	Benton Conservation District
Presenters:	Mark Nielson & Heather Wendt
Prepared By:	AJF
Reviewed By:	AJF

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

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

Summary & Background

Mark Nielson (Executive Director) and Heather Wendt (Deputy Director) will brief the Board on Benton Conservation District activities and priorities, particularly those that intersect directly with the County. The County and the District have worked closely on groundwater and noxious weed issues in recent years, and an upcoming area for cooperation will be the water stargrass topic which Nielson and Wendt will probably feature. A memorandum of agreement on the stargrass item will be forthcoming in the next few weeks.

There are no specific background materials and no action is requested from the Board.

Fiscal Impact

None.

Recommendation

None.