

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 in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:
<https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181>

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, August 3, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
❖ **July 27, 2021**

Review Agenda

Consent Agenda

Auditor

- a. Canvassing Board Delegation of Authority
- b. Line Item Transfer, Fund No. 0000-101, Dept. 102

Commissioners

- c. Line Item Transfer Fund No. 0305-101, Dept. 000
- d. Letter of Support for Columbia Basin Collaborative Utility Representative

Corrections

- e. Line Item Transfer, Fund No. 0000-101, Dept. 120

Human Services

- f. First Amended Agreement w/Housing Authority of City of Kennewick; Rescinding Resolution 2020-082

Agenda - Board of County Commissioners

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- g. Agreement w/Entrust Community Services for Employment Services
- h. Contract w/Debra Chapman as Transition Specialist
- i. Amended Contract w/WA State Dept of Commerce, Local Government Division for Community Development Block Grant

Information Technology

- j. Addition Services Addendum w/PageFreezer Software Inc. for Archiving Services
- k. Purchase of Seven Cisco DX80s From Golden Gate Networks for Corrections Dept.
- l. Purchase of Eight Monitors From CDW Government LLC for Auditor's Office
- m. Statement of Work from CDW Government LLC for Network Security Assessments
- n. Lease Agreement w/Ricoh for Three Copiers for Corrections Dept; Rescinding Resolution 2021-290

Juvenile

- o. Contract w/Comprehensive Healthcare for Outpatient Treatment Services

Public Safety

- p. Line Item Transfer, Fund No. 0148-101, Dept. 115

Public Works

- q. Authorization to Proceed With Advertisement & Bid Process for 2021 Pavement Marking

Purchasing

- r. Accepting Work by D & D Tri Rivers Excavating for Evans Road Culvert Replacement Project
- s. Purchase of One Rotary Broom Attachment From Alamo Industrial for ER&R

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

Scheduled Business

Prosser Economic Development Association Update ~ Neal Ripplinger

Other Business

Executive Session

Potential Litigation ~ A Miller & WSAC, Eric Johnson

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, July 27, 2021, 9:00 a.m.

Meeting provided in-person, by Video Live-Broadcast and Telephonically

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

Absent: Commissioner Shon Small (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Greg Wendt, Community Development Director; Robert Blain, Operations & Capital Programs; Clerk Josie Delvin; DPA Ryan Brown; Treasurer Ken Spencer; Brad O'Brien, Building Manager.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of July 20, 2021 were approved.

Agenda Review

Consent agenda item "k" (Contract w/Comprehensive Healthcare for Outpatient Treatment Services) was pulled and would be presented later.

The following items were added to Other Business:

- Safe Boats International - Contract Amendment
- Resolution – Authorizing Mr. MacPherson to Sign Water Rights Transfer Documents at Closing

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items "a" through "r". pulling "k". Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

- a. Application for .GOV Domain
- b. Guest Speaker Agreement w/Happy People Win

Commissioners

- c. Contract w/Washington State Military Department for E911 Services

Facilities

- d. Line Item Transfer, Fund No. 0000-101, Dept. 110

Human Services

- e. Amendment #3 w/Health Care Authority for Substance Prevention Services
- f. Agreement w/Elijah Family Homes for 10-Year Homeless Housing Plan
- g. Contract w/WA State Dept of Commerce, Community Service & Housing Division for Consolidated Homeless Grant
- h. Agreement w/DSHS Developmental Disabilities Administration for Employment Services

Juvenile

- i. Agreement w/State of WA Dept of Children, Youth & Families for Program Development
- j. Contract w/Comprehensive Healthcare for Therapy Services

Office of Public Defense

- l. Line Item Transfer, Fund No. 0000-101, Dept. 136

Public Works

- m. Cascade Natural Gas Corporation Franchise for a Natural Gas Distribution System & Facilities
- n. Line Item Transfer, Fund No.0101-101, Dept.500

Purchasing

- o. Contract w/C&E Trenching for Dallas Rd/Arena Rd Traffic Safety Improvements
- p. Purchase of Six Ford Police Interceptor Utility/SUVs From Bud Clary Ford/Hyundai for the Sheriff's Office

Treasurer

- q. Line Item Transfer, Fund No. 0112-101, Dept. 000
- r. Bank of New York Corporate Action Response Letter

Public Comment

None.

Public Hearing – Amending Ordinance 272 – Relating to Building Code

Greg Wendt and Brad O'Brien presented an amendment to Ordinance 272 to amend text to a building code regarding fire protection standards as it related to cedar shake roofs.

A petition was received from a landowner asking for flexibility relating to cedar shake roofs. The matter was reviewed by the Building Division, Deputy Prosecuting Attorney and Fire Marshal and they determined that an amendment was warranted and recommended approval of the ordinance amendment.

The criteria for approval were:

- If it was located in the Growth Management Ag District;
- Setback a minimum of 150 feet from all property lines and other dwelling units; and
- No other dwelling unit on the parcel/lot may have a cedar shake roof.

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

MOTION: Commissioner McKay moved to adopt the ordinance and approve the resolution amending Ordinance 272, Section 2, and BCC 3.04.046 as presented. Chairman Delvin seconded and upon vote, the motion carried.

Other Business

TRIDEC – Tri-City Community Letter – Appointing Utility Representative

Commissioner McKay presented a letter of support from TRIDEC appointing Rick Dunn as the Columbia Basin Collaborative Utility Representative regarding the regional issues affecting salmon and steelhead and the four lower Snake River Dams. He asked if the Board was willing to sign a letter of recommendation for Mr. Dunn. Chairman Delvin agreed.

Mr. MacPherson said Administration would prepare the letter for the Board's signature for the next agenda.

Sheriff Safe Boat – Contract Amendment with SAFE Boats International

Matt Rasmussen said that Administration received notice this item should be pulled from the agenda. However, they believed it should still be approved due to the nature of the amendment, and the Sheriff's office could then decide if they wanted to proceed so there were not any further delays.

The amendment allowed for the refurbishment and services on Benton County's 23' TT Hull #1165 Safe Boat, by allowing a different motor that could be installed sooner, in the additional amount of \$11,746.65 plus WSST. The original engine that was to be installed had a lead time of 8 to 12 months for completion.

MOTION: Commissioner McKay moved to authorize the Chairman to sign the First Amendment to Personal Service Contract between Benton County and SAFE Boats International LLC, with a contract amount not to exceed \$122,562.10 plus WSST. Chairman Delvin seconded and upon vote, the motion carried.

Water Rights Purchase and Sale Agreement

Mr. MacPherson presented a Resolution authorizing him to sign closing documents for the purchase of water rights from Selah-Moxee Irrigation District. The water rights have gone through Ecology and have been approved.

MOTION: Commissioner McKay moved to approve the resolution authorizing Jerrod MacPherson to sign any and all closing documents on behalf of the County to close the purchase as reflected in the Purchase and Sale Agreement and Resolution 2019-925. Chairman Delvin seconded and upon vote, the motion carried.

Review of Trios Facility – Wave Design Group

Commissioner McKay reported there was an approximate two-week delay in the final review of the building by Wave Design Group.

The Board briefly recessed, reconvening at 9:13 a.m.

Executive Session – Second Quarter Litigation Update

The Board went into executive session at 9:13 a.m. for up to 15 minutes with DPA Ryan Brown to discuss pending and threatened second quarter litigation. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie.

The Board came out at 9:28 a.m. Mr. Brown said the Board discussed Second Quarter Litigation and no decisions were made in executive session.

Tort Claims

CC 2021-20: Received July 16, 2021 from Alicia Spain
CC 2021-21: Received July 19, 2021 from Brenda Petry
CC 2021-22: Received July 23, 2021 from James Duncan
CC 2021-05: (Amended) – Received July 21, 2021 from Tim Nation

Accounts Payable

Check Date: 07/23/2021

Warrants #: 219699-219853
Total all funds: \$834,294.52

EFT's #: 1860-1861
Transfers #: 07232101-07232108
Total all funds: \$2,295,135.32

Resolutions

2021-554: Guest Speaker Agreement w/Happy People Win
2021-555: Contract w/Washington State Military Department for E911 Services
2021-556: Line Item Transfer, Fund No. 0000-101, Dept. 110
2021-557: Amendment #3 w/Health Care Authority for Substance Prevention Services
2021-558: Agreement w/Elijah Family Homes for 10-Year Homeless Housing Plan

- 2021-559: Contract w/WA State Dept of Commerce, Community Service & Housing Division for Consolidated Homeless Grant
- 2021-560: Agreement w/DSHS Developmental Disabilities Administration for Employment Services
- 2021-561: Agreement w/State of WA Dept of Children, Youth & Families for Program Development
- 2021-562: Contract w/Comprehensive Healthcare for Therapy Services
- 2021-563: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2021-564: Cascade Natural Gas Corporation Franchise for a Natural Gas Distribution System & Facilities
- 2021-565: Line Item Transfer, Fund No.0101-101, Dept.500
- 2021-566: Awarding Contract w/C&E Trenching for Dallas Rd/Arena Rd Traffic Safety Improvements
- 2021-567: Purchase of Six Ford Police Interceptor Utility/SUVs From Bud Clary Ford/Hyundai for the Sheriff's Office
- 2021-568: Line Item Transfer, Fund No. 0112-101, Dept. 000
- 2021-569: Bank of New York Corporate Action Response Letter
- 2021-570: Adoption of Ordinance 635 – Relating to the Building Code – Special Fire Protection
- 2021-571: First Amendment – Personal Service Contract with Safe Boats International LLC
- 2021-572: The Rural Water Supply Program - Authorizing Jerrod Macpherson, County Administrator to Sign Closing Documents – in the Purchase and Sale Agreement and Resolution 2019-925 - from Selah-Moxee Irrigation District

There being no further business before the Board, the meeting adjourned at approximately 9:28 a.m.

Clerk of the Board

Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2021-08-03
Subject:	2021 Primary Election Canvassing Board Delegation
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☒ Pass Motion ☐ Discussion Only (2 nd) ☐ Pass Resolution ☐ Decision/Direction ☐ Pass Ordinance ☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

Pursuant to RCW 29A.60.140, the chair of the county legislative body can delegate authority to serve on the canvassing board to another member of the Board of Commissioners.

Fiscal Impact

None

Recommendation

Have commissioner chair, Jerome Delvin sign the letter delegating Will McKay as the member of the canvassing board for the August 3, 2021, Primary Election.

Suggested Motion

Move to have Chair, Jerome Delvin, sign the canvassing board letter delegating Will McKay to serve on the Benton County Canvassing Board for the upcoming 2021 August Primary.

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



Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

CANVASSING BOARD DELEGATION OF AUTHORITY

I, Jerome Delvin, Chair of the Benton County Board of Commissioners, hereby delegate my authority under RCW 29A.60.140 to serve on the Benton County Canvassing Board for the August 3, 2021, Primary Election to Commissioner Will McKay.

DATED this 3rd day of August, 2021

Jerome Delvin
Chair, Board of County Commissioners

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101 DEPT. 102

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: L. Roe; B. Chilton; Auditor; File

L. Roe

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor

Dept Nbr: 102

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.810	3101	Supplies	\$141	514.810	3508	Computer Repl.	\$141
514.280	3101	Supplies	\$2,510	514.280	3508	Computer Repl.	\$2,510
TOTAL			\$2,651	TOTAL			\$2,651

Explanation:

Money moved from 514.810 3101 to 3508 was used in March, 2021 for the purchase of a docking station in the vehicle licensing division.
Money moved from 514.280 3101 to 3508 will be used to purchase new monitors for Accounting staff

Prepared by: Lorene Roe

Date: 7/27/2021

Approved ☐ Denied ☐

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CAPITAL PROJECTS FUND NUMBER 0305101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.210	6403	Capital Outlay Patrol Vehicles	\$907,324	594.200	4103	Professional Services	\$907,324
TOTAL			\$907,324	TOTAL			\$907,324

Explanation:

Appropriated funding moved to professional services. Patrol vehicles budget relocated/allocated in Fund 0148101

Prepared by: Date: Approved ☐Denied ☐Date:

Chairman

Member

Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Letter to Kearns & West – Appt. of Rick Dunn to Columbia Basin Collaborative
Presenter:	
Prepared By:	Admin
Reviewed By:	Jerrod MacPherson
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☒ Sign Letter / Document ☐ Pass Motion ☐ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

A community letter is being proposed to send to Kearns & West to appoint a Utility Stakeholder Representative to the Integration/Recommendations Group within the Columbia Basin Collaborative regarding the regional issues affecting salmon and steelhead and the four lower Snake River Dams.

Benton County's recommendation for the utility representative is Rick Dunn, General Manager of Benton PUD.

Fiscal Impact

None.

Recommendation

Sign letter appointing Rick Dunn to the Columbia Basin Collaborative.

Suggested Motion

Approve as part of consent agenda.



Board of County Commissioners

August 3, 2021

Ms. Debra Nudelman & Ms. Samantha Meyshon
Kearns & West
720 SW Washington Street, Suite 305
Portland, OR 97205

RE: Columbia Basin Collaborative Utility Representative

Dear Ms. Nudelman and Ms. Meysohn,

We write to recommend Mr. Rick Dunn, General Manager of the Benton Public Utility District (PUD), be appointed as a utility stakeholder representative to the Integration/Recommendations Group within the Columbia Basin Collaborative (Collaborative).

We, the Benton County Board of Commissioners, fully recognize the benefits the Snake River Dams provide to our region and to our community including navigation, irrigation, recreation, and power supply.

We have closely followed the process surrounding the development of the Collaborative and the representation on the Integration/Recommendations Group. While we are disappointed that only two of the group's slots have been allocated for electric utilities, we strongly believe that Mr. Dunn would be an excellent choice to fill the open utility stakeholder representative position.

Mr. Dunn is a graduate of Washington State University with a Bachelor of Science in Electrical Engineering and is a registered Professional Engineer. He has more than 35 years of electrical power and utility systems engineering and operations experience, both in the public and private sectors, including over 24 years of experience working for utility customers of the Bonneville Power Administration (BPA).

As General Manager of the Tri-Cities' largest electric utility, Mr. Dunn is extremely well-versed on energy issues impacting the Pacific Northwest. He is a long-time leader in our community and is knowledgeable about the importance of the dams to the Tri-Cities and the entire Pacific Northwest.

Rick also serves on the Northwest RiverPartners board and the Public Generating Pool's Executive Committee, is a member of the Public Power Council (PPC) and has previously served on PPC's Executive Committee. Additionally, Rick was directly involved in the development of comprehensive studies of least-cost approaches to Pacific Northwest electricity sector decarbonization and the impacts on power grid reliability.

In addition to his expertise as a utility manager, Rick is very knowledgeable about the many other important issues the Collaborative is considering, including salmon recovery, navigation, agriculture, irrigation, and much more. We believe he will make a valuable contribution to the Collaborative's continued efforts, and we thank you in advance for your consideration.

Sincerely,

The Benton County Board of Commissioners

Jerome Delvin, Chairman

Shon Small, Chairman Pro-Tem

Will McKay, Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.620	4802	Repair/Maintenance-Vehicle	\$8,000	523.620	3503	Computer Software	\$8,000
TOTAL			\$8,000	TOTAL			\$8,000

Explanation:

The Corrections Department would like to expand the virtual meeting services being offered to inmates and staff using software identified by Information Technology as being compatible with our current services. This software will help facilitate services for inmates to talk to attorneys, participate in meetings and/or court proceedings. This will increase efficiencies for an improved and safer work environment.

Prepared by: Date: Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021	
Subject:	Execute the First Amendment to Priority and Subordination Agreement with Housing Authority of the City of Kennewick	
Presenter:		
Prepared By:	Mari Clark, DHS Contract Manager	
Reviewed By:	Kyle Sullivan, DHS Manager	
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>	
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The purpose of this First Amendment is to make agreed upon changes to Section AGREEMENT 1.d, and 3. Also changes were made to Section Miscellaneous 5.a and Section E of the original Priority and Subordination Agreement. Also rescind Benton County Resolution 2021 082, which authorized the First Amendment, but Housing Authority of the City of Kennewick made changes after Benton County signed, before they executed the original Agreement.

Fiscal Impact

Total Agreement Amount: \$0.00

Fund: There is no impact on the current expense budget.

Recommendation

- Sign the resolution to accept the proposed First Amendment
- Approve the proposed First Amendment by signing all the copies where indicated
- Rescind Benton County Resolution 2021 082

Suggested Motion

Approve on Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE FIRST AMENDMENT TO PRIORITY AND SUBORDINATION AGREEMENT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND HOUSING AUTHORITY OF THE CITY OF KENNEWICK AND RESCINDING RESOLUTION 2020 082

WHEREAS, the purpose of this First Amendment is to make agreed upon changes to Section AGREEMENT 1.d, and 3. Miscellaneous 5.a and Section E of the original Priority and Subordination Agreement; and

WHEREAS, Benton County Resolution 2021 082 authorized the First Amendment, but Housing Authority of The City of Kennewick made changes after Benton County signed, but before they executed the original Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed First Amendment; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, the First Amendment to Priority and Subordination Agreement between Benton County Department of Human Services and Housing Authority of the City of Kennewick; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment to Priority and Subordination Agreement commences on the date of execution and ends on December 31, 2035.

BE IT FURTHER RESOLVED, Benton County Resolution 2021 082 is rescinded.

Dated this day of, 2021

Chair

Member

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

Attest: _____
Clerk of the Board

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:
Lona Hammer, PHM
Executive Director
Housing Authority of the City of Kennewick
1915 West 4th Place
Kennewick, Washington 99336

FIRST AMENDMENT TO PRIORITY AND SUBORDINATION AGREEMENT

Grantors:

- (1) Housing Authority City of Kennewick;
- (2) Benton County, acting on behalf of Benton and Franklin Counties
Department of Human Services;
- (3) City of Kennewick;
- (4) Tri-Cities HOME Consortium;
- (5) Banner Bank
- (6) Washington State Department of Commerce

Grantees:

- (1) Washington State Department of Commerce;
- (2) Banner Bank;
- (3) Tri-Cities HOME Consortium;
- (4) City of Kennewick;
- (5) Benton County, acting on behalf of Benton and Franklin Counties
Department of Human Services;
- (6) Housing Authority City of Kennewick

Abbrev. Legal Descr.: Portion of GL 1 of 7-8-30

Assessor's Tax Parcel 10780200005100

Reference Numbers:

<u>2020-053574</u>	(HTF Covenant)
<u>2020-017093</u>	(FHLB Covenant)
<u>2020-021033</u>	(HOME Loan Covenant)
<u>2019-010848</u>	(2060 Restrictive Covenant)
<u>2020-048833</u>	(HTF Deed of Trust)
<u> </u>	(Amended and Restated HTF Deed of Trust)
<u>2020-021032</u>	(HOME Loan Deed of Trust)
<u>2020-053589</u>	(Home Loan Omnibus Amendment)
<u>2020-053639</u>	(Original Priority Agreement)

FIRST AMENDMENT TO PRIORITY AND SUBORDINATION AGREEMENT

This FIRST AMENDMENT TO PRIORITY AND SUBORDINATION AGREEMENT (this "First Amendment") is dated as of _____, 2021, by and among the following parties (collectively, the "Parties"): HOUSING AUTHORITY CITY OF KENNEWICK, a public body corporate and politic of the State of Washington (the "Authority"); BENTON COUNTY, WASHINGTON, acting on behalf of BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES (collectively, the "County"); the CITY OF KENNEWICK, a municipal corporation organized and existing under the laws of the State of Washington (the "City"); the TRI-CITIES HOME CONSORTIUM CONSISTING OF THE PARTICIPATING JURISDICTIONS OF THE CITIES OF RICHLAND, KENNEWICK AND PASCO (the "Consortium"); the STATE OF WASHINGTON DEPARTMENT OF COMMERCE ("Commerce"); and BANNER BANK (the "Bank"). Each of Commerce, the Consortium, and the City is referred to as a "Lender" and two or more Lender are together referred to as "Lenders."

RECITALS

A. Original Priority Agreement. The Parties previously executed that certain Priority and Subordination Agreement dated as of December 30, 2020, and recorded on December 30, 2020, under Benton County recording number 2020-053639 (the "Original Priority Agreement").

B. Increase in Commerce Funding. As of the date of the Original Priority Agreement, Commerce had agreed to lend to the Authority up to \$1,895,413 (the "Original HTF Loan") pursuant to that certain Housing Trust Fund Contract Number 19-94110-020 signed by the Authority on November 18, 2020, and by Commerce on November 23, 2020 (the "Original HTF Agreement"). The Original HTF Loan was evidenced by a Promissory Note signed by the Authority on November 18, 2020 (the "Original HTF Note"), made by the Authority for the benefit of Commerce. Repayment of the HTF Note was secured by, among other security documents, a Deed of Trust in favor of Chicago Title Insurance Company, as trustee, and Commerce as beneficiary, recorded under Benton County recording No. 2020-048833 (the "Original HTF Deed of Trust"), encumbering the Authority's interest in the Property. In addition, the Authority executed a Low Income Housing Covenant Agreement recorded under Benton County recording number 2020-053574 (the "HTF Covenant"). The Original HTF Agreement, the Original HTF Note, and the Original HTF Deed of Trust are collectively referred to as the "Original HTF Documents."

