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 17, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **August 10, 2021**

Review Agenda

Consent Agenda
Auditor
a. Benton County Auditor Elections Application For .GOV Domain
b. Line Item Transfer, Fund No. 0106-101, Dept. 000
Clerk
c. Copier Lease Agreement w/Ricoh
Human Services
d. Agreement w/US Department of Housing & Urban Development for the Benton County Shelter Plus Care Program
e. Contract w/Jennifer Dorsett for to Provide Technical Assistance to Prevention Coalition Coordinators
Information Technology
f. Purchase of One Year Proofpoint Email Protection Service From SHI International Corp.
g. Purchase of Seven Printers From Computer Discount Warehouse for the Auditor's Office

h. Expending Funds From the Trial Court Improvement Fund to Upgrade JAVS Digital Recording System From Justice AV Solutions

Juvenile

i. Agreement w/State of WA DSHS, Juvenile Rehabilitation Administration for Consolidated Services

Public Works

j. Approval of Construction Plans for Shaw Vineyards Short Plat & Setting the Speed Limit
k. Col Solare, LLP Franchise to Place An Irrigation System & Facilities

Purchasing

l. Contract w/C&E Trenching for the Dallas Rd/Arena Rd Traffic Safety Improvement Project

Sheriff

m. Line Item Transfer, Fund No. 0000-101, Dept. 118
n. Agreement w/King County Regional Automated Fingerprint Identification System for Remote Electronic Fingerprint Technology

Superior Court

o. Agreement w/Washington State Administrative Office of the Courts for Uniform Guardianship Act Reimbursement

Treasurer

p. Line Item Transfer, Fund No. 0000-101, Dept. 124

WSU Extension

q. Line Item Transfer, Fund No. 0000-101, Dept. 108

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

Public Hearings

Continued - Benton County Shoreline Master Program Update ~ G Wendt

Continued - Planning Ordinance Amendment #OA 2021-002 Relating to Critical Areas, General Provisions & Fish & Wildlife Habitat Conservation Areas; Amending Ordinance 609 ~ G Wendt

Ordinance Amendment #OA 2021-003 on Zoning Regulations Regarding Housing ~ G Wendt

Scheduled Business

Clerk's Office Positions Title Changes ~ J Delvin

- Line Item Transfer, Fund No. 0148-101, Dept. 106 for LPA III & Legal Process Supervisor
- Line Item Transfer, Fund No. 0146-101, Dept. 000 for Legal Process Supervisor

American Rescue Plan (ARPA) ~ M Rasmussen, L Ivey & K Ainsworth

- Office of Public Defense – Line Item Transfer for Professional & Legal Services
- Clerk's Office – Line Item Transfer for Paperless & Streamlining Work
- Prosecuting Attorney – Line Item Transfer for Court Staff & Attorneys
- Coroner – Line Item Transfer for Lead Deputy Coroner
- Coroner - Lead Deputy Coroner Salary Placement

- Coroner - Establishing the Lead Deputy Coroner Classification Description

Blake Decision ~ J Delvin

- Clerk's Office - Line Item Transfer for Legal Process Asst. IV
- Prosecuting Attorney - Line Item Transfer for Deputy Prosecuting Attorney
- Superior Court - Line Item Transfer for Case Manager & Court Commissioner

Other Business

Executive Sessions

Pending Litigation ~ R Lukson & A Morasch

Potential Litigation ~ R Brown

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, August 10, 2021, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically

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

Absent: Chairman Jerome Delvin (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; County Engineer Doug D'Hondt; Clerk Josie Delvin; Alex Garcia, IT.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of August 3, 3021 were approved.

Consent Agenda

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

Auditor
a. Surplus & Disposition of Personal Property

Commissioners
b. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123
c. Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123
d. Line Item Transfer, Fund No. 0503-101, Dept. 000

Human Services
e. Agreement w/Goodwill Industries of the Columbia, Inc. for Employment Services
f. Agreement w/Sharon Adolphsen for Parent Coalition Support

Juvenile
g. Agreement w/Kennewick School District for Detention Alternative School Program

Office of Public Defense

h. Superior Court Public Defense Services Contract w/Katherine Sierra-Kelly for Uniform Guardianship Act Cases
i. Superior Court Public Defense Services Contract w/Eric Scott for Uniform Guardianship Act Cases
j. Superior Court Public Defense Services Contract w/Asa Lamusga for Uniform Guardian
k. Renewal of the Subscription w/LinkedIn for On-Line Training
l. Superior Court Public Defense Services Contract w/Shelley Ajax for Caseload & Compensation Modification
m. Amended District Court Public Defense Contract w/Jared Hanson for Change In Status

Public Works

n. Request to Proceed w/Bid Process for 2021 Crack Seal

Purchasing

o. Purchase of Backup Storage Space From CompuNet, Inc.
p. Contract w/Frontier Fence, Inc. for Gate Replacement Project @ the Jail
q. Contract w/Express Services for Temporary Landscape Staff

Superior Court

r. Trial Court Improvement Fund Expenditure Request

Public Comment

None.