Commerce subsequently agreed to increase the amount of its loan to the Authority to an amount up to \$2,138,136 (the "Revised HTF Loan"). In connection with this increase in Commerce funding, the Original HTF Agreement has been amended pursuant to Amendment No. 1 thereto signed on behalf of the Authority on _____, 2021, and on behalf of Commerce on _____, 2021 (the Original HTF Agreement as so amended, is referred to herein as the "HTF Agreement"), the Original HTF Note has been amended and restated pursuant to a First Amended and Restated Promissory Note signed on behalf of the Authority

on _____, 2021 (the "Restated HTF Note"), and the Original HTF Deed of Trust has been amended and restated pursuant to a First Amended and Restated Deed of Trust in favor of Chicago Title Insurance Company, as trustee, and Commerce as beneficiary, recorded under Benton County recording No. _____ (the "Restated HTF Deed of Trust"), encumbering the Authority's interest in the Property. The HTF Agreement, HTF Covenant, the Restated HTF Note, and the Restated HTF Deed of Trust are collectively referred to as the "HTF Documents."

C. Purpose. The Parties desire to amend the Original Priority Agreement to reflect the increased principal amount of the Commerce funding and to consent to the revisions of the HTF Documents, all as further set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and undertakings herein contained, the Parties agree as follows:

1. Amended Defined Terms. The definitions of the following terms as set forth in the Original Priority Agreement shall be amended as follows:

(a) The term "HTF Loan" shall mean the Revised HTF Loan described in Recital B of this First Amendment;

(b) The term "HTF Agreement" shall have the meaning ascribed thereto in Recital B of this First Amendment;

(c) The term "HTF Note" shall mean the Restated HTF Note described in Recital B of this First Amendment;

(d) The term "HTF Deed of Trust" shall mean the Restated HTF Deed of Trust described in Recital paragraph B above; and

(e) The term "HTF Documents" shall mean the HTF Agreement, the HTF Covenant, the Restated HTF Note, and the Restated HTF Deed of Trust, each as described in Recital B of this First Amendment.

2. Other Defined Terms. All other capitalized term used but not defined in this First Amendment shall have the meanings assigned to them in the Original Priority Agreement.

3. No Change in Priority. The Parties acknowledge that, regardless of the time of each Party's interest in or lien on the Property was or shall be created or recorded, the increase in the Commerce funding, or the amendments and restatements of the Original HTF Documents pursuant to the HTF Documents, each instrument shall retain its original priority as set forth in Section 1 of the Original Priority Agreement. Without limiting the generality of

the foregoing, the Parties specifically acknowledge that the HTF Covenant shall continue to have first priority and the HTF Deed of Trust shall continue to be in fifth priority.

4. Consent to Revised HTF Documents. By executing this Agreement, each Party hereby acknowledges and consents to the execution of, and, where appropriate, the recording of, the HTF Documents described in Recital B of this First Amendment.

5. Miscellaneous.

(a) All Other Provisions of Original Priority Agreement Apply. Except as and to the extent modified by this First Amendment, all provisions of the Original Priority Agreement shall remain in full force and effect.

(b) Counterparts. This First Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument whether or not all Parties execute each counterpart.

(c) Completion of Recording Information. If this First Amendment is signed without completion of certain recording information called for above, any title insurance company acting on the instructions of any Party is hereby authorized to insert such information prior to recording this First Amendment.

(d) Oral Agreements not Enforceable. **ORAL AGREEMENTS OR ORAL COMMITMENTS TO LEND MONEY, TO EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the day and year first written above.

TRI-CITIES HOME CONSORTIUM CONSISTING
OF THE PARTICIPATING JURISDICTIONS OF
THE CITIES OF RICHLAND, KENNEWICK AND
PASCO

By: _____
Name: _____
Title: _____

CONSORTIUM ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____, acting on behalf of the Tri-Cities HOME Consortium Consisting of the Participating Jurisdictions of the Cities of Richland, Kennewick and Pasco, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this ____ day of _____, 2021.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the day and year first written above.

BENTON COUNTY, WASHINGTON

By: _____
Name: _____
Title: _____

COUNTY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Benton County to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this ____ day of _____, 2021.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the day and year first written above.

BANNER BANK

By: _____
Name: Dustin Koons
Title: VP Affordable Housing Lending

CITY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Banner Bank to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this ____ day of _____, 2021.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the day and year first written above.

HOUSING AUTHORITY CITY OF KENNEWICK,
a public body corporate and politic of the State of
Washington

By: _____
Name: Lona Hammer
Title: Executive Director

AUTHORITY ACKNOWLEDGMENT

[illegible]

I certify that I know or have satisfactory evidence that Lona Hammer is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director the Housing Authority City of Kennewick to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this ____ day
of _____, 2021.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____
My appointment expires _____

EXHIBIT A

LEGAL DESCRIPTION

The land referred to in this First Amendment is situated in the State of Washington, County of Benton and is described as follows:

That portion of the North half of the South half of Government Lot 1, Section 7, Township 8 North, Range 30 East, W.M., Benton County, Washington, lying West of the Columbia Irrigation District pipeline, Except the West 488.4 feet thereof.

Kyle Sullivan

From: Eric Andrews
Sent: Thursday, July 22, 2021 1:47 PM
To: Kyle Sullivan
Subject: RE: KHA priority and subordination agreement.

I approve as to form.

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Sent: Thursday, July 22, 2021 1:36 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: KHA priority and subordination agreement.

Eric,

I don't have an email from you approving the KHA priority and subordination first amendment. I need to forward that to Commissioner Review so I can get it on the agenda. I've included it in the email so you can see it.

Kyle

*Kyle Sullivan, Manager
Benton County
Department of Human Services
7102 W. Okanogan Pl., Ste.201
Kennewick, WA 99336
(509) 737-3909
(509) 783-5981 fax*

Kyle Sullivan

From: Eric Andrews
Sent: Wednesday, July 21, 2021 9:42 AM
To: Mari Clark
Cc: Kyle Sullivan
Subject: RE: Help

Yes, I was able to follow it.

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Mari Clark <Mari.Clark@co.benton.wa.us>
Sent: Wednesday, July 21, 2021 9:41 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: RE: Help

Eric,

I am not sure on the wording but does this resolution make sense in regard to what you would like it to say?

Mari

From: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Sent: Tuesday, July 20, 2021 12:32 PM
To: Mari Clark <Mari.Clark@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: RE: Help

Yes, just document the chain of language. Also, I have signed your other contracts.

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Mari Clark <Mari.Clark@co.benton.wa.us>
Sent: Tuesday, July 20, 2021 11:39 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us>
Subject: FW: Help
Importance: High

Eric,

Kyle asked me about this and if you responded, I cannot locate it. Can we have a second amendment adopting their first amendment?

Mari

From: Mari Clark
Sent: Thursday, July 8, 2021 9:08 AM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Kyle Sullivan <Kyle.Sullivan@co.benton.wa.us> <Kyle.Sullivan@co.benton.wa.us>
Subject: Help
Importance: High

Eric,

I am apologizing ahead of time; this is a messy one. So we had the original doc resolution 2020 959 on the agenda and the morning of they wanted us to make a changes to the document. We explained that we could pull it but it would cause a delay in the execution to make a change. So, it was decided that we were going to just make an amendment (resolution 2021 082) to the original document submitted to us so they could continue with funding the project. Well, now Commerce has issued Kennewick Housing Authority more money and have issued a first amendment. We already have a first amendment so my question is can we have a second amendment adopting the Housing Authorities first amendment language? I have attached our two documents and then the proposed amendment and their redline amendment. If this is something we should talk about let me know and Kyle and I can get on the phone.

Mari

Mari Clark

Benton County Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
509.737.3902 office
509.572.0184 cell phone

Monday-Thursday 6:00 am to 5:00 pm



COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Execute Agreement 2021-DD-ENT-00 between Entrust Community Services and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to enter into contract with Entrust Community Services to provide employment services to those in our community with developmental disabilities. Entrust will be filling a gap in service providers in our community since we had two providers end services.

Fiscal Impact

Amount: Fee-For-Service

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

Recommendation

- Sign the Resolution to accept the proposed Contract Agreement
- Approve the proposed Contract Agreement #2021-DD-ENT-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-DD-ENT-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND ENTRUST COMMUNITY SERVICES.

WHEREAS, Benton County Department of Human Services will enter into contract with Entrust Community Services to provide employment services to individuals with developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to contract with Entrust Community Services for a term commencing on June 1, 2021 and expiring on September 30, 2021; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #2021-DD-ENT-00 with Entrust Community Services to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on June 1, 2021 and shall expire on September 30, 2021.

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

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2021-DD-ENT-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Entrust Community Services**, a Washington State Corporation, with its principal offices at PO BOX 9727, Yakima, WA 98909-0727. (hereinafter "Contractor").

Counties Contact Information:

Kyle Sullivan, Administrator
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:

Tom Gaulke, CEO
Entrust Community Services
P O Box 9727
Yakima, WA 98909-0727
Phone: 509.834.2961 / Fax: 509.453.1614
E-Mail: gaulket@entrustcs.org

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding)..... N/A

Agreement Start Date June 1, 2021

Agreement End Date (unless terminated sooner as set forth herein this Agreement) 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 end date.

Consideration Fee-For-Service

Attachments incorporated into this Agreement

Exhibit "A" – Data Security Requirements
Exhibit "C" – Additional Hour Request Form
Exhibit "E" – Travel Policy
Exhibit "G" – Individual Service Review Form

Exhibit "B" – Fee-For-Service Schedule
Exhibit "D" – Change/Termination/Withdrawal Form
Exhibit "F" – Individual Service Review Form CI
Exhibit "H" – Proposal Request Form

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:



Title: CEO

Date: 7/8/21

For Benton County:

Benton County Chair

Date

Attest: Clerk of the Board

Member

Date

Member

Date

Approved as to Content

Approved as to Form


Department of Human Services
Benton County Prosecutor's Office

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1. GENERAL TERMS AND CONDITIONS

a. Definitions:

- (1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
- (2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.
- (3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- (4) **DSHS** means the Washington State Department of Social and Health Services.
- (5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].
- (6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
- (7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.
- (8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.
- (9) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- (10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.
- (11) **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
- (12) **Shall** means compliance is mandatory.
- (13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.
- (14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

- (15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.
- (16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.
- (17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at <http://www.gpoaccess.gov/uscode/>.
- (18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- (19) **Vulnerable Adult** means a person:
 - (a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
 - (b) Who has a developmental disability as defined under RCW 71A.10.020; or
 - (c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
 - (d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
 - (e) Receiving services from an individual provider (RCW 74.34.020).
- (20) **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

b. **Amendments and Changes in Work:**

- (1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, 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.
- (2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

- (1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.
- (2) The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for

the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

d. **Audit Requirement:**

- (1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.
- (2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.
- (3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

- (1) This Agreement 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 Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- (2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, 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 the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

- (1) The Contractor shall hold harmless, indemnify and defend the Counties, 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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. 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 Counties, their officers, officials, employees or agents.

- (2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, 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 Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.
- (3) The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

I. Independent Contractor:

- (1) 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 the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- (2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, 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 the Counties' employees.
- (3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- (4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.
- (5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

- (1) **Professional Legal Liability:** Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

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 Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

- (2) **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 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 Agreement. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur 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 the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.

Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain such coverage.

Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities.

Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

- (3) **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) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- (4) **Automobile Liability:** This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions:**

- (a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.
- (b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.
- (d) 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.
- (e) 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.

- (f) 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.
 - (g) 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 Agreement, except for professional liability insurance described above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.
- (6) **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class 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 Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- (a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.
 - (b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
 - (c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.
 - (d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.
 - (e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

- (f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.
- (g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.
- n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.
- o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement 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 Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
- p. **Notices:** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.
- q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
 - (1) Applicable federal, state and local law, regulations, rules, and ordinances;
 - (2) Specific Terms and Conditions of this Agreement;
 - (3) General Terms and Conditions of this Agreement;
 - (4) Other terms and conditions of this Agreement.
- r. **Ownership of Materials/Works Produced:**
 - (1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.
 - (2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

- s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their 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.
- t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
- u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the 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 actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it 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 the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.
- v. **Records Maintenance and Inspection:**
 - (1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:
 - (a) document the performance of all acts required by law, regulation, or this Agreement;
 - (b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
 - (c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
 - (d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
 - (e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.
 - (2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.
 - (3) **Notice of Inspections:** The Contractor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with

copies of any written reports of such inspections, audits, accreditation or program reviews.

- w. **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 the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the 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 in the Records Maintenance and Inspection section above.
- x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.
- y. **Relationship of the Parties:** The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.
- z. **Severability:**
 - (1) If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.
 - (2) If it should appear that any provision of this Agreement 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.
- aa. **Successors and Assigns:** The Counties, 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 Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.
- bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.
- cc. **Termination:**
 - (1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay

the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

- (2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph 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 Agreement shall be allowed.
 - (3) 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 Agreement 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 Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.
 - (4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.
 - (5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.
- dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).
- ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and insure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

2. Specific Terms and Conditions: The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:

- a. **"Acuity Level"** means the level of an individual's abilities and needs as determined through the DDA assessment.
- b. **"AWA"** means ALTSA Web Access also referred to as the CMIS.
- c. **"Additional Consumer Services"** refers to indirect client service types as follow:
 - (1) **"Community Information and Education"**: Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
 - (2) **"Training"**: To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills of board or advisory board members.
 - (3) **"Other Activities"**: Reserved for special projects and demonstrations categorized into the following types:
 - (a) **"Infrastructure Projects"**: Projects in support of clients (services not easily tracked back to a specific working age client) or that directly benefit a client(s) but the client is not of working age. Examples include planning services like benefits planning and generic job development. E.g. "Project Search."
 - (b) **"Start-Up Projects"**: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
 - (c) **"Partnership Projects"**: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).
- d. **"BARS"** means DDA Budget and Accounting Reporting System.
- e. **"Client"** means a person with a developmental disability as defined in Chapter 388-823 WAC who is currently eligible and active with Developmental Disabilities Administration.
- f. **"County"** means the county or counties entering into this Program Agreement.
- g. **"Consumer Support"** refers to direct Client service types as follows:
 - (1) **"Community Inclusion" or "CI"**: services are individualized services provided in typical integrated and community settings. Services will promote individualized skill development, independent living and community integrations for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

- (2) “Child Development Services” or “CDS”: Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child’s development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
 - (3) “Individual Supported employment” or “IE”: services are a part of an individual’s pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
 - (4) “Individualized Technical Assistance” or “ITA”: services are a part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.
 - (5) “Group Supported Employment” or “GSE”: services are a part of an individual’s pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.
- h. “CRM” means the DDA Case Resource Manager.
 - i. “CSA” means County Service Authorization.
 - j. “DD” means developmental disabilities.
 - k. “DDA” means the Developmental Disabilities Administration within DSHS.
 - l. “DDA Region” means the DDA Regional office.
 - m. “DVR” means the Division of Vocational Rehabilitation.
 - n. “HCBS” means the Medicaid Home and Community Based Services.
 - o. “ISP” means the Individual Support Plan, a document that authorizes and identifies the DDA paid services to meet a client’s assessed needs.
 - p. “PASRR” means Preadmission Screening and Resident Review.
 - q. “PCSP” means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client’s assessed needs. Formerly referred to as the Individual Support Plan.
 - r. “Quality Assurance” means an adherence to all Program Agreement requirements, including DDD Policy 6.13, *Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonable expected levels of performance, quality, and practice.
 - s. “Quality Improvement” means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

- t. **"Service Provider"** is a qualified client service vendor who is contracted to provide Employment and Day Program services.
 - u. **"Subcontractor"** is the service provider contracted by the County to provide services.
3. **Purpose:** This Program Agreement is entered into between the Counties and the Contractor in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.
 4. **Client Eligibility:** Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by the DDA shall be eligible for direct client services under this Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization are not reimbursable under this Program Agreement.
 5. **Credentials and Minimum Requirements:**
 - a. **Qualified Service Providers:** The Contractor shall meet qualifications as outlined in DDA Policy 6.13 (Program Provider Qualifications) which is incorporated herein by reference.
 - b. **Sufficient Policies and Procedures for Agency:** The Contractor shall maintain adequate internal control systems. The Contractor shall maintain written policy/procedural manual/handbook for information systems, personnel, accounting/finance, and implementation of programs in sufficient detail such that operations can continue should staffing change or absences occur.
 - c. **Fiscal Responsibility:** The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.
 - d. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights:** The Contractor shall agree to assign to the Counties its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this Agreement. Written documentation shall be available to DSHS on request.
 - e. **Background / Criminal History Check:** A background criminal history clearance is required every three (3) years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and Chapter 388 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the Counties shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.
 - f. **Reporting Abuse and Neglect:** The Contractor and staff are mandated reporters under RCW 74.34.020(13), and must comply with reporting requirements described in RCW 74.34.035, .040, and Chapter 26.44 RCW. If the Counties are notified by DSHS that the Contractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Agreement.

The Contractor is required, per DDA Policy 5.13 (Protection from Abuse: Mandatory Reporting), to promptly report to Counties and DDA if:

- (1) If they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.

- (2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.
 - g. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.
 - h. Contractors who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.
- 6. Statement of Work:** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall provide DD services within the counties as set forth below:
- a. The Contractor shall comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "County Best Practices":
 - (1) DDA Policy 4.11, County Services for Working Age Adults;
 - (2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 1400-1410, 2100, 2110;
 - (3) Criteria for Evaluation;
 - (4) DDA Guiding Values;
 - (5) County Guide to Achieve DDA's Guiding Values;
 - (6) DDA Guidelines for Community assessments within Employment and Vocational Programs; and
 - (7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.
 - b. The Contractor will provide consumer support services that include the following program outcomes:
 - (1) Monthly Community Inclusion service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.
 - (a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.
 - (b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
 - (c) A client receiving CI services will not receive employment support simultaneously.
 - (d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.
 - (2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of

community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

- (3) The Client's DDA PCSP is the driver for service. The AWA CSA and the hours will not exceed the Client's DDA PCSP. Service changes will not occur until the client has received proper notification from DDA.
- (4) All clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, County, guardian and others as appropriate.
- (5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, CRM, County, guardian and others as appropriate.
- (6) Contractor shall submit the "DDA Additional Hours Request" form to request additional hours. The form shall be submitted to the CRM and County. The request must be made before the hours are provided to qualify for reimbursement.
- (7) Contractor shall submit the "Change/Termination/Withdrawal" form to communicate a reduction in hours, service change, termination of service, or withdrawal from service. Form shall be submitted to CRM and County by the last day of the week, the changes were made.
- (8) Provider will document each activity related to service of the client in the form of progress notes. These notes shall be kept in the client's file and made available for review by the County and/or DDA. Progress notes must include at minimum the following:
 - (a) The date of the activity;
 - (b) A brief description of activity, including how the activity relates to the individual's goals in the Employment/Community Inclusion Plan;
 - (c) The amount of time the interaction took, recorded in quarter hour increments;
 - (d) Name of the person entering the progress note and any staff involved in the activities being recorded.
- (9) All clients will be contacted by their service provider according to Client need and at least once per month.
- (10) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within six (6) months, the Contractor will assure the following steps are taken:
 - (a) Review the progress toward employment goals;
 - (b) Provide evidence of consultation with the Client/guardian; and
 - (c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies and review will be documented for each Client and kept in the Client's file.
 - (d) Contractor will use the Individual Service Review Exhibit G "Individual Service Review" form for documentation.

- (11) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six-month progress report in the next six-month progress report. The Client may request to participate in Community Inclusion activities, or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.
- (12) For Individual Employment where the Contractor is also the Client's employer, long term funding will remain available to the service provider employer for six-months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the county or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the county or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.
- (13) Individual Employment staff hours must be attributed to the Individual Employment an Billable Activity Phase(s).
- (14) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. The collective group's individual hours should be the minimum staff hours delivered to support the group.
 - (a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).
 - (b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.
 - (c) A GSE agency must have a record of which staff is supporting which clients on any given day.
 - (d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).
 - (e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration function associated with GSE).
 - (f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities – see Phases – to 4 for element/activity description).
- (15) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 520(a)(1), including that:
 - (a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

- (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
 - (c) The setting provides opportunities to seek employment and work in competitive integrated settings; and
 - (d) The setting facilitates individual choice regarding services and supports, and who provides them.
- (16) **Quality Assurance and Service Evaluation:** The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of such evaluation system shall be provided upon request.
- (17) The County shall evaluate and review services at least one on-site visit to the Contractor during the contract time period. The County will maintain written documentation of the evaluations, recommendations and corrective action plans for the Contractor.
- (a) **Provisional Status:** If the Contractor receives a corrective action plan for not delivering services in accordance with this Agreement, the County reserves the right to place the Contractor on a provisional status, which means:
 - ▶ No new referrals will be issued for services to the Contractor until the Contractor is in compliance with providing services in accordance to this Agreement
 - ▶ DDA will be informed of the provisional status of the Contractor is in compliance with providing services in accordance to this Agreement
 - ▶ Once the Contractor is in compliance with the corrective action plan, the provisional status will be removed, DDA will be informed and the Contractor will be able to resume receiving new referrals
- (18) The Contractor shall participate in regularly quarterly meetings with the County and DDA to remain updated and current on all requirements and information.

7. Consideration

- a. The County shall pay the Contractor for the services outlined in the Statement or Work section of this Agreement provided to eligible clients on a "fee-for-service" basis at the prevailing rates approved by DDA. A detailed description of the compensation (rates) to be paid by the Counties is set forth in Exhibit "" Fee-For-Service Schedule.
- b. The Employment Phases & Billable Activates document defines the individual Client services that DDA reimburses. The document can be located on the DSHS DDA County Best Practices website at <https://www.dshs.wa.gov/dda/county-best-practices>.
- c. The Community Inclusion Phases & Billable Activates document defines the individual Client services that DDA reimburses. The document can be located on the DSHS DDA County Best Practices website at <https://www.dshs.wa.gov/dda/county-best-practices>.
- d. A claim for each individual that is made must indicate the number of service units delivered to each individual. Units are defined as:
 - (1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour must be recorded in quarter hour increments.

- (2) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.
- e. Funds will follow currently authorized clients if they move and/or choose a different qualified provider.
- f. Travel time will be documented from the Contractor's office, previous service site, or other "starting location" which provides the greatest efficiency in time. Whichever starting location is "least" should be documented.
- (1) Travel time will be documented for direct support staff only.
- (2) Staff time and travel time to the annual DDA PCSP is reportable under the client's primary service phase.
- (3) Transportation of clients, other than during the service are not allowed. An example would be picking up a client at home and taking them to the office to job search or taking a client home after services have ended.
- (4) County approved travel expenses for Additional Consumer Services, will be reimbursed according to the Travel Policy Exhibit E.
- g. The following Additional Consumer Support Services are billable:
- h. Administrative tasks and activities cannot be billed to the client's support hours. Administrative tasks and activities include:
 - (1) Preparing monthly billing
 - (2) Administrative review of client services
 - (3) Quality control of client services by Managers/Supervisors
 - (4) Managers/Supervisors time spent in training of new support staff.
 - (5) Training:
 - (a) Staff Training: Costs incurred for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.
- (6) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
- (7) Other Activities:
 - (a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. Project Search.
 - (b) Star-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
 - (c) Partnership projects: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

8. Billing and Payment

- a. The Contractor shall submit written claims for reimbursements earned on the appropriate forms provided by the Counties. The Counties will pay the Contractor with County warrants within thirty (30) days following the approval of the receipt of claims for payment. All initial claims for reimbursement must be received by the Counties within twenty (20) days following the last day of the month which the service is provided.
- b. Right to Withhold Payment: The Counties expressly reserve the right to withhold payment in whole or in part when:
 - (1) Contractor fails to submit claims for reimbursement within twenty (20) days following the last day of the month and billing has been processed, the Contractor will not receive payment until the next billing cycle;
 - (2) Contractor fails to submit documentation required by the Agreement sufficient to substantiate claims for payments;
 - (3) Contractor fails to maintain its reporting obligations under this Agreement;
 - (4) Claims for payment are inconsistent with the terms and conditions of this Agreement;
 - (5) Contractor doesn't comply with this Agreement; or
 - (6) Contractor is accused of or commits a violation of any local, state, or federal law.
- c. Duplicative Funding:
 - (1) Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.
 - (2) The Contractor shall not charge or accept additional remuneration from any client, relative, friend, payee, guardian, or attorney of the client, or any other person for services provided under this Agreement, other than those specifically authorized by this Agreement.
 - (3) In the event the contractor charges or accepts prohibited remuneration, the County shall have the right to assert a claim against the Contractor on behalf of the client, for double the amount charged. Any violation of this provision shall be deemed a material breach of this Agreement.
- d. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.
- e. Reduction in Funding: The County expressly reserves the right to modify or terminate this Agreement if the funding it receives from the State for contracted services is withdrawn, reduced or limited, The County may reduce the level of services authorized or eliminate specific categories of services insofar as necessary to reflect any funding reductions or limitations. The County shall notify the contractor promptly of any reduction or proposed reduction in funding. The contractor agrees that, upon receipt of such notice, it shall take immediate, appropriate and reasonable action to reduce its spending in the affected funding area so that the payments earned do not exceed the reduced funding level.

9. **Single State Medicaid Agency – Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with

developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Contractor assures that its staff have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Execute PSC-21/22-CHAPMAN-00 between Debra Chapman and Benton County Department of Human Services
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda	☐ Discussion Only ☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction ☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document ☐ Pass Ordinance
	☒ Execute Contract

Summary / Background Information

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

Fiscal Impact

Amount: \$0.00

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

Recommendation

- Sign the Resolution to accept the proposed Personal Services Contract
- Approve the proposed Personal Service Contract by signing all the copies where indicated

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTION OF PERSONAL SERVICE CONTRACT #PSC-21/22-CHAPMAN-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DEBRA CHAPMAN

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

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed Personal Service Contract #PSC-21/22-CHAPMAN-00 between Benton County Department of Human Services and Debra Chapman; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be and hereby is, authorized to sign, on behalf of Benton County, Personal Service Contract #PSC-21/22-CHAPMAN-00 for a total consideration to \$30,920.00; and

BE IT FURTHER RESOLVED, that the agreement shall be effective July 1, 2021 through June 30, 2022.

Dated this day of, 2021

Chairman

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

**BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-21/22-CHAPMAN-00**

TERMS AND CONDITIONS

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

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and shall expire on June 30, 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 transition services to families in our communities by connecting them to transition services available for those in age from 15 to 21. The Transition Specialist will make connections in the school districts in Benton and Franklin Counties to identify needs of individuals with I/DD in the school district and their families. The Transition Specialist will coordinate the Interagency

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

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY regularly during the progress of the work. The CONTRACTOR shall participate in an on-site monitor with 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: Debra Chapman
Address: 306 E. 2nd Avenue
Ritzville, WA 99169
Phone: 253-335-6835
Email: debankids@yahoo.com

b. For COUNTY:

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

5. **COMPENSATION**

- a. For the services performed under this Contract, the CONTRACTOR shall be paid \$25.00/hr as stated in Exhibit B "Budget", which is attached hereto and incorporated herein by reference. Compensation shall not exceed Thirty thousand, nine hundred, twenty dollars and no cents (\$30,920.00) during the contract period.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.
- d. ***Invoices shall be submitted by the 10th of the month following the month in which services are provided.*** Submitted invoices shall include Exhibits C, D, E and receipts for operating supplies. Documents can be submitted via email to mari.clark@co.benton.wa.us.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or

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

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.
- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under

Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed

officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent,

or representative of the COUNTY.

- d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

- b. All design work done by the CONTRACTOR shall be done on AutoCAD Civil 3D 2015 or higher, or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the expiration of the Contract. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

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

18. DISPUTES

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

19. CONFIDENTIALITY

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

such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

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

- This section left blank intentionally -

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

Dated: _____

Dated: 6/29/2021

FOR: BENTON COUNTY

FOR: DEBRA CHAPMAN

Chairman



Signature

Member

Transition Specialist
Title: Transition Specialist

Member

Deborah A. Chapman
Print Name

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

Attest: _____
Clerk of the Board

Approved as to Form

Approved as to Form



Civil Deputy Prosecuting Attorney



Human Services Manager

**Benton County Independent Contractor
'21-'22 Transition Specialist Statement of Work**

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

Job duties are as follows but not limited to:

- Develop and maintain relationships with school districts, employment agencies, employers, families, and other community members.
- Evaluate with community organizations the needs of Benton & Franklin Counties for transition services and develop a plan to meet them.
- Connect families with available services for transition services and other needs.
- Participate in transition service groups and support groups for families which focus on services for those with DD/ID.
- Host and Coordinate the Interagency Transition Network meetings.
 - Coordinate annual job fair
- Network with school's programs to understand how their programs operate to better assist families with navigating available services.
- Maintain thorough and complete records of activities performed under the contract.
- Performs other related duties as assigned.

EXHIBIT "B"

Benton County Department of Human Services
Budget Worksheet for Agreement #PSC-21/22-Chapman-00
July 1, 2021 – June 30, 2022

Budget Item	State Fund
OPERATING EXPENSES	
Office/Cell Phone	\$1320.00
Printing/Supplies	\$600.00
Event Supplies	\$2000.00
TRAVEL EXPENSES	
Local Travel (mileage)	\$1000.00
COORDINATOR TIME AND EFFORT	
Wages (52 weeks x 20 hours x \$25/hr)	\$26,000.00
Total	\$30,920.00



**DEVELOPMENTAL DISABILITIES SERVICES
INVOICE VOUCHER
2021-2022**

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

Benton County

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

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

Signature: _____

Title: _____

Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	08/03/2021	
Subject:	First Amendment CDBG (CDBG-CV-1) & (CDBG-CV-2)	
Presenter:		
Prepared By:	Tammy McKeirnan	
Reviewed By:	Kyle Sullivan	
PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>		
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The first amendment contract number 20-6221C-103 Community Development Block Grant-Coronavirus (CDBG-CV1) and (CDBG-CV-2), Public Services Grant between Washington State Commerce and Benton County. The first amendment is to add CDBG-CV2 in the amount of \$ 225,616 and to revise the scope of work.

Fiscal Impact

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget for CDBG-CV1 and CDBG CV2 in the amount of \$513,545.00

Recommendation

- Sign the Resolution to accept the proposed first amendment agreement
- Approve to have Benton County Human Service Manager to sign the digitally documents for CDBG CV1 & CDBG CV2 agreement

Suggested Motion

To approve signing First Amendment Agreement #20-6221C-103 between Washington State Commerce and Benton County.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING FIRST AMENDMENT CONTRACT NUMBER: 20-6221C-103 COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS (CDBG-CV1) AND (CDBG-CV2), PUBLIC SERVICES GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, LOCAL GOVERNMENT DIVISION, AND BENTON COUNTY

WHEREAS, Resolution 2020-962 Washington State Department of Commerce executed a contract with Benton County contract 20-6221C-103 to provide the Community Development Block Grant-Coronavirus (CDBG-CV1), Public Services Grant; and

WHEREAS, the first amendment is to add CDBG-CV2 to the grant in the amount of \$225,616.00; a total of \$513,545, and to revise the scope of work for the additional funds.

WHEREAS, Benton County will make \$214,336.00 in CDBG-CV2 Public Services Grant funds available to the grant subrecipient, Benton-Franklin Community Action Connections and Benton County will receive up to \$11,280 for eligible general administration costs; and

WHEREAS, the services will benefit people who are HUD's low- and moderate- income criteria for Benton and Franklin Counties and will exclusively benefit residents of non-entitlement areas for eligible costs such as rent, and utilities incurred between March 27, 2020 and extend the contract to June 30, 2023; and

WHEREAS the grant is for services in both Benton and Franklin Counties. Benton County provides services under this grant to Franklin County through an interlocal agreement; and

WHEREAS, the contract must be submitted digitally and requires an established account and digital signature; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners approves the contract between Benton County and Washington State Department of Commerce for CDBG-CV1 and CDBG-CV2 in the amount of \$513,545; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services Manager be, and hereby is, authorized to digitally sign on behalf of Benton County, the CDBG-CV1 and CDBG-CV2 between Washington State Department of Commerce and Benton and Franklin Counties; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Community Development Block Grant-Coronavirus (CDBG-CV1) and (CDBG-CV2), Public Services Grant; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on March 27, 2020 and ends on June 30, 2023.

Dated this.....day of, 2021

Chairman of Board

Member

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

Attest: _____
Clerk of the Board

Amendment Face Sheet**Contract Number: 20-6221C-103****Amendment Number: A**

**Washington State Department of Commerce
Local Government Division
Community Development Block Grant Program
CDBG-CV1 and CDBG-CV2**

1. Grantee Benton County 7102 W Okanogan Place Ste 201 Kennewick, WA 99350		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative (only if updated) Tammy McKeirnan, Finance Manager Phone: 509-737-3914 Email: tammy@mckeirnan.co.benton.wa.us		4. COMMERCE Representative (only if updated) Genny Matteson, Project Manager Phone: (360) 725-3093 Fax: (360) 586-8440 genny.matteson@commerce.wa.gov	
5. Original Grant Amount (and any previous amendments) \$287,929	6. Amendment Amount \$225,616	7. New Grant Amount \$513,545	
8. Amendment Funding Source Federal: X State: Other: N/A:	9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2023	
11. Federal Funds (as applicable): \$513,545	Federal Agency: U.S. Department of Housing and Urban Development		CFDA Number: 14.228
12. Amendment Purpose: To add the CDBG-CV2 grant amount to the CDBG-CV1 grant amount; to revise the scope of work for the additional funds; and to increase activities that prevent, prepare for, and respond to coronavirus in the CDBG-CV consortium area. To update Special Terms & Conditions, 3. Acknowledgement of Federal Funds to Washington State: CDBG-CV Federal Award Date – February 11, 2021; CDBG-CV Total Federal Award Amount - \$38,217,218.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant as Amended".			
FOR GRANTEE Kyle Sullivan, Manager Benton County Human Services Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY Sandra Adix Assistant Attorney General 3/20/2014 Date	

Section A: Project Description / Deliverable

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities	Performance Milestones
21A General Admin.	\$18,280	*Must complete each bulleted project activity to meet the corresponding milestone. - Execute grant amendment with Commerce. - Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce. - Amend as needed, subrecipient agreement that includes the quarterly beneficiary reporting requirement. Submit a signed copy to Commerce. - Establish administrative, financial, reporting, and record keeping systems, including a system to prevent duplication of benefit.	Before first payment request
		Payment requests: - Review subrecipient reimbursement requests and project costs and invoices against project budget and contract start date. - Document local government's CDBG general administration costs. - Once costs are approved, prepare and submit payment request and project status report to Commerce. - Document receipt of grant funds and reimbursement of eligible costs.	Not more than monthly First payment request within 270 days from contract execution
		Submit a CDBG Beneficiary Report within 30 days of end of each calendar quarter.	1/31, 4/30, 7/31, 10/31
		- Complete applicable civil rights requirements. - Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.	Prior to Commerce's on-site monitoring

	▪ Resolve all monitoring issues with CDBG. ▪ Accomplish all grant activities. ▪ Conduct a final public hearing to review project performance. ▪ Submit a CDBG Contract Closeout Report.	Before requesting final 5% of CDBG award
	List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit

Section B: Project Activities, Milestones and Budget (continued)		
CDBG Budget Code	Budget Amount	Performance Milestones
		*Must complete each bulleted project activity to meet the corresponding milestone.
05 Public Services	\$495,265	▪ Deliver the direct services identified in the CDBG application with help from Benton Franklin Community Action Connections ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget, and prevent duplication of benefits. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments.
TOTAL:	\$513,545	

First Amendment Contract Number: 20-6221C-103

**Washington State Department of Commerce
Local Government and Infrastructure Division
Community Development Block Grant (CDBG-CV1) & (CDBG-CV2)
Program
Public Services Grant**

By their signatures below, the parties agree to the terms and conditions of this Contract and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Contract.

For Benton County:

Attest:

Chair

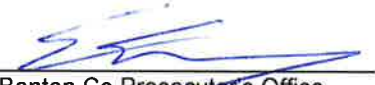
Date

Clerk of the Board

Approved as to content:

Approved as to form:

Dept. of Human Services


Benton Co Prosecutor's Office

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021	
Subject:	Authorizing The Chairman of the Board to Sign Addendum Between PageFreezer Software, Inc. and Benton County	
Presenter:		
Prepared By:	Alex Garcia	
Reviewed By:	Robert Heard, Procurement Dept	
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☐ Execute Contract	

Summary / Background Information

Resolution 2020-617 authorized the Chairman of the Board of Benton County Commissioners to sign a subscription agreement with PageFreezer Software, Inc. PageFreezer has replaced Smarsh in archiving all county social media accounts. The original subscription included up to 10 social media accounts. The county currently has 11 social media accounts requiring an addendum to the current subscription. Each additional license will be charged at \$15.00 a month recurring annually.

Fiscal Impact

Amount: **\$15.00 a month recurring annually for each additional social media account**

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

Recommendation

Information Technology recommends that the Board approves the addendum to the original agreement with PageFreezer Software Inc. for each additional account of \$15.00 a month recurring annually excluding WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN ADDENDUM BETWEEN PAGEFREEZER SOFTWARE, INC. AND BENTON COUNTY

WHEREAS, Resolution 2020-617 authorized the Chairman of the Board of Benton County Commissioners to sign a subscription agreement with PageFreezer Software, Inc; and

WHEREAS, PageFreezer has replaced Smarsh Inc as the county's social media archiving service; and

WHEREAS, the original subscription included up to 10 social media accounts to archive and Benton County currently has 11; and

WHEREAS, PageFreezer Software, Inc charges \$15.00 a month recurring annually for each additional social media account added thereafter; and

WHEREAS, Information Technology Department agrees that signing the PageFreezer Software Inc addendum is in the best interest of Benton County; and

WHEREAS, the Prosecuting Attorney Civil Division has approved to form the agreement; 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 sign the attached PageFreezer Software, Inc addendum between Benton County and PageFreezer Software, Inc. that charges \$15.00 a month for each additional social media account added thereafter; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Benton County Commissioners authorizes the Information Technology Manager to sign any new agreements for additional social media accounts up to 20.

Dated this 3 day of August , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



Benton County - Additional Social Media

Prepared For

Alex Garcia
Benton County
620 Market Street
Prosser WA 99350
United States

Created By

Johnny Moynihan
PageFreezer Software, Inc.
(888) 916 3999
johnny@pagefreezer.com
<http://www.pagefreezer.com>

Additional Services Addendum

Jul 19, 2021

Quote: 5721001270

Sales person: JohnnyMoynihan

Email: johnny@pagefreezer.com

Name	Price	QTY(months)	Subtotal
PageFreezer for Social Media - 1 Additional License Social Media Archiving for up to 1 additional social media accounts. Includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. SEC, FINRA, Open Record compliant. 1 administrative user account; API access/capture to/from Facebook, Twitter, LinkedIn Company Pages, Instagram, YouTube, Google+, Pinterest.	\$15.00	12	\$180.00
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00

Subtotal **\$180.00**

Annual Recurring costs: \$ 180.00

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

- i) All prices in USD and excluding sales tax
- ii) Payment per year up-front
- iii) Recurring annually until cancellation
- iv) Cloud data storage in our SSAE16 (SOC 1 & SOC 2) compliant data center
- v) This Additional Services Addendum ("Addendum") is supplemental to the Master PageFreezer Subscription Agreement ("Agreement") signed between PageFreezer and Benton County on August 31st, 2020.
- vi) In the event of a conflict between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall supersede and control, unless the Agreement specifically identifies the provision(s) of the Addendum to be amended, in which case such amended terms shall apply.
- vii) Quote valid until July 19th 2021.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: _____ Date: _____

Signed: _____

Alex Garcia

From: Eric Andrews
Sent: Monday, July 19, 2021 2:25 PM
To: Alex Garcia; Robert Heard
Subject: RE: Additional License for PageFreezer social media account

Looks good to me.

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Sent: Monday, July 19, 2021 2:03 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>; Robert Heard <Robert.Heard@co.benton.wa.us>
Subject: Additional License for PageFreezer social media account

Eric,

Please review the addendum to our current agreement with PageFreezer to archive social media accounts. We need one additional license since we are over the 10 we purchased last year.

Thanks,



Alex Garcia
Assistant Manager
Benton County Information Technology
Ext 3742

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Approving the Purchase of Seven (7) Cisco DX80s from Golden Gate Networks, Inc. for the Benton County Corrections Department
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard, Procurement Dept
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Due to Governor Inslee's "Stay Home, Stay Healthy" order as a response to COVID-19 pandemic, Information Technology worked with Corrections Department to improve services offered to jail inmates and staff. Per Resolution 2020-665, IT purchased equipment to help with virtual meetings and for inmates to participate in court proceedings using Cisco WebEx. The Corrections Department would like to expand services to jail inmates using Cisco DX80s which will help facilitate services for inmates to talk to attorneys, participate in meetings and/or court proceedings. Seven (7) Cisco DX80s have been requested to be placed strategically throughout the Benton County Corrections facilities to increase efficiencies for an improved and safer work environment.

All funds used to purchase Cisco DX80s will be taken out of the Corrections Department budget. Equipment will be purchased from Golden Gate Networks, Inc.

Fiscal Impact

Amount: \$7,000 excluding WSST.

Fund: Corrections Fund (0000101.120.00000.523.620.3503)

Recommendation

Information Technology recommends that the Board approves the purchase of Seven (7) Cisco DX80s for Corrections Department from Golden Gate Networks, Inc. All equipment purchased will be added to Central Services Replacement Fund (0132-101).

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF APPROVING THE PURCHASE OF SEVEN (7) CISCO DX80s FROM
GOLDEN GATE NETWORKS INC FOR THE BENTON COUNTY CORRECTIONS
DEPARTMENT**

WHEREAS, due to Governor Inslee's "Stay Home, Stay Healthy" order as a response to COVID-19 pandemic, Information Technology worked with Corrections department to improve services offered to jail inmates and staff; and

WHEREAS, per Resolution 2020-665, Information Technology purchased equipment to help with virtual meetings and for inmates to participate in court proceedings using Cisco WebEx; and

WHEREAS, the Corrections Department would like to expand services to jail inmates using Cisco DX80s which will help facilitate services for inmates to talk to attorneys, participate in meetings and/or court proceedings; and

WHEREAS, Information Technology recommends purchasing seven (7) Cisco DX80s from Golden Gate Networks Inc.; and

WHEREAS, per Resolution 2019-753, Section 3.1 of the Information Technology Replacement Policy and Procedures requires all new computer equipment over \$500 receive approval by the Board before purchasing; 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 purchase of seven (7) Cisco DX80s in an amount not to exceed \$7,000 excluding Washington State Sales Tax using Corrections budget; and

BE IT FURTHER RESOLVED, purchased Cisco DX80s will be placed in Central Services Replacement Fund (0132101).