Public Hearing – Adoption of Six-Year Road Program

Douglas D'Hondt, County Engineer presented the Six-Year Road program and briefly discussed three new projects, including:

- Guardrail Safety Project
- Reata Road Widening and Pathway
- Gum Street Improvements

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

MOTION: Commissioner McKay moved to approve the 2022-2027 Six-Year Road Program as presented. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Joint Letter from Counties to Governor Inslee – Local Control

Commissioner McKay said he would be meeting with Eric Johnson, WSAC, on Thursday to discuss drafting a joint letter from counties to the State requesting to allow local jurisdictions to have local control over issues, specifically related to COVID. He said he would bring that back for Board consideration once it was complete.

Certificates of Service

Chairman Pro Tem Small recognized the following employees for their long-term service:

15 Years
- Corey Williams
- Jodi Elston
- Matthew Gunderson
- Eileen Hewitt
- Aileen Coverdell

40 Years
- Rick Moreno

Ben-Franklin Transit

Commissioner McKay said he hoped to meet with Ben-Franklin Transit later this week regarding the sales tax issue. He said he was in favor of letting the voters decide.

Payroll

Check Date: 08/05/2021

Payroll Checks
Total all funds: $2,459,235.74
Warrant #: 243261-243298
Direct Deposit #: 164009-164615

Payroll Draw Deductions/Transfers
Total all funds: $2,234,345.33
Taxes #: 101210801-101210811
ACH #: 1887-1893

Payroll Deduction Warrants
Total all funds: $129,178.33
Warrant #: 220131-220139

Accounts Payable

Check Date: 08/10/2021

P-Cards #: 0821
Total all funds: $299,917.62

Resolutions

2021-591: Surplus & Disposition of Personal Property
2021-592: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123
2021-593: Line Item Transfer, Fund No. 0000-101, Dept. 115 to 123
2021-594: Line Item Transfer, Fund No. 0503-101, Dept. 000
2021-595: Agreement w/Goodwill Industries of the Columbia, Inc. for Employment Services
2021-596: Agreement w/Sharon Adolphsen for Parent Coalition Support
2021-597: Agreement w/Kennewick School District for Detention Alternative School Program
2021-598: Superior Court Public Defense Services Contract w/Katherine Sierra-Kelly for Uniform Guardianship Act Cases
2021-599: Superior Court Public Defense Services Contract w/Eric Scott for Uniform Guardianship Act Cases
2021-600: Superior Court Public Defense Services Contract w/Asa Lamusga for Uniform Guardian
2021-601: Renewal of the Subscription w/LinkedIn for On-Line Training
2021-602: Superior Court Public Defense Services Contract w/Shelley Ajax for Caseload & Compensation Modification
2021-603: Amended District Court Public Defense Contract w/Jared Hanson for Change in Status
2021-604: Request to Proceed w/Bid Process for 2021 Crack Seal
2021-605: Purchase of Backup Storage Space From CompuNet, Inc.
2021-606: Contract w/Frontier Fence, Inc. for Gate Replacement Project @ the Jail
2021-607: Contract w/Express Services for Temporary Landscape Staff
2021-608: Trial Court Improvement Fund Expenditure Request
2021-609: Adoption of the 2022-2027 Six Year Road Program

There being no further business before the Board, the meeting adjourned at approximately 9:11 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	2021-08-17
Subject:	Benton County Auditor Elections Application For .GOV Domain
Presenter:	
Prepared By:	Lorene Roe
Reviewed By:	Brenda Chilton

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

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

Summary / Background Information

The Benton County Auditor owns and maintains an Elections website: bentonelections.com. The Benton County Auditor wishes to change this domains to a .gov environment through a federal .Gov Domain Registration program for better public perception. The letter of application is required to be signed by the county's highest elected official. The original letter of application was submitted, rejected and a newly signed letter with the recommended language from the .gov entity is now required.

Fiscal Impact

None

Recommendation

Have commissioner chair, Jerome Delvin sign the letter of application which would enable the Auditor's office to acquire a .gov environment for the Elections Division website.

Suggested Motion

Move to have Chair, Jerome Delvin, sign the letter of application, enabling the Auditor's office to acquire a .gov environment for the Elections Division website.

ROE

Benton County Auditor

Brenda Chilton, Auditor
620 Market St
Prosser, WA 99350
PHONE (509) 736-2727
www.bentonauditor.com

August 17, 2021

.Gov Domain Registration
c/o Verisign, Inc.
12061 Bluemont Way
Reston, Virginia 20190

To the .gov Program:

As Chairman of the Board of Benton County Commissioners, I request that responsibility for the domain name bentonvotesWA.gov be delegated to my municipality.