Dated this 3 day of August 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Golden Gate Networks

12931 Gray Lane
Nevada City, CA 95959

530-292-3255
Quote

bram@goldengatenetworksinc.com

Benton County Information Technology
7122 W. Okanogan Plaza
Kennewick, WA 99336

7222021
7/22/2021

Alex.garcia@co.benton.wa.us

Item #	Description	Qty	Unit Price	Discount	Price
CP-DX80-K9	All-in-one Exectutive Video Unit	7	\$ 950.00		\$ 6,650.00
Shipping	UPS Shipping Cost	7	\$ 50.00		\$ 350.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Invoice Subtotal	\$ 7,000.00
				Tax Rate	N/A
				Sales Tax	N/A
				TOTAL	\$ 7,000.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Approving the purchase of eight 32-Inch Monitors for Accounting Division in Auditor's Office from CDW Government LLC.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Procurement Department
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Auditor has requested to purchase 8 new 32-inch monitors for Accounting Division in Auditor's Office. Resolution 2019-753 requires that all non-budgeted devices purchased over \$500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

After reviewing three vendor quotes, Information Technology recommends monitors be purchased from CDW Government LLC.

Fiscal Impact

Amount: \$2,311.12 excluding WSST.

Fund: Current Expense funds (0000101.102.00000.514.280.3508)

Recommendation

Information Technology recommends that the Board approve the purchase of eight ViewSonic 32-inch monitors in an amount not to exceed \$2,311.12 excluding WSST from CDW Government LLC. All equipment purchased will be added to Central Services Replacement Fund (0132101).

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF EIGHT VIEWSONIC 32-INCH MONITORS FOR THE ACCOUNTING DIVISION IN AUDITOR'S OFFICE FROM CDW GOVERNMENT LLC.

WHEREAS, Auditor has made a request to purchase 8 new monitors for the Accounting Division; and

WHEREAS, after three vendor quotes, Information Technology recommends that the 8 monitors be purchased by CDW Government LLC; and

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

WHEREAS, per Resolution 2019-753, the Computer Replacement Policy requires all new computer equipment over \$500 receive approval by the Board of Benton County Commissioners before purchasing;
NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of eight 32-inch monitors for Accounting Division in an amount not to exceed \$2,311.12 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 Current Expense funds (0000101.102.00000.514.280.3508); and

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

Dated this 3 day of August, 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

QUOTE CONFIRMATION



DEAR ALEX GARCIA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MGHL473	7/15/2021	MGHL473	12775051	\$2,509.88

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ViewSonic VX3276-mhd - LED monitor - Full HD (1080p) - 32" Mfg. Part#: VX3276-MHD Contract: National IPA Technology Solutions (2018011-01)	8	6127324	\$288.89	\$2,311.12

PURCHASER BILLING INFO	SUBTOTAL	\$2,311.12
Billing Address: BENTON COUNTY INFORMATION TECH ACCOUNTS PAYABLE PO BOX 608 PROSSER, WA 99350-0608 Phone: (509) 786-5603 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$198.76
	GRAND TOTAL	\$2,509.88
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: BENTON COUNTY INFORMATION TECH JUSTICE CENTER 7122 W OKANOGAN PL BLDG A KENNEWICK, WA 99336-2359 Shipping Method: UPS Ground		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Von Alanguilan

(877) 679-0888

vonalan@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Approving a Rapid Security Assessment Pentest Statement of Work from CDW Government LLC
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

Information Technology (IT) is dedicated to protecting County services, networks, and programs from internal and external cyber threats. This assessment is geared toward assessing the health and stability of the County's network both internally and externally with the mindset of improving the County's network security posture. This assessment will be a frequent practice and has been included in Information Technology's 2021-2022 biennial budget. Network security assessments are a requirement for several key services used by the County. After careful review of several vendor security services, IT has picked CDW Government LLC (CDW-G) Rapid Security Assessment (RSA) service proposal to conduct County network security testing. CDW-G is a Washington State Department of Enterprise Services approved Master Contract Number 08215, Vendor Number w5847.

Fiscal Impact

Amount: \$18,600 excluding WSST.

Fund: Information Technology approved 2021-2022 budgeted funds.

Recommendation

Information Technology recommends that the Board approves a Rapid Security Assessment Pentest Statement of Work from CDW-G LLC.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING A RAPID SECURITY ASSESSMENT PENTEST STATEMENT OF WORK FROM CDW GOVERNMENT LLC

WHEREAS, Benton County Information Technology is committed to protecting services, networks, and programs from digital attacks aimed at disrupting Benton County public services; and

WHEREAS, improving the health and stability of the County's network is in the best interest of the public and is a requirement for several key services used by the County; and

WHEREAS, network security assessments will be a frequent practice and has been approved in Information Technology's 2021-2022 Central Services (0502101) biennial budget; and

WHEREAS, after careful review of several vendors, Information Technology recommends the Rapid Security Assessment Pentest Statement of Work service proposal from CDW Government LLC; and

WHEREAS, CDW Government LLC is an approved vendor on Washington State Department of Enterprise Services Master Contract Number 08215, Vendor Number w5847; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-290, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

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

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, are hereby concurs with Information Technology and authorizes the Chairman of the Board to sign the attached Statement of Work Rapid Security Assessment Pentest Statement of Work from CDW Government LLC; and

BE IT FURTHER RESOLVED, upon signature, the Board approves the payment in the amount not to exceed \$18,600 excluding WSST.

Dated this 3 day of August, 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board



STATEMENT OF WORK

Project Name:	RSA Pentest	Seller Representative: Sean McLellan +1 (206) 218-3956 seanmcl@cdw.com
Customer Name:	BENTON COUNTY INFORMATION TECH	
CDW Affiliate:	CDW Government LLC	
Date:	July 23, 2021	Solution Architect: Victor Marchetto
Drafted By	Michelle Caron	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and BENTON COUNTY INFORMATION TECH (“**Customer**,” and “**Client**,”).

This SOW shall be governed by that certain ITPS Master Contract 08215 between CDW Government LLC and Washington State Department of Enterprise Services dated the 1st day of June, 2017, as amended (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

The Rapid Security Assessment (RSA) is a security assessment designed to balance the need for thorough and reliable security testing with the demands of short timelines and limited budgets. During this assessment, we use commercially available vulnerability scanners, proprietary tools developed by our security engineers, and tools created by the open source community to identify and document existing weaknesses, and provide our advice for the remediation of vulnerabilities identified during the course of the engagement. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The RSA report is a hybrid of the engineers’ observations of the current state of your network security and their interpretations of the data gathered by the scanners.

The RSA consists of up to four parts, as described below.

SCOPE OPTIONS

PART A: INTERNET SECURITY TESTING

The engineers will scan Internet-visible hosts, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The Internet Test portion of the RSA offering is limited to 30 targets.

PART B: INTERNAL SECURITY TESTING

The Internal Assessment contains multiple tasks.

- **Internal Vulnerability Scan** - The engineers will scan your internal network, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. The Internal Test portion of the RSA offering is limited to 500 targets.
- **Penetration Testing** – Penetration testing of key organizational IT assets will be performed, in an attempt to gain access to these key assets and provide documentation on the path to access.
- **Domain Security and Password Audit** – An audit of passwords and password-related policies used within the organization will be performed, with guidance provided on potential improvements. This item is limited to a single Active Directory domain.
- **Authenticated Scan** – Up to 50 workstations will be tested via an authenticated scan. The results of this scan, once validated, should provide a good snapshot of workstation security.

PART C: WIRELESS SECURITY TESTING

The engineers will scan the 802.11-based signal cloud around your network testing for ways that outsiders could eavesdrop on your wireless communications, break authentication or cryptographic protocols, or impersonate elements of your wireless infrastructure. The Wireless Test portion of the offering is limited to one physical site (the same site at which Part B will take place).

Project Kickoff – Key Activities

1. IP Addresses to be scanned will be shared from Customer to Seller. Any addresses to exclude will be discussed. Any time-of-day exclusions to scanning will be discussed.
2. For Part B, a pre-arranged time and date for an end to the penetration testing task will be discussed. If the engineers are unsuccessful in uncovering valid administrative credentials by this time, the customer will provide valid credentials at this prearranged time to allow the domain security and password audit and authenticated scan to be completed.

CUSTOMER RESPONSIBILITIES

1. For part A and B, customer will provide Customer IP addresses to be scanned. By providing these addresses, customer acknowledges permission for scanning and penetration testing to take place.
2. For part B, if the penetration test is unsuccessful in uncovering valid administrative credentials, the customer will provide valid credentials at a prearranged time to allow the domain security and password audit and authenticated scan to be completed.
3. Obtain any necessary permission for testing of systems hosted or managed by third parties.
4. Provide a point of contact for questions and updates about project status.
5. Respond to requests for information in a timely manner.
6. For part B and C, provide access to physical facilities, as needed.
7. For part B and C, provide appropriate workspace, including power and network access.
8. Agree to Seller's Supplemental Security terms and conditions that can be found on the attached Exhibit B (see sample attached)

PROJECT ASSUMPTIONS

1. A target is defined to be a system to be scanned. Often, there is a one-to-one mapping between an IP address and a target. However, there are situations, such as name-based virtual web hosting, where there are multiple targets that map to one IP address.
2. For part A, the number of Internet-facing targets to be scanned is capped at 30.

3. For part B, the number of internal targets to be scanned is capped at 500.
4. For part B, the domain security and password audit task is limited to a single Active Directory domain.
5. For part B, the number of workstations to be scanned during the authenticated scan is capped at 50.
6. For part B, the domain security and password audit as well as the authenticated scan require a level of privilege in the environment. It is the intent to acquire this privilege during the penetration test. However, if the necessary level of privilege is not gained, it is assumed that the customer will provide credentials at a pre-arranged time to allow these parts of the engagement to proceed. If the credentials are not provided in a timely fashion, the domain security and password audit and authenticated scan will be removed from the project's scope.
7. While rare, network scanning can potentially have an adverse effect on a host. It is understood that Seller bears no liability for any loss of service to a host during this engagement due to network scanning.
8. Assessment activities may include attacks against end-user clients, such as email-based attacks (where these attacks focus on technical issues rather than user behavior). Note that this does not include credential phishing unless phishing is specifically included in the project scope.
9. It is assumed that customer's IT staff will be aware of CDW's assessment activities and will not actively interfere with or attempt to actively defend against CDW's attacks and assessment activities. Active interference by customer staff in CDW's assessment activities may result in limited results from the assessment or a reduction in scope. In this event, a change order may be needed to increase the project cost and/or timeline in order to complete the full original scope of the assessment.
10. Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).
11. Work to be performed remotely.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- Systems outside of the United States. No work under this SOW will be performed on any systems outside of the United States.
- Post-remediation scans or retesting of findings are out of scope for this project and may incur additional cost.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project:

Rapid Security Assessment Report – The report outlines the efforts undertaken by the engineers and provides customized security findings and recommendations for improvement.

The report includes:

- An executive summary showing the effectiveness of your security controls,
- Summarized high-level recommendations and a rating of the overall risk of the environment.,
- An outline of the efforts made by the engineers, highlighting attacks that were successful or otherwise pose higher risks
- Summaries of more widespread issues , with detailed itemized lists of weaknesses presented when appropriate, and
- A section listing recommendations, ordered by priority and by the estimated cost to fix them, with high-priority, low-cost items at the top of the list.

Seller prides itself on the quality and usefulness of this report. Although automated scanners are used during the assessment, the report is not simply a reproduction of output from automated tools.

Due to the sensitive nature of this report, we will convey to you a password-encrypted file. Only members of our assessment team have access to the report.

Once we have delivered the report, we will solicit your feedback. If necessary, we will revise the report. Once the report is finalized, we will conduct a project wrap-up call to walk through the project one final time and ensure that any remaining questions are addressed.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$18,600.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Upon Completion of Work	100%	\$18,600.00
Totals	100%	\$18,600.00

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

BENTON COUNTY INFORMATION TECH

By: Chris Schroeder
Chris Schroeder (Jul 23, 2021 10:50:26T)

By: _____

Name: Services Contracts Manager

Name: _____

Title: Services Contract Manager

Title: _____

Date: Jul 23, 2021

Date: _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

PO BOX 608, ACCOUNTS PAYABLE

Vernon Hills, IL 60061

PROSSER, WA 99350-0608

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Headquarters	620 Market Street, Prosser, TX 99350

EXHIBIT B

SECURITY SERVICES SUPPLEMENTAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE SUPPLEMENTAL TERMS AND CONDITIONS.

1. Customer acknowledges and agrees that it understands and accepts the risks associated with the Services and hereby expressly authorizes Seller to perform the Services.
2. Customer represents, warrants and covenants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in the SOW; (b) the execution and performance of the SOW does not and will not violate or constitute a default under its constituting documents or any applicable law, any order of any court or government agency, or any agreement to which it is a party; (c) the execution and performance of the SOW has all been duly and validly authorized by all necessary corporate action, and the SOW and/or Agreement constitute a valid and binding obligation of Customer; (d) it holds all permits, licenses, approvals and statutory authorities that are necessary for the performance of its obligations under the SOW, including, but not limited to, any approvals or consents, or providing any notices, required under applicable laws in respect of the processing of any personal data, and it has obtained in writing all consents, approvals and licenses necessary (including, but not limited to, from any third party) to allow: (i) Seller, its affiliates, subcontractors and its or their personnel to provide the Services; (ii) Customer to receive the Services; and (iii) for the Seller, its affiliates, subcontractors and its or their personnel to be able to access and test the Customer's communications network, systems, applications and equipment, including, without limitation, any third party provided, supplied, licensed, hosted or managed network, systems, applications, equipment and/or elements of the same ("Customer's Network"), in the manner detailed in the SOW; (e) Seller's performance of the Services as anticipated under the SOW will not cause Seller, its affiliates, subcontractors and its or their personnel to commit any offence under any relevant computer misuse, cyber-security, anti-hacking, wire-tapping, interception of communications or systems, or similar or related legislation, regulation or binding industry code, guidance or requirements in any country (including where the services are provided, performed, received or relevant IT equipment, assets and/or systems are located) ("**Computer Misuse Legislation**") and Customer has provided its consent in relation to the Services and has obtained all required consents in respect of the same; and (f) it will use the Services for lawful purposes only. Seller shall not be liable for claims resulting from a breach of any of the foregoing.
3. Customer acknowledges and agrees that:
 - a. the Services include investigating and exploiting the Customer's Network and security vulnerabilities by attempting to gain access to Customer's Network and confidential security-related information through testing activities that are not authorized by Customer's Network security policies and that if done without Customer's and/or the applicable third party's authorization and consent could violate applicable laws;
 - b. the Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution or a comprehensive evaluation of Customer's security and, without limiting the foregoing (a) it is impossible to, and the Services will not, detect, disclose or resolve every security vulnerability or hazard, (b) unauthorized access by third parties may occur and (c) impenetrable security cannot be attained; and
 - c. Seller may perform any or all of the Services either directly or by using subcontractors or any other authorized personnel, in its sole discretion.
4. Customer is, and will continue to be, solely responsible for:

-
- a. exercising reasonable care under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard;
 - b. establishing and maintaining appropriate internal controls and complying with all applicable laws and regulations;
 - c. implementing any advice or recommendations provided by Seller as part of the Services.
 5. Customer represents and warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Seller access to and to authorize Seller to bypass or attempt to bypass any security features or technological protection measures associated with, any programs, systems, hardware, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller for the purpose of enabling Seller to perform the Services. Customer hereby assumes the sole responsibility for the accuracy of such programs, systems, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller.
 6. Customer shall cooperate with Seller in the performance of the Services. Without limiting the previous sentence, Customer shall: (a) provide Seller, its affiliates, subcontractors and its or their personnel with timely access to the Customer's Network, the Customer's data and information reasonably requested by Seller with respect to the Services; (b) promptly render all decisions and approvals so as not to delay or impede Seller's performance of the Services; and (c) promptly notify Seller of any issues, concerns or disputes regarding the Services. Customer acknowledges and agrees that Seller's performance depends on Customer's timely and effective satisfaction of Customer's responsibilities under the SOW and/or Agreement and Customer's timely decisions and approvals in connection with the Services.
 7. Customer shall permit, and hereby authorizes, Seller to connect diagnostic software and equipment to Customer's Network for the purposes of performing the Services, which may require accessing Customer's Network and confidential security-related information. Seller has no liability or obligation for: (a) the installation, operation or maintenance of the Customer's Network; or (b) the availability, capacity or condition of the Customer's Network or (c) any adverse impact of the Services on the Customer's Network.
 8. Customer and Seller acknowledge and agree that, in connection with Seller's performance of the Services,

Seller is not required to access, process or transfer data that identifies or can be used to identify a natural person ("**Personal Information**").
 - a. Seller is acting as a service provider, and is neither a controller nor owner of Personal Information;
 - b. to the extent data accessed or processed by Seller constitutes Personal Information, that Personal Information will be accessed or processed based on Customer's direction, and Seller has no rights to use that Personal Information other than in connection with providing the Services to Customer;
 - c. Customer is solely responsible for obtaining any approvals or consents, or providing any notices, required under applicable laws regarding Seller's performance of the Services, including, but not limited to, the processing of any Personal Information.
 9. Customer shall identify Customer's mission-critical systems for Seller, and Seller will discuss appropriate testing for these systems. Seller shall have no liability or responsibility with respect to such systems when testing is authorized.
 10. Notwithstanding anything to the contrary in the SOW and/or Agreement, Customer shall be solely responsible for daily back-up and other protection of data (including, but not limited to, any data of Customer, Customer's customers, Customer's contractors and any other third party) and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing or restoring such data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of the Services. Customer shall perform a full back-up prior to Seller commencing the Services and shall also perform the same periodically

throughout the delivery of the Services. Customer shall be solely responsible for ensuring proper and adequate backup and storage procedures.

11. Notwithstanding anything to the contrary in the SOW and/or Agreement, Seller warrants that it will perform the Services in a professional manner that is consistent with industry practice. Customer acknowledges and agrees that Customer's exclusive remedy for any breach of this warranty will be for Seller, upon receipt of written notice by Customer, to use reasonable efforts to cure that breach. Except as expressly set out in the Agreement, Seller makes no, and expressly disclaims all, representations, warranties or conditions, whether express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment or from a course of dealing, course of performance or usage in trade in connection with the Services. Seller does not warrant, and specifically disclaims, that the Services will be accurate, without interruption or error-free.
12. NONE OF SELLER, ITS AFFILIATES, THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR, AND CUSTOMER WILL BE RESPONSIBLE FOR, ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES) RESULTING FROM, ATTRIBUTABLE TO OR ARISING OUT OF CUSTOMER'S USE OR RECEIPT, OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE). THE FOREGOING SHALL APPLY IN ADDITION TO AND NOTWITHSTANDING ANY OTHER DISCLAIMER OR

LIMITATION OF LIABILITY OTHERWISE CONTAINED IN THE SOW AND/OR AGREEMENT.

13. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY:

- a. LOSS OF GOODWILL, PROFITS, USE OF MONEY, BUSINESS OR REVENUE (WHETHER DIRECT OR INDIRECT);
- b. LOSS OF USE OF, INTERRUPTION IN USE OR AVAILABILITY OF, HARDWARE OR SOFTWARE;
- c. LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, OR INTERRUPTION IN USE OR AVAILABILITY OF, DATA (WHETHER DIRECT OR INDIRECT) ;
- d. STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; AND/OR
- e. INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT, STRICT LIABILITY IN DELICT OR OTHERWISE, ARISING FROM OR RELATED TO THE SOW AND/OR AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THE SOW AND/OR AGREEMENT, THE SERVICES OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

14. THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SELLER UNDER OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO SELLER FOR THE SERVICES GIVING RISE TO THE CLAIM.

15. The following indemnification obligations of the Customer are cumulative and shall apply in addition to any other indemnification obligations of the Customer set out in the SOW and/or Agreement:

- a. Customer agrees to defend, indemnify and hold Seller and its affiliates and their respective directors, officers, members, employees, contractors, representatives, successors and assigns (collectively the "**Indemnified Parties**") harmless from and against any loss, damage, liabilities, cost, expense (including, but not limited to, legal fees and costs), claims, demands, fines, penalties or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, legal fees and expenses,

costs related to mitigation and equitable relief), claimed against or incurred by any of the Indemnified Parties as a result of, arising out of or otherwise related to:

- i. a breach by Customer of any of Customer's obligations, responsibilities, covenants or warranties in the SOW and/or Agreement;
- ii. any of Customer's representations in the SOW and/or Agreement being untrue;
- iii. any prosecution under or breach arising out of the Computer Misuse Legislation related to performance of the Services; and/or

Customer agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any loss, cost, expense (including, but not limited to, legal fees and costs), claims, demands, liabilities, fines, penalties, damages, or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, but not limited to, legal fees and expenses, costs related to mitigation and equitable relief), claimed against or incurred by Indemnified Party based on, resulting from, arising out of or otherwise related to Customer's use or receipt of the Services.

- b. Seller has the right to immediately terminate the Services upon written notice to Customer, without liability to Customer for such termination, if Seller determines that the performance of any part of the Services would be in conflict with law.

Robert Heard

From: Eric Andrews
Sent: Wednesday, July 21, 2021 8:15 AM
To: Robert Heard
Cc: Alex Garcia
Subject: RE: Updated Benton County RSA SOW 7.15.21.pdf

I approve as to form.
R/

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Tuesday, July 20, 2021 4:20 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: Updated Benton County RSA SOW 7.15.21.pdf

Eric,
We had CDW remove one of the services from the SOW. I have also added a signature block for you to sign. Let me know if you have any issues with the language.

Thanks,

Robert

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	60-month Lease Agreement for Three IM C530FB color copiers from Ricoh USA, Inc. for the Benton County Corrections Department, Rescinding Resolution 2021-290
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

On April 6, 2021, the Board signed Resolution 2021-290 authorizing a lease agreement between the County and Ricoh USA, Inc for three IMC550F copiers. Due to a lack of inventory, Ricoh has terminated the lease agreement for three IMC550F copiers. Instead of the black and white (b/w) IMC550F copiers, Ricoh can provide color copiers with the same form factor with reduced b/w per copy costs. With that news, Corrections has asked IT to negotiate a new lease agreement for three (3) Ricoh color copiers. Again, the goal of IT is to reduce the amount of jail supported printers in favor of Ricoh Copiers as copiers require less maintenance and total cost of ownership. By reducing the number of printers in the jail and as paper documents become more electronic, Ricoh's additional copier, and scanning features will help improve Corrections Department efficiencies. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: \$19,588.80 over five years excluding WSST.

Fund: Department of Corrections approved 2021-2022 budgeted funds.

Recommendation

Information Technology recommends that the Board approves a 60-month lease agreement for three (3) Ricoh IM C530FB from Ricoh USA, Inc. for the Benton County Corrections Department, rescinding Resolution 2021-290.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR THREE IM C530FB COLOR MFP COPIERS FROM RICOH USA, INC. FOR THE BENTON COUNTY CORRECTIONS DEPARTMENT, RESCINDING RESOLUTION 2021-290

WHEREAS, on April 6, 2021, the Board signed Resolution 2021-290 authorizing a lease agreement between Benton County and Ricoh USA, Inc for three Ricoh IMC550F copiers; and

WHEREAS, due to a lack of inventory, Ricoh USA, Inc. cannot deliver these copiers and has terminated Lease Agreement, Resolution Number 2021-290 for three IMC550F copiers; and

WHEREAS, Corrections has asked Information Technology to negotiate a new Ricoh USA, Inc. lease agreement for three (3) Ricoh IM C530FB Color MFP copiers; and

WHEREAS, the Corrections Department has been working with Information Technology to reduce the number of printers currently in production in favor of Ricoh copiers that are more efficient with the potential to decrease future operating and maintenance costs; and

WHEREAS, Ricoh, USA, Inc. is an authorized vendor under Washington State Master Agreement #06619, NASPO ValuePoint Copiers & Managed Printer Services Contract #14602; and

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the following copiers: three (3) IM C530FB Color MFP copiers; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-290, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services (“DES”); and

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

WHEREAS, the Prosecuting Attorney’s Civil Division has reviewed the agreement and has approved to Form, see Attachment A; **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, are hereby authorized to sign the attached Lease Agreement between Benton County and Ricoh USA, Inc. utilizing Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #14602; and

BE IT FURTHER RESOLVED, said lease shall commence upon signature for 60 months at an amount not to exceed \$326.48 per month, plus \$0.0095 per black/white page and \$0.035 per color page excluding WSST for three (3) Ricoh IM C530FB Color MFP copiers for the Benton County Corrections Department; and

BE IT FURTHER RESOLVED, Resolution 2021-290 is hereby rescinded.

Dated this 3 day of August , 2021

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

LEASE AGREEMENT Benton County, Washington Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350			Resolution No. _____ Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.	
Vendor: Ricoh USA, Inc. Vendor Code: w19074 Vendor Contact: Abraham Gerving Vendor Contact Phone: 971.708.8507 Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341 Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.			AGREEMENT: In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement	
Ship To: Benton County Corrections 7122 W Okanogan Pl, Bldg B Kennewick, WA 99336 Bill To: Benton County Information Technology PO Box 608 Prosser, WA 99350				
			Estimated	8/31/2021
			Delivery Date:	
Line/Model	Description	Term	Unit Price	Total Lease Amount
1	Three (3) Ricoh IM C530FB Models	60 Months	326.48	19,588.80
2	One Ricoh Streamline NX License & Maintenance	60 Months		-
3	Three (3) Ricoh IM C530FB Paper Feed Unit PB1160 (500 pages)	60 Months		-
4	Three (3) Ricoh IM C530FB Surge Protectors	60 Months		-
5	Three (3) Ricoh IM C530FB Network Installations	60 Months		-
6	Standard Equipment & Hard Drive Removal Included			-
				-
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		monthly subttl	326.48	-
The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be \$326.48 excluding WSST plus B&W charges of \$0.0095 per page and color charges of \$.035 per/page monthly at the rates provided herein payable by the County thirty (30) days upon receipt.			HANDLING =	-
			SUB TOTAL =	19,588.80
			SALES TAX =	1,684.64
			TOTAL ORDER =	21,273.44
This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602 In case of conflict, the order of precedence is: 1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602 2. This Lease Agreement Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.			QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT: Dept Contract: Robert Heard Benton County Information Technology Title: Information Technology Manager Address: 620 Market Street, Prosser, WA 99350	
			Phone: 509.786.5603 Fax: 509.786.5601	

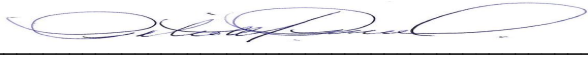
Approved as to Form (Civil Deputy Prosecutor): See Attachment A

(Lease Agreement - Ricoh USA Page 2)

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing his Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies constitute the original agreement(s) for all purposes.

Vendor Name (Print): Patrick Purcell Vice President Sales, Title: Pacific Northwest Date: 7/22/2021

Vendor Signature: 

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Attachment A

Robert Heard

From: Eric Andrews
Sent: Tuesday, July 27, 2021 8:03 AM
To: Robert Heard
Cc: Alex Garcia
Subject: RE: CU 3 Color Ricoh_2021 Signed 7.22.2021.pdf

This is approved as to form.

Eric T. Andrews

Deputy Pros. Attorney, Civil
Benton Co. Pros. Attorney's Office
Phone: (509) 735-3591
Fax: (509) 222-3705

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

From: Robert Heard <Robert.Heard@co.benton.wa.us>
Sent: Monday, July 26, 2021 5:20 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Cc: Alex Garcia <Alex.Garcia@co.benton.wa.us>
Subject: CU 3 Color Ricoh_2021 Signed 7.22.2021.pdf

Eric,
Again, I thought you would be in today/tomorrow. Can you review sometime tomorrow.

Thanks,
Robert



**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

COPIERS & MANAGED PRINT SERVICES

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

MASTER AGREEMENT

Master Agreement No: 140602

Ricoh USA Inc.

(hereinafter "Contractor")

and

State of Washington

(hereinafter "Participating State")

WASHINGTON MASTER CONTRACT No.: 06619

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Ricoh USA Inc., an Ohio corporation ("Contractor") and is dated and effective as of March 2, 2020.

RECITALS

- A. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements to develop master agreements to procure goods and/or services and to make such competitively solicited and awarded contracts available to Washington state agencies and designated eligible purchasers consistent with terms and conditions set forth by Enterprise Services.
- B. Enterprise Services timely provided public notice of the competitive solicitation process conducted by the above-referenced lead state through Washington's Electronic Business Solutions (WEBS) system.
- C. The above-referenced Lead State, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
- D. Enterprise Services has determined that participating in this Master Agreement is in the best interest of the State of Washington.
- E. The purpose of this Participating Addendum is to enable eligible purchasers, as defined herein, to utilize the Master Agreement as conditioned by this Participating Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

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

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
 - Group B – MFD, A4
 - Group C – Production Equipment
 - Group D – Single-function Printers
 - Group E – Large/Wide Format Equipment
 - Group F – Scanners
 - Managed Print Services (MPS)
 - Supplies
 - Software
 - Accessories for Discontinued Base Units
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):
 - (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) MCUA PARTIES. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;

- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
 - (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

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

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all contract sales (the purchase price is

the total invoice price less applicable sales tax) authorized by this Participating Addendum.

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

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract Number: 06619
 - The NASPO Master Agreement Number: 140602
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. CONTRACTOR REPRESENTATIONS AND WARRANTIES: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not

determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participating Addendum.

- (c) EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- (d) OCIO POLICY & SECURITY COMPLIANCE: Contractor represents and warrants that it shall comply, to the extent applicable, with the Washington Office of the Chief Information Officer (OCIO) statewide information technology policies *141.10 – Securing Information Technology Assets Standards* and *188 - Accessibility*, as applicable, for Purchasing Entity and for Contractor's Product(s) procured by Purchasing Entity. Such policies are located on the OCIO website at <https://ocio.wa.gov/policies>. Prior to final execution of a Washington State Agency's Order with a Contractor, the Contractor's Product(s), as implemented by the Washington State Agency, may be subject to a security design review performed by Washington Consolidated Technology Services to ensure compliance with *OCIO Policy 141.10 - Securing Information Technology Assets Standards*.
- (e) GREEN/SUSTAINABLE. Contractor represents and warrants that Contractor shall endeavor to supply and delivery goods in alignment with the State of Washington's green/sustainability strategy which, at a minimum is designed to minimize the use of unnecessary product packaging, reduce the use of toxic chemicals, and offer Purchasers, where practicable, 'green products' that provide equivalent performance.

- 3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:

- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participating Addendum, Contractor is authorized to provide only those Products set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any other materials, supplies, services and/or equipment.
- (a) **INVOICES.** Contractor must provide a properly completed invoice to Purchasing Entity. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the:
- Washington Master Contract Number 06619;
 - Lead State Master Agreement Number 140602;
 - Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
 - Applicable Purchasing Entity's order number;

Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **LEASES:** Any Purchaser that desires to lease equipment pursuant to the Master Agreement, must have the authority to do so. This Participating Addendum does not provide independent authorization for Purchaser to lease equipment. In addition, Purchaser, that are state agencies must follow the Office of Financial Management (OFM) Statewide Administrative and Accounting Manual (SAAM), [policy 30.20.70](#) and [90.40.45](#) regarding any leases of equipment.

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

Contractor

Ricoh USA, Inc.,
300 Eagleview Boulevard, Suite 200
Exton, PA 19341

Attn: Todd Marron
Tel: (541) 508-7233
Email: todd.marron@ricoh-usa.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Breann Aggers
Tel: (360) 407-9416
Email: breann.aggers@des.wa.gov

6. **CONTRACTOR'S AUTHORIZED LOCAL DEALER NETWORK:** Contractor shall provide the products/services through its Authorized Local Dealer Network. For purposes of this Master Agreement and Participating Addendum, Contractor's Authorized Local Dealer Network for the State of Washington are those firms listed on the dedicated Contractor set forth in this agreement for this Master Agreement. Contractor shall ensure that each of its Authorized Local Dealer Network perform in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

- (a) **SUBCONTRACTORS:** Except for subcontracts with Contractor's Local Dealer Network ("Local Dealer Network" or "Designated Subcontractors"), Contractor shall not subcontract, assign,

or otherwise transfer its obligations under the Master Agreement and this Participating Addendum without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participating Addendum.

- **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional Participating State consent, to utilize its Local Dealer Network to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum. Contractor shall maintain a list of such Local Dealer Network utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.
- **CONTRACTOR RESPONSIBILITY FOR LOCAL DEALER NETWORK.** Contractor shall be responsible to ensure that all requirements of the Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington state business registration, etc.) flow down to any and all Local Dealer Network. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to the Participating State or any Purchaser for any breach of the Master Agreement or this Participating Addendum. As to Participating State and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Local Dealer Network.
- **PURCHASER PAYMENT REGARDING CONTRACTOR'S LOCAL DEALER NETWORK.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Master Agreement and this Participating Addendum, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Local Dealer Network for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Local Dealer Network. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Local Dealer Network, Contractor shall remain responsible for performance.
- **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Local Dealer Network and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Master Agreement's records retention requirements.

7. **SHOWROOM EQUIPMENT:** Upon request by a Purchasers, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. black-and-white and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. black-and-white and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

8. **SOFTWARE:** Purchasers that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasers shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
9. **AUTHORIZED LOCAL DEALER NETWORK:** Contractor's Authorized Local Dealer Network to do business in Washington is provided in Participating Addendum Exhibit A - Authorized Local Dealer Network.
10. **MANAGED PRINT SERVICES ("MPS"):** Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.
11. **MPS STATEMENT OF WORK TEMPLATE:** All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum Exhibit C in Master Agreement (MPS Statement of Work), and it must be approved by both parties prior to the initiation of any engagement.
12. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.
13. **GENERAL:**
- (a) **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
 - (b) **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - (c) **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

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

EXECUTED as of the date and year first above written.

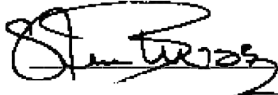
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Corinna Cooper

Its: Enterprise Procurement Manager

RICOH USA INC.,
AN OHIO CORPORATION

By: 

Steve Bissey

Its: Director of State & Local Government

Exhibit A
Authorized Local Dealer Network
For
Ricoh U.S.A. Inc.

The Washington State Department of Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Accordingly, please identify each authorized dealer (the person or firm you contractually authorize to fulfill contractual duties as set forth in the Master Agreement) and, for each authorized dealer, please identify whether the authorized dealer is a small business, microbusiness, Minibusiness, Washington State Office of Minority and Women's Business Enterprise (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veteran's Affairs (DVA) certified veteran-owned business.

Authorized Dealer: Ricoh USA, Inc. (Direct)	
Certifications Status:	None
Address:	14450 NE 29 th Place, Suite 220 Bellevue, WA 98007
Contact:	Jim Tripp
Phone:	360-951-1708
Email:	james.tripp@ricoh-usa.com

Authorized Dealer: Pacific Office Automation	
Certifications Status:	None
Address:	14747 NW Greenbriar Parkway, Beaverton, OR 97006
Contact:	Doug Pitassi
Phone:	503-641-2000
Email:	Doug.pitassi@pacificoffice.com

Authorized Dealer: Bellingham Business Machines	
Certifications Status:	None
Address:	205 N. Commercial Street Bellingham, WA 98225
Contact:	Doug Jones
Phone:	360-734-3630
Email:	doug@bellinghambusinessmachines.com

Authorized Dealer: H & H Business Systems, Inc.	
Certifications Status:	Small Business

Address:	733 5 th Ste I Clarkston, WA 99403
Contact:	Yousif Kaddoura
Phone:	508-828-8988
Email:	yousifk@handhsystems.com

Authorized Dealer: Woodburn Company	
Certifications Status:	Minority Business Enterprise
Address:	2815 Rockefeller Ave, Everett, WA 98201
Contact:	Frank Fukui
Phone:	425-258-4402
Email:	Frank.fukui@woodburnco.com

Authorized Dealer: Kelley Imaging Systems, Inc.	
Certifications Status:	Small Business
Address:	8300 28th Court NE Suite 100, Lacey, WA 98032
Contact:	Tom Walter
Phone:	360-491-1854
Email:	Tom.walter@kelleyimaging.com

Authorized Dealer: Copiers Etcetera, Inc.	
Certifications Status:	None
Address:	15712 Millcreek Blvd. B11, Millcreek, WA 98012
Contact:	Traci Kesinger
Phone:	425-486-2679
Email:	Traci@copiersetcetera.com

Authorized Dealer: H & H Business Systems, Inc.	
Certifications Status:	Woman Owned Business (WBE)
Address:	15320 E Marietta Ste 9 Spokane, WA 99216
Contact:	Yousif Kaddoura
Phone:	509-828-8988
Email:	yousifk@handhsystems.com

Authorized Dealer: H & H Business Systems, Inc.	
Certifications Status:	Woman Owned Business (WBE)
Address:	PO Box 846, Veradale, WA 99037
Contact:	Yousif Kaddoura
Phone:	509-828-8988
Email:	yousifk@handhsystems.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/13/21 BC 07/27/21		
Subject:	Personal Services Contract with Comprehensive Healthcare CDDA		
Presenter:	N/A		
Prepared By:	Rosa Garcia		
Reviewed By:	Darryl Banks		
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A (If no, include reasoning for no approval)		
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)		
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Pass Motion ☐ Decision / Direction ☒ Pass Resolution ☐ Sign Letter / Document ☐ Pass Ordinance ☐ Execute Contract		

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center has contracted with Comprehensive Healthcare since 2015 to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached Personal Services Contract with Comprehensive Healthcare has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

The current contract expired on June 30, 2021. The Benton-Franklin Counties Juvenile Justice Center wishes to continue contracting with Comprehensive Healthcare. The attached Personal Services Contract commences July 1, 2021 and expires on June 30, 2023.

Fiscal Impact

The fiscal amount is not to exceed \$30,000.00. These services are paid from state funds. There is no fiscal impact to the county budgets.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Comprehensive Healthcare and the Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

**BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON;**

**IN THE MATTER OF AWARDING COMPREHENSIVE HEALTHCARE A PERSONAL
SERVICES CONTRACT FOR OUTPATIENT TREATMENT SERVICES**

WHEREAS, per resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, the Juvenile Administrator recommends entering into a new Personal Services Contract;
NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation and hereby awards the Personal Service Contract to Comprehensive Healthcare in an amount not to exceed \$30,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Service Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2021 and expires on June 30, 2023.

DATED this ____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-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 of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Comprehensive Healthcare**, with its principal office at 402 South 4th Avenue, Yakima, WA 98902 (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 - Specific Terms and Conditions;
- b. Exhibit B - Scope of Services;
- c. Exhibit C - CDDA Services Reimbursement Rates;
- d. Exhibit D - CDDA/Drug Court Referral Response Form;
- e. Exhibit E - CDDA Evaluation Report and Treatment Plan; and
- f. Exhibit F - Treatment Progress Report.

2. DURATION OF CONTRACT

The term of this Contract shall begin **July 1, 2021** and shall expire on **June 30, 2023**, unless terminated sooner. 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 perform the following services: A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are 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: Jodi Daly
CEO
402 South 4th Avenue
Yakima, WA 98902-3546
Phone: (509) 575-4024
Email: jodi.daly@comphc.org
- b. For COUNTIES: Darryl Banks
Administrator
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
Fax: (509) 222-2311
Email: darryl.banks@co.benton.wa.us

5. COMPENSATION

- a. For the services performed under this Contract, a detailed description of the procedures for reimbursement, limitations on reimbursement, and compensation to be paid by the Counties is set forth in Exhibit A, "Specific Terms and Conditions," Exhibit B, "Scope of Services," and Exhibit C, "CDDA Services

Reimbursement Rates", which are 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 Thirty Thousand Dollars (\$30,000.00).
- 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 C, 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 of the invoice.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the 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' authorized representatives. 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 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 COUNTIES. 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 COUNTIES or its officers, officials, employees or agents.
- 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 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

- 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. The 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. 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 COUNTIES for recovery of damages to the extent they are covered by workers compensation and employer's 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 any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the 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 liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES 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 COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance.

Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have 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 and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Worker'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 cancelled without thirty (30) days prior written 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.
2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 4(b).
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 and Franklin Counties Risk Manager to the following address: Benton-Franklin Counties Juvenile Justice Center 5606 West Canal Place, Suite 106 Kennewick WA 99336.

9. **TERMINATION**

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determine, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. 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 such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the 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 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. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

10. **ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm,

other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving parties' authorized representatives, 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. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. In accordance with Chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor and/or Counties shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.
2. In addition, the Contractor and/or Counties may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.
2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal Place, Suite 106, Kennewick WA 99336-1388.

15. 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.

16. 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.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agree that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

18. 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.

19. 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. All actions will be held in abeyance until dispute is resolved.

20. 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' authorized representatives 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.

21. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

22. 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.

23. 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.

24. ENTIRE AGREEMENT

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

25. NOTICES

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

26. 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 [18]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [15]); litigation hold notice (Section [27]); Public

Records Act (Section [28]) and confidentiality (Section [20]).

27. 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 [15] 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 required by Section [15] of this Contract.