We are asking for an exception to the Independent Intrastate regulation as this is to be a county domain. We are not a state agency but a singular county department serving no other agency so we do not define ourselves as an Independent Intrastate government entity.

Our purpose behind requesting the bentonvotesWA.gov domain is to help local voters identify and distinguish the difference between official local election information and unofficial. bentonvotesWA.gov will be the official source for Benton County's election results and data, as well as directing voters to the proper channels to register to vote and/or update their registration information.

In order to obtain and maintain bentonvotesWA.gov, Benton County will meet the general and specific requirements for federal agencies, found at https://home.dotgov.gov/registration/requirements.

The following will be listed as contacts for bentonvotesWA.gov, which Benton County will keep up to date in the .gov registrar.

Administrative contact
Rene T Rojas
Election Systems Supervisor
2610 N Columbia Center Blvd, Richland, WA 99352
509-736-3085 ext. 5659
Rene.Rojas@co.benton.wa.us

Billing contact
Lorene Roe
Chief Deputy Auditor
620 Market St, Prosser, WA 99350
509-786-5620 ext. 5700
Lorene.Roe@co.benton.wa.us

Technical contact

Robert Heard
Manager-Information Technology Department
7122 W Okanogan Pl, Kennewick, WA 99336
509-737-3529
Robert.Heard@co.benton.wa.us

Security contact

Alex Garcia
Assistant Manager – Information Technology Department
7122 W Okanogan Pl, Kennewick, WA 99336
509-786-5603 ext. 3742
Alex.Garcia@co.benton.wa.us

I understand that if I wish to retire bentonvotesWA.gov, I must submit a written request to registrar@dotgov.gov.

Sincerely,

Jerome Delvin
Chairman, Benton County Board of Commissioners

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN AUDITOR'S O&M FUND NUMBER 0106101

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: B. Chilton; Auditor; Payables; IT

ROE

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr:

Fund Name: Auditor's O&M Fund Nbr: 0106101

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
514.300	3101	Supplies	$3,082	514.300	3508	Computer Repl.	$3,082
TOTAL			$3,082	TOTAL			$3,082

Explanation:

Purchase (7) printer/scanner combos for Recording workstations at the new building. O&M can cover this expense due to the legacy nature of recorded documents.

Prepared by: Lorene Roe Date: 8/3/21

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8-17-21
Subject:	RICOH Contract
Presenter:	J. Delvin
Prepared By:	E. Osborne
Reviewed By:	J. Delvin and R. Brown

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The Benton County Clerk's Office lease with RICOH is about to expire. The Benton County Clerk would like to transfer the current 60-month lease to a month-to-month lease agreement with RICOH. A letter from RICOH has been provided to allow this being transferred to a month-to-month lease. All terms and pricing remain according to the original lease agreement. A new contract is necessary.

Fiscal Impact

None-cost remains the same as the pervious 60-month lease agreement.

Recommendation

We recommend that the resolution be signed authorizing the Chairman of the Board to sign the contract.

Suggested Motion

Elaine Osborne

From: Ryan Brown
Sent: Friday, July 23, 2021 9:05 AM
To: Elaine Osborne
Cc: Josie Delvin; Ryan Lukson
Subject: RE: Ricoh Copier Contract

Elaine,

Yes, I would have the board adopt a new resolution that references it's prior one and stating that it agrees continuing to lease under the same terms on a month to month basis is appropriate. It should also authorize the chair to sign the letter from Richo and that should be attached to the resolution.

Ryan

From: Elaine Osborne <Elaine.Osborne@co.benton.wa.us>
Sent: Tuesday, July 20, 2021 3:47 PM
To: Ryan Brown <Ryan.Brown@co.benton.wa.us>; Ryan Lukson <Ryan.Lukson@co.benton.wa.us>
Cc: Josie Delvin <Josie.Delvin@co.benton.wa.us>
Subject: Ricoh Copier Contract

Ryan B/Ryan L:

Attached in our original contract with Ricoh for leasing a copy machine. Attached is also a letter to indicate how we wish to proceed with the term of our contract expiring. In working with Robert Heard in IT regarding a replacement lease, he advises that we should request that our lease be changed to a month-to-month agreement according to the attached letter. I am also attaching Robert's email for further information.

Please review and let me know if I may proceed to have this presented to the BOCC for signature.

Elaine Osborne
Chief Deputy Clerk
Benton County Clerk's Office
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
509-735-8388 x. 3708

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE MONTH-TO-MONTH LEASE AGREEMENT FOR ONE (1) COPIER FROM RICOH FOR THE BENTON COUNTY CLERK;

WHEREAS, the current lease (Resolution #2016-654) is about to expire September 29, 2021 and the Benton County Clerk would like to transfer this lease to a month to month agreement contract with Ricoh for one (1) copier for our Juvenile Office; and

WHEREAS, Resolution #2016-654 is attached hereto along with the letter from Ricoh allowing this lease being transferred to a month to month agreement according to the same terms as the lease referenced in Resolution #2016-65; and

WHEREAS, the monthly maintenance and lease agreement amounts and per copy charges remain as follows:

Juvenile Office – One (1) Ricoh Copier MP 2554
$42.74 per month - .0080 per black/white copy

NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, is hereby authorized to sign the letter between the Benton County Clerk and Ricoh converting the contract to a month-to-month lease agreement for one (1) copier.