28. PUBLIC RECORDS ACT

The 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. The 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 agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

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

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

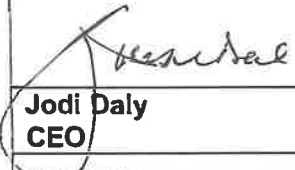
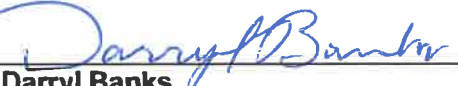
Comprehensive Healthcare	Benton Franklin Counties Juvenile Justice Center
 Jodi Daly CEO Date <u>04-27-21</u>	 Darryl Banks Juvenile Court Administrator Date <u>5-24-2021</u>
BENTON COUNTY APPROVAL Approved as to Form:  <u>Stephen Hallstrom, Deputy Prosecuting Attorney</u> Date <u>05/24/21</u> By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____	FRANKLIN COUNTY APPROVAL Approved as to Form: _____ _____ Civil Deputy Prosecuting Attorney Date _____ By: _____ Name: _____ Title: <u>Chair, Board of Commissioners</u> Date: _____ Attest: _____ Clerk of the Board: _____

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

CDDA Youth Outpatient Treatment Services

I. DEFINITION OF TERMS

- A. **ASAM:** acronym for "American Society of Addiction Medicine". ASAM Patient Placement Criteria provides guidelines based on a medical model for placement, continued stay and discharge of patients with alcohol and other drug problems covering all levels of treatment including detoxification, outpatient treatment and inpatient services.
- B. **BFJJC:** Benton-Franklin Counties Juvenile Justice Center.
- C. **Assessment:** the formal diagnostic procedure to determine the presence of chemical dependency.
- D. **Case Management:** activities aimed at linking the service system to a consumer and coordinating the various system components in order to achieve a successful outcome. The objective of case management is continuity of services. Case management is essentially a problem-solving function designed to ensure continuity of services and to overcome systems rigidity, fragmented services and inaccessibility of services. - **OR** - Case finding, case planning, case consultation, and referral services for youth, including intensive case management for adolescents for the purpose of linking them to assessment and treatment, or maintaining them in treatment and other support services. Does not include direct treatment services in this sub-element.
- E. **CDDA:** Chemical Dependency Disposition Alternative, a statutory provision (RCW 13.40.165).
- F. **DASA:** acronym for "Washington State Department of Social and Health Services Division of Alcohol and Substance Abuse".
- G. **DSHS:** acronym for "Washington State Department of Social and Health Services."
- H. **Examination:** the report that is submitted which will be used by the court to determine if the youth is chemically dependent and amenable to treatment and includes all components as defined in RCW 13.40.165.
- I. **JPC:** acronym for Juvenile Probation Counselor
- J. **TARGET:** acronym for "Treatment, Assessment Report Generation Tool".

K. **Title XIX:** Title XIX of the Social Security Act.

L. **Youth Patient:** youth and young adults age thirteen (13) through twenty (20) years of age.

II. PERFORMANCE STANDARDS AND LICENSING

Comprehensive Healthcare (hereinafter the Contractor) shall maintain certification as an "Approved Treatment Facility" as set forth by DASA. The Contractor shall maintain a Chemical Dependency Treatment Title XIX contract with DSHS. A copy of the certification shall be submitted to the Counties upon request.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

All services provided under this contract shall meet the standards for program operation set forth in chapter 70.96A RCW, RCW 13.40.165, and chapter 388-805 WAC. Fiscal management of this contract shall be in accordance with DASA Budgeting, Accounting and Reporting System (BARS) Manual and fiscal policies.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this contract shall be reimbursed on a FEE FOR SERVICES basis. Services shall be provided per the attached **Scope of Services (Exhibit B)**. Compensation rates shall be per **Exhibit C, CDDA Services Reimbursement Rates**.

The Contractor shall submit an invoice, on a format approved by BFJJC, for the services provided under this contract. Back up documentation with the invoice shall include a detailed monthly **Treatment Progress Report (Exhibit F)** for each child, which shall be submitted no later than the 5th of the month following the month during which services were performed under this contract. The invoice shall be submitted by the 4th day of the month following the month during which services were performed under this contract. BFJJC shall process claims for reimbursement after all supporting documentation is provided in correct and proper form. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. Payment shall be made for services included in claims submitted within forty (40) days following the month during which services were performed under this contract. Payment will be made when insurance or Title XIX claims have been disapproved and are submitted within 120 days following the month during which services were performed under this contract.

V. REIMBURSEMENT LIMITATION

The total amount of reimbursement requested shall not exceed the total contract award.

VII. RECORDS RETENTION

The Contractor shall retain all fiscal and clinical books, records, documents and other materials relevant to this contract in accordance with WAC 388-805-320 and the WAC Implementation Guide. The Contractor shall comply with all state and federal requirements regarding the confidentiality of patient records including, but not limited to, the federal Regulations for the Confidentiality of Alcohol and Drug Patient Records, 42 CFR Part 2.

VIII. TREATMENT SERVICES, CONTACT, AND REPORTING REQUIREMENTS

The Contractor shall promptly forward all required reporting forms, completed in the prescribed detail and submitted on the dates set forth by BFJJC. Required case contacts and reports, with the applicable date due, are as follows:

The Contractor will provide the following Chemical Dependency Disposition Alternative (CDDA) services to Drug Court Youth and CDDA eligible youth referred by the BFJJC:

- A. The Comprehensive Healthcare will provide outpatient treatment to chemically dependent CDDA youth, which will emphasize enhancing linkages with community-based services to provide a comprehensive continuum of care.

Treatment needs will be determined prior to sentencing through the use of a statewide risk assessment. The risk assessment is used as a screening tool to refer potentially eligible youth to the CDDA program for a more thorough evaluation of chemical dependency and related problems. Comprehensive Healthcare will complete a DASA certified youth assessment on those youth referred for a CDDA evaluation who have not been assessed by the Benton-Franklin Counties Substance Abuse Assessment Center. Levels of care will be determined by the ASAM Placement Criteria.

Track I

(May serve both Committable and Locally Sanctioned Youth)

Services provided by CDDA Contracted Inpatient Providers and DASA Certified Inpatient Providers:

- ◆ Assessment
- ◆ Interim Treatment
- ◆ Intensive Inpatient
- ◆ Community Based Intensive Outpatient
- ◆ Phase II Outpatient

Track II (May serve both Committable and Locally Sanctioned Youth)

Services provided by Comprehensive Healthcare:

- ◆ Prescreen
- ◆ Assessment
- ◆ Pre-Treatment
- ◆ Community Based Intensive Outpatient
- ◆ Phase II Outpatient

NOTE: Random Urinalysis Testing will be applied throughout each track.

- B. The SUD and SUDPT will have weekly telephone contact or face-to-face contact, as needed, with the Case Manager to review the treatment plan and the status/progress of the youth, including information about transition to another phase of treatment.
- C. The SUD and SUDPT will submit a written "progress" report to the Court on a monthly basis.
- D. The SUD and SUDPT will attend the multi-disciplinary staffing, including youth and family, scheduled seven to ten days before the CDDA youth's initial transition into the next phase of treatment and every other month thereafter as scheduled by the Case Manager.
- E. Comprehensive Healthcare will maintain a partnership with the Counties' Crisis Response Center, Lourdes Counseling Center, Lutheran Social Services, and Sunderland Family Services to determine mental health issues and needed treatment, including medication management. The CDP or CDPT will make referrals and will integrate any required medication into all phases of treatment.
- F. The SUD and SUDPT will discuss the need for an inpatient bed with the CDDA Case Manager or CDDA/Drug Court Case Manager following assessment, but prior to sentencing. The SUD and SUDPT will make the referral and contact the inpatient facility for availability. The CDDA youth will receive Phase I Intensive Outpatient for 90 days within the community once he/she has returned from Intensive Inpatient Treatment. If no inpatient beds are available, then an interim treatment program will be provided by Comprehensive Healthcare until a treatment bed becomes available.
- G. The CDDA/Drug Court Case Manager or will notify Comprehensive Healthcare of the need for a DASA certified youth assessment. If the youth is residing in the community prior to the disposition, he/she will be given an appointment day and time for the assessment at Comprehensive Healthcare. If the youth is in Detention pending disposition, Comprehensive Healthcare will complete the CDDA assessment in Detention. Priority will be given to requests for a CDDA assessment due to the Court's time constraints.
- H. Comprehensive Healthcare will enter data into the DASA Target System after completion of the CDDA assessment. If the

youth is given the CDDA sentencing option and is referred for local treatment through Comprehensive Healthcare, that agency will input all data into the Target System.

- I. Comprehensive Healthcare CDP or CDPT staff will have/have had cultural awareness/diversity training and will utilize the expertise and assistance from a DASA Certified Interpreter, when needed.
- J. Comprehensive Healthcare will participate in weekly Drug Court Team case staffing as requested by the Drug Court Coordinator or CDDA Drug/Court Case Manager.
- K. The involvement of the family in a youth's recovery is recognized as an important part of the treatment and after-care process. The SUD and SUDPT and Case Manager will meet with the youth, family and probation counselor as soon as possible after the youth is identified as a CDDA client. The SUD and SUDPT will work closely with the Case Manager to assist in maintaining ongoing contact with the family support system, unless they are unavailable, with the hope of building rapport and developing a positive support system for the CDDA youth.

- L. Reports are due, are as follows:

<u>REPORT</u>	<u>DATE DUE</u>
Weekly Treatment Progress Report	Wednesday before 5:00 p.m. for each youth in treatment under this contract (Exhibit F)
Monthly Invoice for CDDA funded Payment and Service Data Report	4th of each month following service provision
Copy of CDDA Youth portion of the documentation Title XIX Services	4th of each month following service provision

IX. SUBCONTRACTING

The Contractor is prohibited from subcontracting any funding and/or services contained within this contract with the exception of personal services' contracts with individual substance abuse professionals.

X. MONITORING AND EVALUATION

The Contractor shall cooperate with BFJJC in evaluation activities deemed appropriate by BFJJC.

XI. LOCATION OF SERVICES

Services provided under this contract shall be made available within Benton and Franklin Counties. The Contractor shall not deny services to eligible patients based upon county of residence.

XII. PATIENT ELIGIBILITY

The Contractor shall determine at time of intake if the patient has medical insurance that covers chemical dependency treatment services. If the patient has medical insurance that provides coverage for chemical dependency treatment services, the medical insurance must be used to pay for the treatment services, regardless of income. The Contractor shall consult with the BFJJC CDDA Case Manager for unclear or unusual situations.

The Contractor shall develop and employ policies and procedures to screen all patients for possible Title XIX eligibility and assure that patients receiving services supported by Title XIX funds meet the eligibility requirements in accordance with the billing instructions for Chemical Dependency Title XIX contractors.

EXHIBIT B

SCOPE OF SERVICES

CDDA/DRUG COURT YOUTH COMMUNITY OUTPATIENT TREATMENT SERVICES

I. SERVICE DEFINITION

CDDA/Drug Court Youth Community Outpatient Treatment Services provides substance abuse assessment and treatment services according to a prescribed plan in a non-residential setting. Youth and their families, who have been referred from BFJJC and identified as a part of the CDDA/Drug Court program, are eligible for subsidized services under this contract.

II. LICENSING AND PROGRAM STANDARDS

- A. The Contractor shall be reimbursed on a fee for service basis. A unit of service is defined as one hour of outpatient counseling provided by a chemical dependency professional (sometimes referred to herein as a counselor) or a chemical dependency professional trainee under supervision of a chemical dependency professional as provided in chapter 388-805 WAC.
- B. The Contractor and the BFJJC will collaboratively develop protocol for maintaining linkages with juvenile courts, JRA offices, the youth's family, mental health services, residential youth treatment programs and other related individuals or organizations who may be involved in providing support services for patients.
- C. The Contractor shall submit weekly treatment status reports on the CDDA/Drug Court patient's progress in treatment to the CDDA/Drug Court Coordinator or monthly treatment status reports on the CDDA patient's progress in treatment to the CDDA Coordinator, per RCW 13.40.165(6).
- D. The Contractor shall develop a staff training plan and make training available to assure treatment staff receive information/education for addressing the specific issues related to youth and participate in ongoing training with the medical, health, and social service providers in the community.
- E. The Contractor will develop a treatment plan for each CDDA/Drug Court youth that is specific to the gender, ethnicity, cultural and developmental needs of that youth.

III. ELIGIBILITY

Services shall be provided to court-referred chemically dependent youth patients only, in accordance with this contract and applicable state laws, rules and regulations.

IV. REIMBURSEMENT POLICIES

The Contractor shall be reimbursed for treatment services that meet the definition of medical necessity as determined by ASAM Patient Placement criteria or are court ordered by Benton and Franklin Counties Juvenile Court.

V. REIMBURSEMENT LIMITATION

- A. The Contractor shall bill according to the following sequence:
 - 1. Contractor will vigorously pursue insurance coverage first. If a CDDA/Drug Court youth has insurance coverage, Contractor will work with the youth and family to obtain the full value of that coverage.
 - 2. Contractor will obtain financial information from all CDDA/Drug Court youth and parents and advocate for and facilitate enrollment of all youth eligible for Title XIX. The Contractor shall make every effort to maximize the use of federal funds provided through Title XIX as a second source of treatment revenue, by identifying those patients who qualify for Title XIX, by billing Title XIX for treatment services for such patients and maximizing the use of state funding as match for Title XIX services. Charging non-Title XIX expenditures for services rendered to Title XIX eligible patients shall constitute an overpayment.
 - 3. CDDA funds will be used first for assessment and urinalysis costs.
- B. The Contractor shall assure that a unit of service is billed to only one contract and that these funds are not used to supplement for the difference in rates between funders allowed for units of service.

VI. CDDA EVALUATION

- A. CDDA examinations, upon request from BFJJC, shall be conducted by a chemical dependency professional supervised by the Contractor. The examination shall include a chemical dependency assessment, a proposed treatment plan, and the availability of treatment as well as all other components identified in RCW 13.40.165. The evaluation report shall be provided to the CDDA /Drug Court Case Manager or CDDA Case Manager on the **CDDA or Drug Court Referral Response Form (Exhibit D)** and the **CDDA Evaluation Report and Treatment Plan (Exhibit E)**. These forms may be amended as required by written mutual agreement of the Contractor and the Juvenile Probation Counselor (JPC).
- B. When requested, the **CDDA/Drug Court Evaluation Report and Treatment Plan** shall contain at a minimum the following:

1. The respondent's version of the facts and the official version of the facts, the respondent's offense history, an assessment of drug-alcohol problems and previous treatment attempts, the respondent's social educational, and employment situation, and other evaluation measures used.
 2. The respondent's amenability to treatment and relative risk to the community. A proposed treatment plan shall be provided and shall include, at a minimum:
 - a. Whether inpatient and/or outpatient treatment is recommended;
 - b. Availability of appropriate treatment;
 - c. Monitoring plans, including any requirements regarding living conditions, lifestyle requirements, and monitoring by family members, legal guardians, or others;
 - d. Anticipated length of treatment;
 - e. Recommended crime-related prohibitions; and
 - f. Whether the respondent is amenable to treatment.
- C. The Contractor shall use the DASA approved Dependency Assessment Tool to administer all assessment referrals from JPC related to the CDDA program.
- D. The Contractor shall document efforts to involve the parents or other family members in the assessment process.
- E. The Contractor shall provide a completed **CDDA or Drug Court Referral Response Form (Exhibit D)** within 72 hours of receiving the referral for in-custody juveniles or of the assessment interview for out-of-custody juveniles. The Contractor shall provide the completed **CDDA Evaluation Report and Treatment Plan (Exhibit E)** to BFJJJC within seven (7) days of completing the assessment.

VII. TREATMENT PLANNING

- A. Services shall be delivered in accordance with the individualized treatment plan developed for every youth served in this program. ASAM Patient Placement criteria shall be used in developing and regularly updating the individualized treatment plan. Each treatment plan shall contain a goal of abstinence from alcohol or other drug usage. Each treatment plan shall contain original signatures of patient and counselor.
- B. The treatment plan shall identify those services to which the patient and his/her family will be referred for medical, mental health and other forms of assistance. The Contractor will consult with the Juvenile Probation Counselor to provide one integrated plan of service including chemical dependency treatment, juvenile court provided programs and other

community services that address the youth's specific gender, ethnicity, cultural and developmental needs.

- C. Individualized progress notes shall be completed for each patient participating in individual counseling sessions and in-group counseling sessions. Progress notes shall also be completed for family members receiving services. The individualized progress notes shall document date of session, duration of session, summary of discussion occurring during the session, indication of the patient's commitment to treatment, and description of problem addressed in relation to treatment plan, and shall be signed by the counselor. In addition, sign-in sheets shall be maintained for all group-counseling sessions.

VIII. SERVICE SPECIFICS

- A. The Contractor shall assure that services are designed and delivered in a manner sensitive to the needs of all ethnic minorities.
- B. The Contractor shall attempt to gain participation of the families of patients in treatment. All interactions with families of patients shall be documented in respective patient files. Services to family members may be provided in either individual counseling sessions or group counseling sessions, as outlined in the individualized treatment plan of each patient
- C. Youth needing a mental health assessment or medications will be referred to a mental health and/or medical provider.
- D. Minimum Program Requirements
 - 1. Utilize a DASA approved assessment process. Currently, the DASA Adolescent Biopsychosocial Diagnostic Intake ASAM assessment is preferred.
 - 2. Utilize the "Case Management Standards for Chemically Dependent Youth". Provide case management by either provider or court whichever agency is performing the standards.
 - 3. Conduct random urinalysis testing
 - 4. Provide a signed letter of agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing the plan, other funding resources and vendor partnerships.
 - 5. Each project must be consistent with proven effective elements detailed in **The Effectiveness Standards for Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature** (UW, January 1998).

6. Treatment should be delivered in the least restrictive setting, while considering issues of community safety.
7. Treatment must be comprehensive and address the problems identified by the evaluation process (e.g., psychiatric disturbance, and sexual abuse).
8. Treatment must involve family, or a family substitute, in all aspects of planning, discharge recommendations, and continuing care.
9. Cognitive-behavioral therapy with youth and families should be the primary therapeutic techniques. The 2002 University of Washington CDDA Report cites Function Family Therapy as an effective program for a family intervention and recommends family therapy services for improved outcomes with CDDA youth.
10. General life skills, decision-making, and coping-skills education and training should be provided.
11. Relapse prevention must be stressed.
12. Treatment must be a continuum of care. Upon discharge from a program, additional services are provided and coordinated in decreasing frequency, so that each adolescent will have services available for at least 12 months.
13. Courts utilizing a deferred disposition order or stipulated order of continuance for CDDA eligible youth shall ensure that youth meet all statutory eligibility, treatment, and case management standards.

EXHIBIT C

CDDA SERVICES REIMBURSEMENT RATES

July 1, 2021 – June 30, 2023

- A. **Assessment.** The maximum fee payable for a CDDA assessment is **One Hundred Fifteen Dollars and Seventeen Cents (\$115.17)**. Services shall be documented and billed monthly on the invoice and the Treatment Progress Report as attached in Exhibit F.
- B. **Treatment.** The Contractor shall bill the Counties at the rate contained in subsection C, below in accordance with the Plan/Alternative Plan as ordered by the Court including reasonable charges for consultations with collateral contacts and report writing. Appointments missed or canceled by the client less than twenty-four (24) hours prior to the appointment time may be billed; however, the Contractor may bill the Counties for only one “no show” (failure to appear) missed appointment per client for any six-month period of time. The Contractor shall immediately notify the JPC of said unexcused absence and shall schedule no further appointments for the client until the problem that caused the “no show” has been resolved. If the Contractor is late or the session is shortened, the appointment shall be charged to the nearest one-half.
- C. **Rates/Fees.** The rates and/or fees charged to the Counties by the Contractor shall be:
1. **Intensive Outpatient Treatment**
 - a. At least 6 hours but not more than 8 hours of Group Counseling/week @ **\$25.20/hour, maximum per client per month \$1,134.60**
 - b. 1 hour of Individual Counseling/week @ **\$104.42/hour, maximum per client per month \$522.10.**
 - c. Random urinalysis (4/month) @ **\$22.44 each, \$89.76/month**
 2. **Phase I Structured Outpatient Continuing Care**
 - a. At least 3 hours but not more than 6 hours of Group Counseling/week @ **\$25.20/hour, maximum per client per month \$756.00**
 - b. 1 hour of Individual Counseling/week @ **\$104.42/hour, maximum per client per month \$522.10**
 - c. Random urinalysis (4/month) @ **\$22.44 each, \$89.76/month**

3. Community-Based Outpatient or Phase II-Outpatient Continuing Care

- a. 1 hour of Support Group/week @ \$25.20/hour, maximum per client per month \$126.00
- b. 1 hour of Individual Counseling/week @ \$104.42/hour, maximum per client per month \$522.10
- c. Random urinalysis (3/month) @ \$22.44 each, \$67.32/month

4. Pre-Treatment (within a 14-day period only)

- a. Individual Counseling Brief @ \$50.21/hour, \$104.42 maximum per client per month
- b. Urinalysis 1 only @ \$22.44

EXHIBIT D
CDDA OR DRUG COURT REFERRAL RESPONSE FORM

YOUTH NAME: _____

- ☐ Youth eligible for CDDA
- ☐ Youth eligible for Drug Court CDDA
- ☐ Youth is not eligible for CDDA
 - a. Is not chemically dependent
 - b. Is chemically dependent but not amenable
- ☐ Youth needs:
 - ☐ Inpatient Treatment
 - ☐ Outpatient Treatment

Probation Counselor _____

Assessment Counselor _____

EXHIBIT E

CDDA Evaluation Report and Treatment Plan

Name: _____
Address: _____
SCOMIS No: _____

On _____, _____ was evaluated for a Chemical Dependency Disposition Alternative. Administered were the Adolescent Drug Abuse Diagnosis Interview Instrument and the K-SADS Interview. Based upon the information gathered and comparison with the DSM IV, _____ meets the criteria for _____ Dependency.

1. DSM IV Rationale

- A. Pattern of established use:

- B. Impairment of social or occupational functioning:

- C. Tolerance or withdrawal:

- D. Continued use despite adverse consequences and failed treatment attempts:

2. Substance Use History:

3. **Social History:**
4. **Offense History:**
5. **Education and Employment History:**
6. **Client's version of the facts:**
7. **Official version of the facts:**
8. **Amenability to Treatment:**
9. **Community Risk:**

Recommendations: Based on the information gathered and diagnostic impression, _____
_____ meets the criterion for a Chemical
Dependency Disposition Alternative. Please see attached treatment plan.

EXHIBIT F

Treatment Progress Report

(Circle) CDDA/Drug Court/ARY Drug Court/Probation

CLIENT NAME: _____

TX Agency: Northwest Alternatives

Review Period Month

Next Court Date:

From: _____ To: _____

____ / ____ / ____ / ____ /

Probation Counselor _____

TX Phase: 1 2 3

Group and Individual Attendance:

A = Absent

P = Present

I = Intake

E = Evaluation

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Group:																															
Individual:																															

Drug Testing:

RP = Results Pending	+ = Positive	- = Negative	M = Missed	AL = Alcohol	C = Cocaine
ME = Methamphetamine	OP = Opiate	THC = Marijuana	Oth = Other		

Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Code:																															
Positive Drug Code:																															

Number of sober support meetings

RECOMMENDED _____

ATTENDED _____

VERIFIED _____

Progress Notes:

Week 1:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 2:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 3:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 4:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Week 5:

Progress in TX: Fair Good Excellent Poor Non-compliant Relapsing

Recommendations:

Employed: Yes No Employer:

Attending School: Yes No School Name:

Counselor Signature

Date:

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
PUBLIC SAFETY SALES TAX FUND NUMBER 0148101, DEPARTMENT
NUMBER 115.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Linda Ivey

BENTON COUNTY LINE ITEM TRANSFERDept Name: Dept Nbr: Fund Name: Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.320	4103	Professional Services	\$1,000,000	594.210	6403	Capital Outlay - Patrol vehicles	\$1,000,000
TOTAL			\$1,000,000	TOTAL			\$1,000,000

Explanation:

To appropriate funding for Capital Outlay - Patrol vehicles as approved by the BOCC on 7.20.2021 / Finance Presentation

Prepared by: Date: Approved ☐Denied ☐

Date: _____

Chairman_____
Member_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8-3-2021
Subject:	Authorization to bid & advertise 2021 Pavement Marking
Presenter:	
Prepared By:	Blanca Parham
Reviewed By:	Douglas D'Hondt
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A <i>(If no, include reasoning for no approval)</i>
Type of Agenda Item:	Type of Action Needed: <i>(Multiple boxes can be checked, if necessary)</i>
☒ Consent Agenda ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only ☐ Decision / Direction ☐ Sign Letter / Document ☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract

Summary / Background Information

It is the intention of the Board of County Commissioners to preserve County road infrastructure by the application of pavement markings. A bid packet (No. CB21-11) for C.E. 2123 SMP – 2021 Pavement Marking was prepared by Benton County Public Works Department staff and was approved as to form by the Benton County Prosecuting Attorney's office.

Staff needs Board approval to advertise and proceed with the bid process for this project.

Fiscal Impact

The minimal cost of advertisement.

Recommendation

The Board authorize the County Engineer to proceed with the advertisement and bid process for Bid No. CB21-11 – C. E. 2123 SMP – 2021 Pavement Marking.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2123 SMP - 2021 PAVEMENT MARKING

WHEREAS, it is the intention of the Board of County Commissioners to preserve County Road infrastructure by the application of pavement markings; and

WHEREAS, a bid packet (No. CB21-11) for C.E. 2123 SMP – 2021 Pavement Marking was prepared by Benton County Public Works Department staff; and

WHEREAS, the department's Deputy Prosecuting Attorney has reviewed and approved as to form Bid No. CB21-11; **NOW, THEREFORE**,

BE IT RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB21-11 - C.E. 2123 SMP – 2021 Pavement Marking.

Dated this 3rd day of August, 2021.

Chairman

Chairman Pro-Tem.

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

CONTRACT PROVISIONS AND PLANS

For Construction of:

2021 Pavement Marking

C.E. 2123 SMP

PUBLIC WORKS DEPARTMENT



Bid No. CB 21-11

CERTIFICATIONS

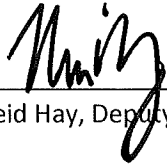
2021 Pavement Marking
CE 2123 SMP

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2123 SMP – 2021 Pavement Marking has been reviewed and approved as to form:



Reid Hay, Deputy Prosecuting Attorney

July 22, 2021

Date

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 21-11)

CALL FOR BIDS

Sealed bids for C.E. 2123 SMP – 2021 PAVEMENT MARKING, shall be received by the Benton County Engineer, Benton County Public Services Building, 102206 East Wiser Parkway, Kennewick, Washington 99338 until 11:00 a.m., Local Time, Thursday, August 19, 2021. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Thursday, August 19, 2021 at 11:00 a.m., Local Time, in the Public Works Conference Room, at the Public Services Building, Kennewick, Washington. Contractor's Bid Proposal shall include the complete Proposal, and the proposal bond all enclosed in a sealed envelope marked, "BID FOR 2021 Pavement Marking – CE 2123 SMP".

All bid proposals shall be accompanied by a bid proposal deposit as certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project # 7952061 on the website's Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars (\$15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

The following is applicable to all Benton County projects:

"Benton County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award."

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PROPOSAL PAGES

CONTRACT

CONTRACT COVER PAGE
CONTRACT (informational)
PERFORMANCE BOND (informational)
PAYMENT BOND (informational)

SPECIAL PROVISIONS

2021 PAVEMENT MARKING BENTON COUNTY, WASHINGTON

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(March 1, 2014 Benton County GSP)

*(*****) Project Specific Special Provision*

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

DIVISION 1 GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of *** all striped Benton County roads denoted in these plans and special provision by pavement markings *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

SECTION 1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***0***	Furnished automatically upon award.
Contract Provisions	***2***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***0***	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

Add the following new section:

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

(March 12, 2014 Benton County GSP)

Revise the second sentence of this to read:

This deposit may be certified check, cashier's check or a proposal bond (Surety bond).

Supplement this section with the following:

Bidders wishing to submit a bid deposit in bond form shall use the Proposal Bond form included as part of the Proposal packet for this project.

1-02.9 Delivery of Proposal

*(*****)*

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any “Supplemental Information” that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals

*(*****)*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;

- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - i. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

1-03.1(1) Identical Bid Totals

(January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips

shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

SECTION 1-04 SCOPE OF WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

SECTION 1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine

the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the

Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

Add the following new section:

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

SECTION 1-06 CONTROL OF MATERIAL

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

(March 12, 2014 Benton County GSP)

Supplement this section with the following:

Dust Control

The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. The Contractor is required to have a designated person, responsible for dust control, on the project site at all times during construction hours. In addition, one person shall be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

1-07.2 State Taxes

(June 27, 2011 APWA GSP)

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in

the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)

Supplement this section with the following:

Except for the load limit restrictions specified in Section 1-07.7(2), the Contractor may operate vehicles which exceed the legal gross weight limitations without special permits or payment of additional fees provided such vehicles are employed in the construction and within the limits of this project.

Subparagraph 1 of the second paragraph of Section 1-07.7(1) is deleted.

(March 13, 1995 WSDOT GSP)

Supplement this section with the following:

Whenever the Contractor obtains materials from a source other than that provided by the Contracting Agency, or provides a source for materials not designated to come from a source provided by the Contracting Agency and the location of the source necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

SECTION 1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;

2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ****3 working days**** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

4. If a 4-10 work schedule is requested and approved, the day that is not worked during the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(December 19, 2019 APWA GSP, Option A)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A Subcontractor or lower tier Subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, ..." is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

1-08.3 General Requirements

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit ** 2 ** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

*(*****)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Final Contract Voucher Certification
 - d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - e. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - f. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP)

Supplement this section with the following:

This project shall be physically completed within ** 45 ** working days.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

(March 13, 2012 APWA GSP)

Supplement this section with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**DIVISION 8
MISCELLANEOUS CONSTRUCTION**

SECTION 8-22, PAVEMENT MARKING

8-22.3(3)E, Installation

(*****)

Supplement the first paragraph with the following:

7. Minimum equipment for application of all painted lines shall consist of an approved traffic line paint spraying machine, truck type chassis mounted, capable of placing 3 simultaneous traffic marking lines, two color, and overlay beads all lines, equipped with flashing, revolving warning lights and adequate signs to direct traffic as to passing maneuver requirements.
8. Protect wet paint from traffic until thoroughly dry.

Revise the first sentence of the fourth paragraph to read:

One application of paint will be required to complete all paint markings and the one application shall be considered the second application as specified herein.

8-22.4, Measurement

(*****)

Revise the first sentence of the first paragraph of this section with the following:

Center line skip (dotted yellow), center line no passing (solid yellow), and pavement edge line (solid white) will be measured by the actual linear mileage of paint striping installed as “Centerline Skip Yellow”, “Pavement Edgeline Solid White”, and “No Pass Solid Yellow”.

8-22.5, Payment

(*****)

Supplement the section with the following:

“Centerline Skip Yellow,” per linear mile
“Pavement Edgeline Solid White,” per linear mile
“No Pass Solid Yellow,” per linear mile

The unit Contract prices for the aforementioned payment items shall be full compensation for furnishing all labor, tools, materials, equipment, and traffic control necessary or incidental to the installation of the work herein specified.

APPENDICES

(January 2, 2012 WSDOT GSP)

The following appendices are attached and made a part of this contract:

APPENDIX A:

Required Contract Provisions – State Department of Labor and Industries – State Wage Rates

APPENDIX B:

Road Listing

APPENDIX C:

Recycled Materials Provision

Standard Plans

(January 13, 2021 WSDOT GSP)

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

DELETED

A-50.20

DELETED

A-50.30

DELETED

A-50.40

DELETED

B-90.40

Valve Detail – DELETED

C-1a

DELETED

C-8

Add new Note 5, “5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8a

Add new Note 2, “2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8b

DELETED

C-8e

DELETED

C-8f

DELETED

C-16a

DELETED

C-20.10

The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)		
POST LENGTH	SLOPE	W (FT)
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11

DELETED

C-20.19

DELETED

C-40.16

DELETED

C-40.18

DELETED

C-80.50

DELETED

C-85.14

DELETED

C-85.15

SECTION B detail, the callout reading “ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b”, is revised to read “ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS”.

SECTION B detail, the callout reading “ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b”, is revised to read “ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS”.

D-2.14

DELETED

D-2.16

DELETED

D-2.18

DELETED

D-2.20

DELETED

D-2.42

DELETED

D-2.44

DELETED

D-2.46

DELETED

D-2.48

DELETED

D-2.82

DELETED

D-2.86

DELETED

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-20.10

SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout “3’ MIN.”, is revised to read “5’ MIN.”.

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

H-70.30

DELETED

J-10.16

Key Note 14, reads: “Mounting Hole ~ See Standard Plan J-10.30 for mounting Details.” Is revised to read: “Mounting Hole ~ See Standard Plan J-10.14 for mounting Details.”

General Note 12, reads: “See Standard Plan J-10.30 for pole installation details.” Is revised to read: “See Standard Plan J-10.14 for pole installation details.”

J-10.17

Key Note 16, reads: “Mounting Hole ~ See Standard Plan J-10.?? for mounting Details.” Is revised to read: “Mounting Hole ~ See Standard Plan J-10.14 for mounting Details.”

General Note 12, reads: “See Standard Plan J-10.30 for pole installation details.” Is revised to read: “See Standard Plan J-10.14 for pole installation details.”

J-10.18

Key Note 12, reads: "Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.60

Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

J-40.10

Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36

Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

J-81.10

All references to “Type 170 Controller” are replaced with “Controller”.

L-40.10

DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-60.10-03.....12/23/14
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-60.20-03.....12/23/14
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.30-01.....6/28/18
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.40-00.....8/31/07
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-01.....9/9/20	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-02.....2/27/18	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-01.....2/3/09
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	

B-30.30-03.....2/27/18
B-30.40-03.....2/27/18

B-70.60-01.....1/26/17

C-1.....9/9/20
C-1b.....9/9/20
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....10/14/09
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-20.10-06.....9/16/20
C-20.14-04.....8/12/19
C-20.15-02.....6/11/14
C-20.18-03.....8/12/19
C-20.40-07.....8/12/19
C-20.41-02.....8/12/19

C-20.42-05.....7/14/15
C-20.45-02.....8/12/19
C-22.16-07.....9/16/20
C-22.40-08.....9/16/20
C-22.45-05.....9/16/20
C-23.60-04.....7/21/17
C-24.10-02.....8/12/19
C-25.20-06.....7/14/15
C-25.22-05.....7/14/15
C-25.26-04.....8/12/19
C-25.30-00.....6/28/18
C-25.80-05.....8/12/19
C-60.10-01.....9/24/20
C-60.20-00.....9/24/20
C-60.30-00.....9/24/20
C-60.70-00.....9/24/20

C-70.10-02.....9/16/20
C-75.10-02.....9/16/20
C-75.20-02.....9/16/20
C-75.30-02.....9/16/20
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-01.....6/11/14
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-01.....6/30/14
C-85.16-01.....6/17/14
C-85-18-01.....6/11/14
C-85.20-01.....6/11/14

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.60-00.....11/10/05
D-2.62-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05

D-2.80-00.....11/10/05
D-2.84-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01.....5/29/13
D-3.11-03.....6/11/14
D-3.15-02.....6/10/13
D-3.16-02.....5/29/13
D-3.17-02.....5/9/16
D-4.....12/11/98

D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

E-1.....2/21/07
E-2.....5/29/98

E-4.....8/27/03
E-4a.....8/27/03

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-02.....9/24/20
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07

F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16

F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-02.....7/15/16
F-80.10-04.....7/15/16

G-10.10-00.....9/20/07
G-20.10-02.....6/23/15
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-24.60-05.....6/28/18

G-25.10-05.....9/16/20
G-26.10-00.....7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03.....7/11/17
G-90.11-00.....4/28/16
G-90.20-05.....7/11/17
G-90.30-04.....7/11/17
G-90.40-02.....4/28/16

G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
J-28.26-01.....12/02/08		
J-28.30-03.....6/11/14		
K-70.20-01.....6/1/16		
K-80.10-02.....9/25/20		

K-80.20-00.....12/20/06
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14

L-40.15-01.....6/16/11
L-40.20-02.....6/21/12

L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00.....7/10/15
M-3.10-04.....9/25/20
M-3.20-03.....9/25/20
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-9.50-02.....6/24/14
M-9.60-00.....2/10/09

M-11.10-03.....8/7/19
M-12.10-02.....9/25/20
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-03.....9/25/20
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00.....7/11/17
M-24.66-00.....7/11/17
M-40.10-03.....6/24/14

M-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

WAGE RATES

APPENDIX A:

STATE WAGE RATES

For Construction of:

2021 Pavement Marking

C.E. 2123 SMP

PUBLIC WORKS DEPARTMENT



Bid No. CB 21-11

APPENDIX A

REQUIRED CONTRACT PROVISIONS - STATE DEPARTMENT OF LABOR AND INDUSTRIES

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

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

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

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

The publication date to use is August 19, 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 Benton County Public Services Building, 102206 East Wiser Parkway, Kennewick, WA Monday through Friday, between 8:00 a.m. & noon and between 1:00 p.m. & 5:00 p.m. except holidays.

The Public Works Department will mail a hard copy of the wage rates upon request. We can be reached at (509)786-5611 or (509)736-3084 or by email at publicworks@co.benton.wa.us

BENTON COUNTY ROAD LISTING

APPENDIX B:

ROADS TO BE STRIPED

(PAGES 1-3)

For Construction of:

2021 Pavement Marking

C.E. 2123 SMP

PUBLIC WORKS DEPARTMENT



Bid No. CB 21-11

<u>Road Name</u>	<u>Length in Miles</u>	<u>Skip Yellow</u>	<u>Solid Yellow</u>	<u>Solid White</u>
3rd AVE E	0.479	0.479	0.093	0.958
25th AVE E	0.708	0	1.416	0
27th AVE E	1.281	0.031	2.531	0
ACORD RD	2.665	1.28	3.27	0
ALBRO RD	0.219	0.037	0.401	0
ANTINORI RD	1.472	1.772	2.944	2.944
APRICOT RD	0.198	0	0.396	0
BADGER CANYON RD	1.245	0.882	1.073	0
BADGER RD	11.871	9.911	8.191	23.742
BENNETT AVE	0.892	0.892	0	1.784
BERMUDA RD	1.517	0.195	2.746	0.43
BERNATH RD	0.124	0	0.248	0
BERT JAMES RD	4.214	3.521	3.778	0
BOFER CANYON RD	11.836	9.03	10.516	0
BOWLES RD	3.502	2.827	1.577	7.004
BRYSON BROWN RD	1.724	1.261	1.151	0
BUNN RD	1.46	1.058	0.924	0
BYRON RD	3.63	2.773	3.026	0
CASE RD	5.458	4.305	3.945	0
CHANDLER RD	1.383	1.381	0.425	0
CHRISTY RD	7.207	5.588	5.779	0.102
CLODFELTER RD	4.677	3.807	3.475	9.32
CLOVER RD	0.803	0	1.606	0
COATS RD	1.902	1.787	1.512	0
COCHRAN RD	1.149	0.801	0.696	0
COFFIN RD	5.101	4.014	4.549	10.202
COLUMBIA PARK TRAIL	0.58	0.39	0.565	1.16
CORRAL CR RD	2.353	2.104	0.979	0
COTTONWOOD CREEK BLVD	0.165	0	0.165	0.2
COTTONWOOD DRIVE	1.71	1.088	1.658	0
COUNTY LINE RD	0.251	0	0.502	0
COUNTY RT 12	4.534	3.965	1.664	9.068
COUNTY WELL RD	7.751	6.757	5.3	0.662
CROSBY RD	7.545	6.292	5.419	0
CROSBY RD (EXTRA SHOT NORTH OF SNIPES)	3.11	2.51	2.44	0
CROSBY ROAD (ADDITIONAL STRIPING 2 SHOTS)	2.00	2.00	2.00	0
DALLAS RD	3.288	1.578	4.002	6.576
DEMOSS RD	3.932	1.246	6.36	7.864
DISTRICT LINE RD	2.295	1.833	1.709	4.59
EVANS RD	10.949	8.615	8.383	0.032
FINLEY RD	7.869	4.026	8.796	10.108
GAME FARM RD	1.915	1.366	1.509	2.166
GAP RD	5.634	4.984	2.802	7.25
GIBBON RD	2.272	2.006	1.161	0.452
GOOD RD	1.018	1.018	0.375	0
GRANT AVE.	0.145	0	0.272	0.04

<u>Road Name</u>	<u>Length in Miles</u>	<u>Skip Yellow</u>	<u>Solid Yellow</u>	<u>Solid White</u>
GOOSE GAP RD	1.29	1.207	0.593	0
GRANDVIEW LN	0.225	0	0.45	0.45
GRIFFIN RD	4.377	3.112	3.791	5.896
GWINN RD	2.021	1.632	1.3	3.776
HANEY RD	2.324	1.876	1.028	2.56
HANKS RD	12.729	9.161	12.968	25.372
HANSEN RD	0.089	0	0.178	0
HARRINGTON RD	4.223	0.326	7.903	5.914
HEDGES RD	0.131	0	0.262	0
HINZERLING RD	4.967	4.337	3.168	9.912
HORRIGAN RD	3.006	2.958	1.103	0
JACOBS RD	10.168	8.729	3.918	0
JOHNSON RD	1.744	1.722	0.323	3.48
KELLY RD	1.497	1.223	1.019	0
KENNEDY RD	5.313	4.702	1.794	10.626
KENT RD	0.148	0	0.296	0
KING TULL RD	7.33	6.906	1.781	0
KNOX RD	4.243	0.953	7.463	0
LECHELT RD	0.121	0	0.242	0
LEMLEY RD	2.332	1.795	1.981	0
LOCUST GROVE RD	9.348	7.74	6.807	18.696
MAIN ST	0.256	0.256	0	0
MCCREADIE RD	5.964	4.076	6.05	0
MCDONALD RD	3.995	3.324	2.325	0
MCKINLEY SPRINGS RD	8.629	7.387	5.394	17.258
MCNARY RD	1.521	0.452	2.138	0
MEALS RD	8.619	5.952	6.898	17.238
MISSIMER RD	5.337	4.672	2.899	0
NINE CANYON RD	12.96	11.37	5.9	25.92
NORTH RIVER RD	4.592	4.075	2.275	0
OAK ST S	2.48	1.562	2.212	2.954
OBRIEN RD	2.039	1.872	0.575	0
OLD INLAND EMPIRE HWY	19.322	15.308	13.201	37.934
OLSEN RD	0.987	0.908	0.643	0
OLYMPIA ST S	0.461	0.1	0.722	0.38
PERKINS RD	0.227	0	0.454	0
PIERT RD	2.238	1.557	2.125	4.476
PIONEER RD	1.922	1.382	1.238	0
PLYMOUTH RD	13.679	12.001	7.482	27.358
RACHEL RD	1.104	0	2.208	0
REATA RD	3.72	2.484	3.217	7.434
RED MOUNTAIN RD	1.947	1.72	1.362	0
RICHARDS RD	2.045	0.984	2.52	0
RIVER RD	3.098	0.426	5.373	0
ROTHROCK RD	4.586	3.845	3.102	5.044
ROZA RD W	0.242	0.232	0.103	0

<u>Road Name</u>	<u>Length in Miles</u>	<u>Skip Yellow</u>	<u>Solid Yellow</u>	<u>Solid White</u>
RUPPERT RD	1.992	1.667	1.279	3.984
RUPPERT RD - CITY	0.359	0	0.718	0.718
SAGEBRUSH RD	1.628	1.147	1.012	3.256
SELLARDS RD	23.517	20.88	13.802	47.034
SHELBY RD	0.531	0.311	0.467	0
SHULER RD	0.542	0.416	0.596	0
SNIPES RD	9.145	7.668	6.47	14.048
SONOVA ROAD	2.8	0.15	5.45	5.6
STRAIGHTBANK RD	0.165	0	0.33	0.33
SUMMIT VIEW DR	1.361	0.279	2.226	2.722
SUNSET RD	2.341	2.336	0.962	4.682
TOWNSHIP RD	0.702	0.375	0.654	0
TRAVIS RD	8.505	7.32	5.069	6.866
TYRELL RD	4.03	3.83	1.07	8.06
TWIN BRIDGES ROAD	5.742	4.56	3.201	11.484
WAMBA RD	0.056	0	0.112	0
WEBBER CANYON RD	6.28	2.66	8.421	12.56
WILGUS RD	4.233	3.935	1.414	0
WILLIAMS RD NW	0.466	0.315	0.463	0
WISER LOOP	0.248	0.393	0.393	0.28
WISER PARKWAY	0.778	0.718	0.538	0.83
WITTKOPF LP	0.645	0.282	0.726	0
YAKITAT RD	6.027	5.031	3.604	0.35
YELLOWSTONE AVE W	1.335	1.203	0.264	0.12
YEW ST S	0.61	0.46	0.43	1.22

419.667

319.67

Skip Yellow

320.784

Solid Yellow

463.476

Solid White

PROPOSAL FOR BIDDING PURPOSES

For Construction of:

2021 Pavement Marking

C.E. 2123 SMP

PUBLIC WORKS DEPARTMENT



Bid No. CB 21-11

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that he/she has examined the location of the public works project outlined in these attached special provisions, specifications and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

CE 2123 SMP – 2021 Pavement Marking

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts.	Dollars	Cts.
1	320	LINEAR MILE	CENTERLINE SKIP YELLOW				
2	462	LINEAR MILE	PAVEMENT EDGELINE SOLID WHITE				
3	321	LINEAR MILE	NO PASS SOLID YELLOW				
4	1	L.S.	SPCC PLAN				
	TOTAL						

P R O P O S A L
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check _____ In the Amount of _____

Certified Check _____ (\$ _____) Payable to the
County Treasurer of Benton County, Washington.