Dated this _____ day of August 2021

_____
Chairman of the Board

_____
Member

_____
Member

Attest: _____
Clerk of the Board

cc: Josie Delvin, Benton Co. Clerk, Prosecutor

Prepared by E. Osborne

RALS

RICOH

Ricoh USA, Inc.

For Correspondence Only:
PO Box 9115
Macon, GA 31208-9115

RICOH USA, INC.
PO BOX 650073
DALLAS,TX 75265-0073

Customer Service:
800-595-1011

07/12/2021

47

BENTON COUNTY OF
ATTN: BENTON COUNTY CLERK
7122 W OKANOGAN PL BLDG A
KENNEWICK WA 99336-2359

Account Number: 1138733-3553376

Dear Valued Customer:

The initial term of the above-referenced Agreement will expire on 09/29/2021. There are several options available to you upon expiration of the Agreement, please contact your sales rep to discuss your options.

MONTH-TO-MONTH: You may continue to rent your equipment at the current payment amount and pursuant to the terms of the Agreement. If you wish to pursue this option, please forward a completed copy of this letter as your acceptance to renew the Agreement(s) on a month-to-month basis for the above equipment to StateLocalGovernmentTeams@leasingconnection.com. If the Agreement is renewed on a month-to-month basis, the terms of the Agreement will continue on such basis until either party provides the other with a thirty (30) day written notice of cancellation. At the end of or upon termination of the Agreement, you must return the equipment according to the terms and conditions of the Agreement.

RETURN: You may return the equipment in accordance with the terms and conditions outlined within the Agreement. If you wish to return the equipment, please email your request on company letterhead to Buyouts@LeasingConnection.com or fax your request to 855-804-9667 . Please include a contact name, phone number, facsimile number, email address, equipment description, and current location address of the equipment you plan to return. Please specify that you wish to return the equipment.

Thank you for allowing us to serve you. Please call us at the number listed below if you have any questions. We look forward to our continued business relationship.

Sincerely,

Customer Service
PH: 800-656-1005

BENTON COUNTY OF

By (signature): _____

Print Name: _____

Title: _____ Date: _____

Did you know we now offer online account management ?
View your account history, make payments online, and Go Green with our invoice E Deliveryprogram.
Visit www.getmyaccounts.com to get started today

Owner
RALS - OPS - 2

1311096.20210704220001.00024

RESOLUTION 2016 654

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR ONE (1) COPIER FROM RICOH FOR THE BENTON COUNTY CLERK;

WHEREAS, the current lease is about to expire and the Benton County Clerk would like to enter into a sixty (60) month contract with Ricoh to lease one (1) copier for our Juvenile Office; and

WHEREAS, attached hereto is the purchase order and a copy of the State Contract #05214 and its exhibits; these outline the fees to be charged to the Benton County Clerk for the lease of one (1) Ricoh copier; and

WHEREAS, the monthly maintenance and lease agreement amounts and per copy charges will be as follows:

Juvenile Office – One (1) Ricoh Copier MP 2554
$42.74 per month - .0080 per black/white copy

NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, is hereby authorized to sign the lease agreement between the Benton County Clerk and Ricoh for a sixty (60) month lease for one (1) copier.

Dated this 30 **day of** Aug, **20**16.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
of Benton County, Washington

cc: Josie Delvin, Benton Co. Clerk, Prosecutor

LEASE AGREEMENT
BENTON COUNTY CLERK'S OFFICE

VENDOR:	Ricoh USA
VENDOR CODE:	773319
VENDOR CONTACT:	Cindy Graffee
VENDOR CONTACT PHONE:	(208) 816-0716
VENDOR ADDRESS:	PO Box 650073, Dallas, TX 75265-0073

TYPE OF LEASE: 60 month FMV copier lease per NASPO Value Point Contract # 3091 & State of WA Contract # 50214

EFFECTIVE DATE: Upon Delivery and Installation

Description:	Term:	Monthly Price:	Total Lease Amount:
Ricoh MP2554	60 Months	$ 42.74	$ 2,564.40

Includes:
Cabinet Type F
ESP XG PCS-15D Surge Protector
Network Scan Connect
Delivery Installation Training
20% Promotional Discount Benton County
Service: billed monthly by usage only to include all service, parts, labor, drums and toner.
Fixed for a period of 60 months
B&W charge per page $0.0080

Excludes: Sales Tax

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement Contract resulting from RFP # 3091 and Washington Contract Purchase Orders will be issued to RICOH USA, Inc. # 05214

Signed:

Shon Small, Chairman
Benton County Board of Commissioners

8/30/16
Date

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
formerly WSCA-NASPO
COPIERS, PRINTERS, AND RELATED DEVICES 3091
Lead by the State of Nevada (hereinafter "Lead State")

PARTICIPATING ADDENDUM 05214
between

Ricoh USA, Inc.
(hereinafter "Ricoh USA" or "Contractor")

and

The State of Washington
(hereinafter "Participating State")

1. Scope: This addendum is a Participating Addendum pursuant to the WSCA NASPO Master Agreement Terms and Conditions executed in response to RFP #3091 by the State of Nevada (hereinafter "NASPO ValuePoint Master Agreement") and covers the Copiers, Printers & Related Devices 3091 lead by the State of Nevada 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.

MANAGED PRINT SERVICES IS OUTSIDE THE SCOPE OF THIS CONTRACT AND WILL NOT BE ALLOWED UNDER THIS CONTRACT. THIS CONTRACT IS FOR THE RENTAL, LEASE, AND PURCHASE OF EQUIPMENT AND SOFTWARE REQUIRED TO ENHANCE EQUIPMENT FUNCTIONALITY/OPERATION ONLY.

Ricoh USA has been awarded devices and services in the following categories:

Group A – Convenience Copiers
Group B – Production Copiers
Group C – Wide Format Copiers
Group D – Printers
Group E – Digital Duplicators

Ricoh USA Remanufactured products are also available. In the event of a conflict between the terms and conditions of this PA and any Amendment subject to this PA, the terms and conditions of the Amendment prevail.

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.

3. Participating State Modifications or Additions to Master Agreement:

The parties agree that Section 14.b of the Master Agreement is modified with the following:

a.) At the beginning of the paragraph insert "For Ricoh manufactured Products" before "The Contractor shall defend, indemnify..."
b.) The parties agree that Section 14.b.2 of the Master Agreement is changed with the following:
   1. Sentence three (3), is replaced with the following: "Otherwise, the Contractor shall have control over the defense and settlement of it."
   2. In sentence four (4) after "However," the following is inserted: "regarding the settlement of such claim".

3. Sentences six (6) and seven (7) are replaced with the following: "If such a claim is made or appears likely to be made, the Indemnified Party agrees to permit Contractor to enable Indemnified Party to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, Indemnified Party agrees to return the Product to Contractor on its written request. Contractor will then give Indemnified Party a credit equal to Indemnified Party's net book value provided Indemnified Party has followed generally accepted accounting principles;

This is Contractor's entire obligation to Indemnified Party regarding any claim of infringement."

4. Leases

Any equipment acquired under this contract must follow the Office of Financial Management (OFM) Statewide Administrative & Accounting Manual (SAAM) policy 30.20.

Equipment leases are subject to the Terms and Conditions of the Ricoh USA Lease Agreement, as set forth as **Exhibit A** (Ricoh USA Lease Agreement) unless otherwise agreed to. Any lease terms that do not agree with this PA will not be accepted. To initiate a lease, Buyers may issue a Purchase Order ["PO"] and reference the type of lease (FMV, Operational, or Capital Lease) on the PO or may simply sign the Ricoh USA Lease Agreement. Each PO shall be deemed to constitute a Schedule under the Terms and Conditions of the Lease Agreement. Notwithstanding anything to the contrary in this PA, in the event of a conflict between an executed Lease Agreement and the Master Agreement, the terms of the Lease Agreement will supersede and control. The Lease Agreement and each PO issued prior to the termination of this PA shall survive the termination of this PA and the Master Agreement. ***NOTE: State agencies must agree to abide by the Department of Revenue's requirements when purchasing used equipment. This shall not be construed to impose any obligation on Contractor to enforce the Department of Revenue's requirements or to limit the activities of political subdivisions.***

Lease Renewals: FMV & Operational leases are subject to automatic price reductions at time of lease renewal. 30 days prior to lease expiration, Buyers will provide written notice of intent to enter into a lease renewal. Price reduction in equipment payment are as follows (i) twelve (12) month extension - for original lease terms of thirty-six (36) or forty-eight (48) month, a twenty (20) % lease payment reduction or (ii) twenty-four (24) month extension - for original lease term of thirty-six (36) months a thirty-five (35)% lease payment reduction.

End of term: At the end of term, Lessee shall have the option to: (i) renew the schedule, not exceeding the maximum term allowed of sixty (60) months (ii) purchase the Equipment, if a state agency has approval from the Department of Revenue or (iii) return the equipment. If Lessee desires to exercise a renewal or purchase of the equipment, it shall give Ricoh USA written notice at least thirty (30) days before the expiration of such Schedule Term. Notwithstanding anything to the contrary, if lessee fails to notify RICOH USA of its intent with respect to the exercise of a renewal or purchase option, the initial schedule term shall be terminated on the date as stated in the schedule and removal of the product will be arranged. At the end of term of any Capital lease, title to the applicable equipment shall transfer to Customer, the equipment will not be returned and the related PO will not be renewed.