Proposal Bond _____ In the amount of 5% of the Bid.

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

PUBLIC WORKS TRAINING

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

ASSURANCE OF NON-DISCRIMINATION

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

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

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. 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.

P R O P O S A L
(Cont.)

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U. S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction control fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION
NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY
DEPARTMENT NO. _____

FIRM NAME:

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

SIGNATURE OF AUTHORIZED OFFICIAL

(PRINT NAME AND TITLE)

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (____)_____ EMAIL _____

NOTE:

- 1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
- 2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

CE 2123 SMP – 2021 Pavement Marking

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of **ten (10) days** from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be

signed and sealed this _____ day of _____, _____.

(Principal)

(Surety)

(Attorney-in-fact)



This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 19, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City (where signed)

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

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

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E. Table on Maximum Allowable Percent (By weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tiebreaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidders stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature: _____

Date: _____

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS
AWARDED THE CONTRACT

For Construction of:

2021 Pavement Marking
C.E. 2123 SMP

PUBLIC WORKS DEPARTMENT



CONTRACT

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

WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, "CE 2123 SMP – 2021 Pavement Marking," and as described in and in accordance with the State of Washington 2018 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

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

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

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

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

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

Executed by the Contractor:

COUNTY OF BENTON

Chairman, Board of Commissioners

Attest: _____

Clerk of the Board

Date: _____

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date: _____

INFORMATIONAL
COPY

PUBLIC WORKS PERFORMANCE BOND
to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **CE 2123 SMP 2021 Pavement Marking**, in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Date _____

Surety Signature _____ Date _____

Date _____

Printed Name _____

Printed Name _____

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **CE 2123 SMP - 2021 Pavement Marking**, in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature	Date
------------------	------

Printed Name _____

Printed Name _____

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021
Subject:	Accepting work by D & D Tri Rivers Excavating, Inc. for the Evans Road Culvert Replacement project - CE 2071
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed:
☒ Consent Agenda	☐ Discussion Only (1 st) ☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2 nd) ☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction ☐ Pass Ordinance
	☐ Sign Letter/Document ☐ Execute Contract

Summary / Background Information

The County entered into a contract with D & D Tri Rivers Excavating, Inc. for the Evans Road Culvert Replacement project on February 26, 2019 (Res. 2019-176). D & D Tri Rivers Excavating, Inc. has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept D & D Tri Rivers Excavating, Inc.'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 D & D TRI RIVERS EXCAVATING, INC. UNDER CONTRACT FOR C.E. 2071 SMP – EVANS ROAD CULVERT REPLACEMENT PROJECT

WHEREAS, on February 26, 2019 the Board of County Commissioners entered into a contract with D & D Tri Rivers Excavating, Inc. of Pasco, Washington (Resolution 2019-176) for C.E. 2071 SMP – Evans Road Culvert Replacement; 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 County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

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

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and hereby accepts the work performed by D & D Tri Rivers Excavating, Inc. under contract for C.E. 2071 SMP – Evans Road Culvert Replacement as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage in the amount of \$1,321.35.

Dated this 3rd day of August 2021.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 3, 2021		
Subject:	Authorizing the purchase of one rotary broom attachment from Alamo Industrial utilizing State Contract No. 05218		
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 ☐ Public Hearing ☐ Scheduled Business	☐ Discussion Only (1 st) ☐ Discussion Only (2 nd) ☐ Decision/Direction ☒ Sign Letter/Document		
	☐ Pass Motion ☒ Pass Resolution ☐ Pass Ordinance ☐ Execute Contract		

Summary / Background Information

An Alamo Industrial Mantis power unit, with a boom mower attachment, was recently purchased to replace a tractor with a boom mower bolted on for shoulder mowing by the Public Works Department. The Mantis has several attachments available to make it a more versatile piece of equipment. One of these attachments is the rotary broom. Currently the Public Works Department uses a Broce broom which is designed to only sweep. By using the Mantis power unit and the broom attachment it will eliminate one power unit from the fleet.

A Purchase Agreement utilizing the State Contract has been prepared for the rotary broom attachment. Our departmental Deputy Prosecuting Attorney has reviewed and approved the Purchase Agreement and it has been signed by Alamo Industrial.

Fiscal Impact

Amount: \$24,417.00 plus WSST

Fund: ER&R Fund (0501101)

Recommendation

The Fleet Superintendent recommends the Board approve the purchase of one Alamo rotary broom attachment utilizing Washington State Contract No. 05218 from Alamo Industrial in the amount of \$24,417.00 plus WSST.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE ALAMO ROTARY BROOM ATTACHMENT FROM ALAMO INDUSTRIAL UTILIZING WASHINGTON STATE CONTRACT NO. 05218 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND

WHEREAS, by Resolution 2013-431 dated June 11, 2013, the Board of County Commissioners approved the Master Contract Usage Agreement for the purpose of purchasing or acquiring goods and services under contracts entered into by the Department of Enterprise Services; and

WHEREAS, Washington State Contract No. 05218 allows for the purchase of attachments for Alamo equipment from Alamo Industrial; and

WHEREAS, an Alamo Mantis power unit, with a mower attachment, was recently purchased for use by the Public Works Department. The Mantis has several attachments available to make it a more versatile piece of equipment and it is desirous to purchase a rotary broom attachment; and

WHEREAS, a Purchase Agreement has been prepared to allow for the purchase of one broom attachment utilizing Washington State Contract No 05218 for \$24,417.00 plus Washington State Sales Tax; and

WHEREAS, the departmental Deputy Prosecuting Attorney has reviewed and approved the Purchase Agreement and it has been signed by Alamo Industrial; and

WHEREAS, the Fleet Superintendent recommends purchasing the Alamo rotary broom attachment from Alamo Industrial; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Fleet Superintendent's recommendation and approves the purchase of one Alamo rotary broom attachment utilizing Washington State Contract No. 05218 from Alamo Industrial in the amount of \$24,417.00 plus WSST.

Dated this 3rd day of August, 2021.

Chairman of the Board

Chairman ProTem

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest _____
Clerk of the Board

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Bill To:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Delivery Date:	Per Contract
----------------	--------------

Delivering dealer:			-
Pape Machinery		SUB TOTAL =	\$ 24,417.00
1004 Canyon Road	Ehrin Miller 509-962-6801	8.00% SALES TAX =	1,953.36
Ellensburg, WA 98926	emiller@papemachinery.com	TOTAL ORDER =	\$ 26,370.36

In case of conflict, the order of precedence is:

1. The State of Washington Contract No. 05218
2. This Purchase Agreement

Contact: Michael McGhan
Address: P. O. Box 1001
Prosser, WA 99350
Phone: 509-539-4769
Email: michael.mcghan@co.wa.us

Reid Hay, Civil Deputy Prosecuting Attorney

By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing the Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreements(s) for all purposes.

Vendor Name (Print): Steven Guhr Title: Western Regional Manager Date: 6/25/2001

Vendor Signature: Steven Guhr

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

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

Quote Summary

Prepared For:

BENTON COUNTY PUBLIC WORKS
102808 WISER PARKWAY
KENNEWICK, WA 99338
Business: 509-786-5611
michael.mcghan@co.benton.wa.us

Prepared By:

SAWYER MEEK
Pape Machinery, Inc.
1004 Canyon Road
Ellensburg, WA 98926
Phone: 509-962-6801
smeek@papemachinery.com

Quote is based on the Washington State Contract # 05218.
Purchase order must be made out to Alamo Industrial, 1502 E. Walnut St, Seguin, Texas 78155. Purchase order must also indicate Pape Machinery as the delivering dealer and reference the Washington State Contract # 05218. Please fax or email documents to Pape Machinery at 509-962-6803 (Attn: Ehrin) or emiller@papemachinery.com and we will process the order.

Quote Id: 24565764
Created On: 01 June 2021
Last Modified On: 01 June 2021
Expiration Date: 12 August 2021

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Equipment Summary	Selling Price	Qty	Extended
ALAMO Rotary Broom	\$ 24,417.00 X	1 =	\$ 24,417.00
Equipment Total			\$ 24,417.00

Quote Summary

Equipment Total	\$ 24,417.00
SubTotal	\$ 24,417.00
Sales Tax - (8.00%)	\$ 1,953.36
Total	\$ 26,370.36
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 26,370.36

Salesperson : X _____

Accepted By : X _____

Selling Equipment


Quote Id: 24565764

Customer: BENTON COUNTY PUBLIC WORKS

ALAMO Rotary Broom				
Hours:		0		
Stock Number:				
				Selling Price
				\$ 24,417.00
Code	Description	Qty	Unit	Extended
32115024	Wassau PlowPal Rotary Broom	1	\$ 20,385.00	\$ 20,385.00
Standard Options - Per Unit				
32119039	Front Hitch w/o PTO	1	\$ 3,232.00	\$ 3,232.00
Standard Options Total				\$ 3,232.00
Dealer Attachments				
1001	Hauling	1	\$ 800.00	\$ 800.00
Dealer Attachments Total				\$ 800.00
Suggested Price				\$ 24,417.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 24,417.00

Director's Report

By Neal Ripplinger
Executive Director

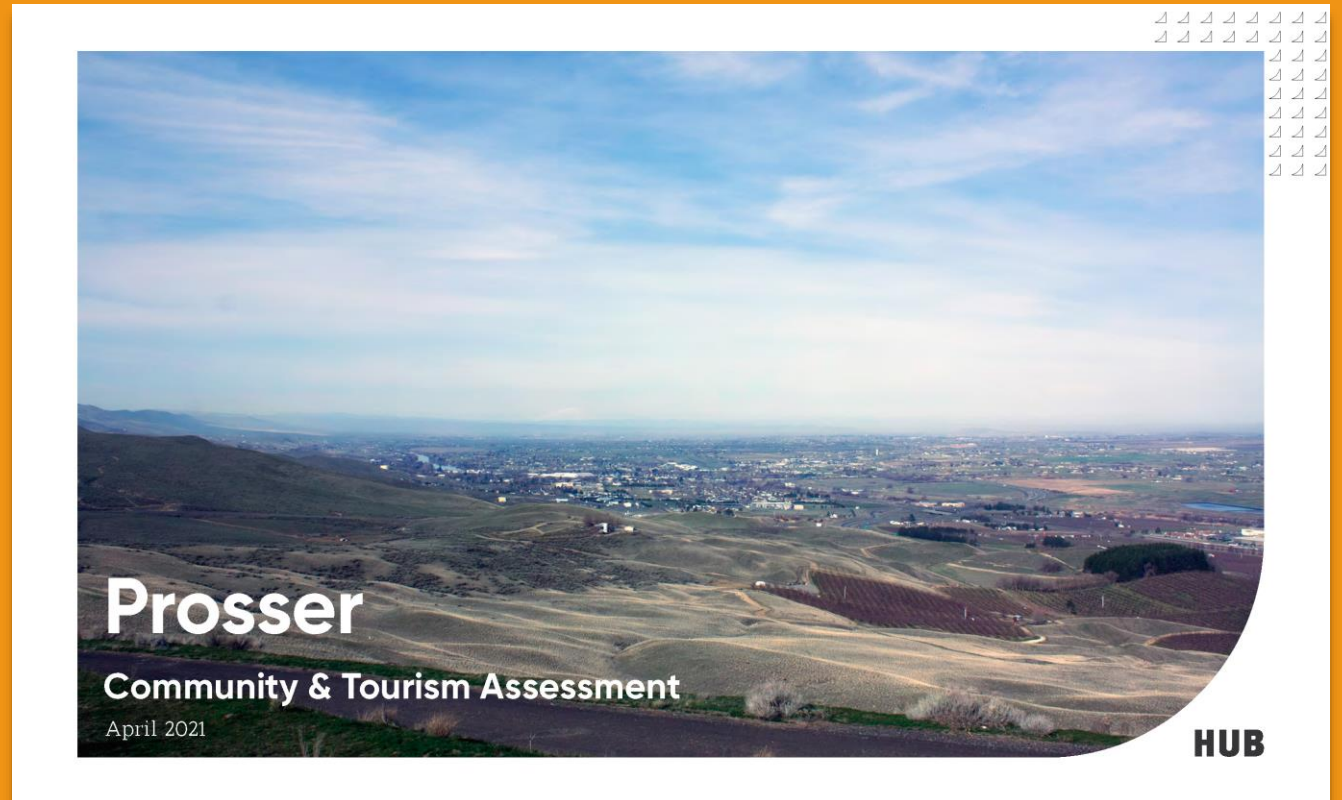




Business Retention, Recruitment & Expansion

Community Assessment

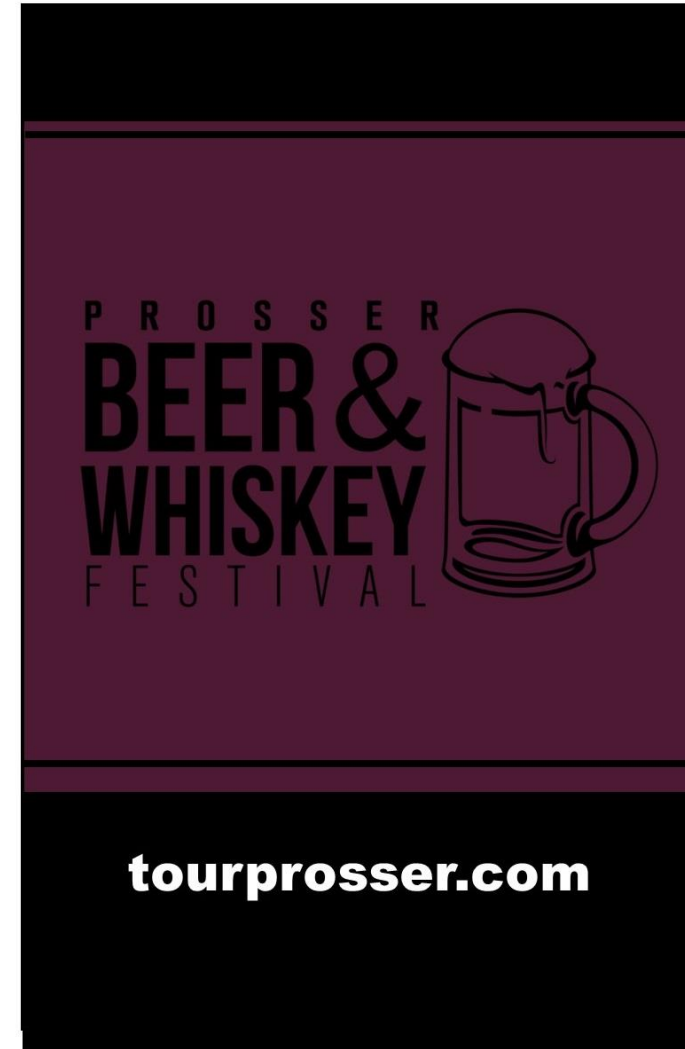
Final results
returned from
the tourism
study through
the USDA grant



Wayfinding Banners

With a goal of driving traffic from Exit-80 into downtown and advertise local events

24 x 36 overall size of banner



5" black

Logo in
WHITE
all
prints

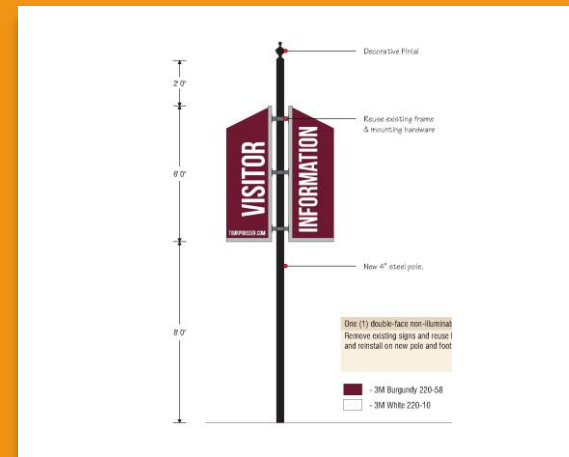
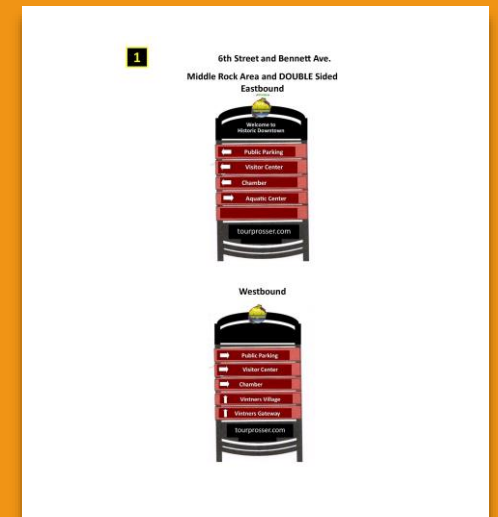
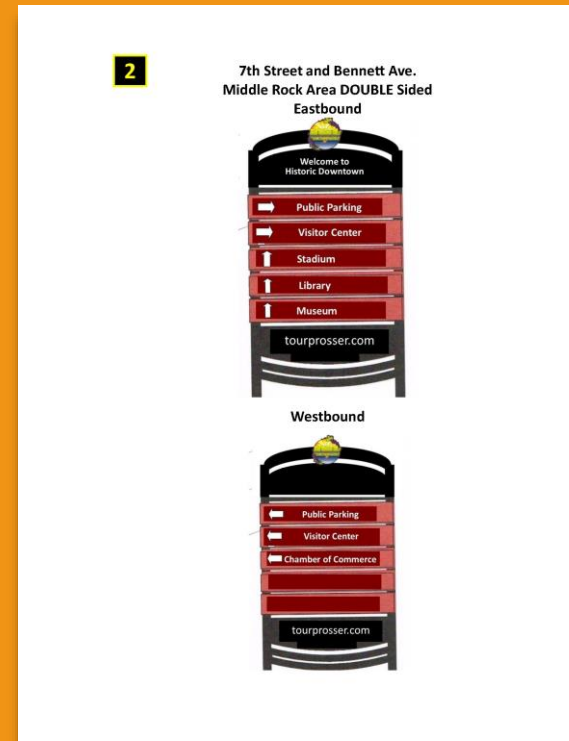
tourprosser.com

Wayfinding Signs



Wayfinding Signs

- Four new wayfinding signs to compliment existing signage
- Additional signage for the Depot/Visitor Center to engage visitors and retain wayfinding color scheme



Prosser Leadership 2020/2021

The class from 2020
will graduate in
August of 2021 after
completing all 7
classes and a
community project



TBEX North America

The largest
networking event for
travel bloggers in the
nation heading to
Tri-Cities with an
optional stop in
Prosser October 2021



Contact Information

Neal Ripplinger, Executive Director

236 Port Ave., Suite A., Prosser

Office Phone: (509) 786-3600

Cell Phone: (509) 303-8999

neal@prosser.org