4. **Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

Ricoh USA

Name:	Ricoh USA, Bart Lemmon, NASPO ValuePoint National Contract Manager
Address:	70 Valley Stream Parkway, Malvern, PA 91355
Telephone:	425-255-0730
Fax:	425-228-2115
E-mail:	bart.lemmon@Ricoh USA-usa.com

Local Contact for Billing and Customer support

Name:	Todd Marron
Address:	16129 SW Palermo Tigard, OR 97223
Telephone:	503-332-9279
Fax:	503-352-9156

E-mail:	Todd.marron@ricoh usa.com

Participating Entity

Name:	Department of Enterprise Services
Address:	1500 SE Jefferson Street/PO Box 41411 Olympia, WA 98504
Telephone:	(360) 407-2210
Fax:	(360) 586-2426
E-mail:	DESITCommun@des.wa.gov

6. **Ricoh USA Authorized Dealers/Resellers:**
All Ricoh USA dealers and resellers authorized in the State of Washington, as shown on the dedicated **Ricoh USA** (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. **Ricoh USA** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. An Authorized Service Provider shall be deemed "Ricoh USA" under this PA for any PO issued directly to and accepted by such Authorized Service Provider and all references in the Lease Agreement to Ricoh USA shall be deemed to refer to such Authorized Service Provider. At the sole discretion of the State of Washington, Ricoh USA authorized dealers and resellers may be deemed unable to provide products/services under this contract. Purchasers, at their discretion, may choose which authorized dealer or reseller will provide service.

7. **Purchase Order Instructions:**
Orders can be made out to (i) Ricoh USA or (ii) Authorized Service Providers as approved by Ricoh USA and the State. All Authorized Service Providers must be registered to receive payment through the Washington State Payee Desk. See Section 17 of this Participating Addendum. To the extent Buyer and Ricoh USA agree on additional terms, the terms will be documented on the Buyer PO, or other transaction document such as a Statement of Work, signed by both parties.

All orders should contain the following (1) Mandatory Language, "PO is subject to NASPO ValuePoint Master Agreement Contract resulting from RFP # 3091 and this Washington Contract number 05214", (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease (FMV, Operational, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Ricoh USA to invoice for the Product(s). Ricoh USA will provide timely billing and Customer will notify Ricoh USA, in writing, of any billing concern. Ricoh USA will be allowed a thirty (30) day cure period upon receipt of such notification to address any such billing issue. Invoices that require update due to information being received incorrectly or late from the Buyer, are not considered inaccurate.

For Ricoh USA, Inc. Orders:

Address Purchase Orders to:	Purchases Remit Payment to:	Leases Remit Payment to:
Ricoh USA, Inc. 70 Valley Stream Parkway Malvern, PA 19355	Ricoh USA, Inc. Box 100345 Pasedena, CA 91189-0345	Address listed on invoice

For Authorized Service Provider Orders, address to and remit payments as shown on the dedicated **Ricoh USA** (cooperative contract) website or, in the case of lease payments, to the address listed on the invoice.

8. **Additional Service Level Agreement Commitments:** Ricoh will be required to provide the services levels or be assessed penalties as described in Exhibit B.

9. **Ricoh USA / WSCA Master Maintenance & Sale Agreement:**
Notwithstanding anything to the contrary in the Master Agreement, Buyers may be subject to sample "Ricoh USA WSCA Maintenance and Sale Agreement" attached and incorporated herein as Exhibit C. Unless otherwise agreed, software is provided

subject to the terms and conditions of the license applicable to such software. Any term or condition in Exhibit C that conflicts with either the NASPO ValuePoint Master Agreement 3091 or this Participating Addendum 05214 is null and void.

10. **Minority and Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman owned firms and strongly encourages such firms to become certified by OMWBE. Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Ricoh USA. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the original solicitation, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as condition for receiving an award, and bids will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original solicitation will apply. Bidders are encouraged to contact OMWBE for information on becoming a certified firm as set forth in Washington Administrative Code (WAC) Chapters 326-02 and 326-20; or for information on other certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage bidders from inviting participation from non-MWBE firms as well as MWBE firms. Prior to performance, an awarded bidder that is a MWBE or intends to use MWBE subcontractor USAs is encouraged to identify the participating firm(s) to DES.

11. **Public records and exempt information**

All documents submitted by bidders to DES as part of this procurement will become public records. They are subject to disclosure unless specifically exempt under Revised Code of Washington (RCW) 42.56 (The Public Records Act).

Confidential documents: DES strongly discourages submittal of confidential material. DES considers confidential material to be any portion of your submittal clearly marked all or in part "Confidential," "Proprietary" or "Trade Secret" (or the equivalent).

- DES reserves the right to return, reject or disqualify any submittal that includes confidential material.

Public records requests: If a public records request seeks to view or obtain a copy of your RFP submittal, and if your submittal includes content clearly marked "Confidential," "Proprietary" or "Trade Secret" (or the equivalent), DES will:

- Notify you of the date DES will disclose the requested records;
- Give you an opportunity to seek a court order that stops DES from disclosing the records.

DES will not:

- Evaluate or defend your claim of confidentiality. It is your responsibility to support your claim and take appropriate legal action to do so;
- Withhold or redact your documents without a court order.

Questions about the confidentiality of your submittal can be directed to the Procurement Coordinator or the DES Public Records Officer at (360) 407-8768 or publicrecords@des.wa.gov.

12. **Legal notices**

Any notice or demand or other communication required or permitted to be given under the contract or applicable law (except notice of malfunctioning Equipment) will be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in Section 4 Primary Contacts above. For purposes of complying with any provision in the contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form. Notices will be effective upon receipt or four (4) business days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to the contract is served upon Ricoh USA or DES, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. The Ricoh USA and DES

further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

13. **Liens, claims and encumbrances**

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, excepting those associated with securing payment to Contractor and if DES or the purchaser requests, following receipt of payment, a formal release of same shall be delivered to the respective requestor.

14. **Ricoh USA supervision and coordination**

Ricoh USA shall:

a. Competently and efficiently supervise and coordinate the implementation and completion of all contract requirements specified herein.
b. Identify Ricoh USA's Authorized Representative, who will be the principal point of contact for DES concerning Ricoh USA's performance under this contract.
c. Immediately notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this contract.
d. Be bound by all written communications given to or received from the Ricoh USA's Authorized Representative.

Violation of any provision of this section may be considered a material breach establishing grounds for contract termination.

15. **Statewide Payee Desk**

Ricoh USAs must register with the Statewide Payee Desk, maintained by DES, in order to be paid for contract sales. Washington state agencies cannot make payments to a Ricoh USA until it is registered. Registration materials are available here: Receiving Payment from the State.

16. **Management fee**

Ricoh USA will pay a management fee of 0.74 % to DES on all state contract sales/purchase price for work orders, less any freight, taxes, returns, credits or adjustments. The management fee must be rolled into Ricoh USA's current pricing, and not shown as a separate line item on an invoice. The purchase price is defined as total invoice price less sales tax.
How to determine the fee: Total sales (not including freight, taxes, returns, credits or adjustments) x .0074 = management fee.
DES may increase, reduce or eliminate the management fee, by providing thirty days advance written notice. Ricoh USA reserves the right to alter contract pricing when the management fee is adjusted. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases thirty (30) calendar days after notification unless DES grants additional time.
The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee, may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.
The management fee does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance, National Association of State Procurement Officials (NASPO ValuePoint) or governmental entities other than the state of Washington.
DES will invoice the Ricoh USA every quarter based on sales reported by Ricoh USA.

Ricoh USA will not remit payment for management fee until they receive an invoice from DES which shall be payable thirty (30) days after receipt.

Management fee payment must reference the contract number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and Ricoh USA's name as it is known to DES, if not already included on the face of the check.

17. **Contract sales report**

The management fee will be based on total contract sales, which must be reported quarterly by Ricoh USA in the Contract Sales Reporting System. DES will provide a login password and a vendor number.
For each report, Ricoh USA must identify every purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for contract termination. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for contract termination.

18. **Other required term contract reports**

DES or Purchaser may require Ricoh USA to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless the solicitation specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

19. **Common vendor-registration and bid-notification system**

Ricoh USA shall be registered in Washington's Electronic Business Solution (WEBS), the state's common vendor registration and bid notification system (www.ga.wa.gov/webs). If Ricoh USA is already registered it need not re-register. It is the sole responsibility of Ricoh USA to properly register and maintain an accurate vendor profile.

20. **Ricoh USA qualifications and requirements**

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within 10 calendar days from the date of request, and to terminate this contract as a material breach for noncompliance with any requirement of this paragraph. Ricoh USA shall maintain compliance with these requirements throughout the life of this contract.

a. **Qualified and established business**
DES may, at its sole discretion, require Ricoh USA to provide proof of their status as an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in the solicitation.

b. **Authorized Service Provider and Product Reseller certifications**
Upon request, Ricoh USA must provide evidence of its status as an authorized service provider or product reseller. Ricoh USA shall maintain its authorized service provider or product reseller status for the initial term and any extensions of the resulting contract. If this status is discontinued, this contract may be terminated.

c. **Dealer authorization**
Ricoh USA shall maintain dealer authorization from the manufacturer consistent with the requirements outlined in the original solicitation.

d. **Assignment**
Ricoh USA shall not assign or otherwise transfer its obligations or any claim arising under this contract without the prior written consent of DES. Such consent will not be unreasonably withheld. Ricoh USA shall provide a minimum of 30 calendar days advance notification of intent to assign or otherwise transfer its obligations under this contract. Violation of this provision may be considered a material breach and be grounds for contract termination. Assignment or transfer of contract shall not relieve the Ricoh USA from its responsibilities and obligations under the contract. Ricoh may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to Lease Agreements or POs; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum and the applicable Lease Agreement with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Ricoh from bearing any obligation, terms and conditions as outlined under the either the NASPO ValuePoint Master Agreement 3091 or this Washington Participating Addendum 05214.

e. **Ricoh USA authority and infringement**

Under this contract, Ricoh USA is authorized to sell only those materials, supplies, services and/or equipment as stated herein and allowed for by the contract provisions. Ricoh USA shall not misrepresent to purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment.

21. Delivery requirements

a. Delivery:

Ricoh USA must ensure that delivery of goods will be made as required in the contract terms, the Purchase Order, or as otherwise mutually agreed in writing between the purchaser and Ricoh USA. The following apply to all deliveries:

- Ricoh USA must deliver the goods during purchaser's normal work hours and within contract time frames or as otherwise mutually agreed in writing between the purchaser and Ricoh USA at the time of order placement.
- Ricoh USA must verify specific working hours of individual purchasers and instruct carrier(s) to deliver accordingly.
- The purchaser may refuse shipment when delivered after normal working hours.
- The acceptance of late delivery does not constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Ricoh USA.
- Ricoh USA must make all deliveries to the applicable delivery location as indicated in the contract or Purchase Order.
- Ricoh USA is responsible for verifying delivery conditions/requirements with the purchaser prior to the delivery.
- When applicable, Ricoh USA must take all necessary actions to safeguard items during inclement weather.
- All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this contract shall be identified by the contract identifier and the applicable purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- Ricoh USA must not initiate performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise will be borne solely by the Ricoh USA.

b. **Receipt of goods:**

Inspection and rejection: The purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered, and are ready for Acceptance. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the purchaser will promptly notify Ricoh USA. At the purchaser's option and without limiting any other rights, the purchaser may require Ricoh USA to:

- Repair or replace, at Ricoh USA's expense, any or all of the damaged goods.
- Accept the return and corresponding refund of any amounts paid for any or all of the damaged goods.
- Accept the return of any or all of the damaged goods.

c. **Acceptance:**

Acceptance shall be as specified in the contract or Purchase Order. In the event that there is a formal Acceptance Testing period required in the solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing period required, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s).

d. **Shipping and risk of loss:**

Unless the contract specifies otherwise, Ricoh USA shall ship all Goods freight prepaid, FOB purchaser's destination. The method of shipment shall be consistent with the nature of the Goods and hazards of transportation. Regardless of FOB point, Ricoh USA agrees to bear all risks of loss, damage, or destruction of the Goods ordered hereunder that occurs prior to Delivery Date and Acceptance, whichever is applicable, except loss or damage attributable to purchaser's fault or negligence; and such loss, damage, or destruction shall not release Ricoh USA from any obligation hereunder. After Delivery Date and Acceptance, whichever is applicable, the risk of loss or damage shall be borne by purchaser, except loss or damage attributable to Ricoh USA's fault or negligence.

e. **Site security:**
While on purchaser's premises, Ricoh USA, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations which are provided to Ricoh USA in writing.

f. **Installation:**
When applicable, installation shall be performed in a professional manner in accordance with Ricoh USA's standard installation practices. The premises shall be left in a neat, clean, and undamaged condition. The state reserves the right to require Ricoh USA to repair any damage caused during installation or provide full compensation as determined by the state.

g. **Labeling:**
Individual shipping cartons shall be labeled with the name of the purchaser, purchase order number (if applicable), contract number, and Ricoh USA.

h. **Hazardous materials:**
Consistent with WAC 296-839, all manufacturers and distributors of hazardous substances, including any of the items listed in this contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Customers may access MSDS information at www.ricoh-usa.com.

The Department of Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

22. Payment

Ricoh USA and their authorized dealers receiving payment in Washington are required to be registered in the Washington Statewide Vendor Payment system, prior to submitting a request for payment under this Contract.

a. **Advance payment prohibited:**
No advance payment shall be made for the Products and Services furnished by Ricoh USA under this contract. Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

b. **Payment:**
Payment is the sole responsibility of, and will be made by, the purchaser.
Under Chapter 39.76 RCW , if purchaser fails to make timely payment(s), Ricoh USA may invoice for 1% per month on the amount overdue or a minimum of $1. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified otherwise in the solicitation, net thirty (30) days will automatically apply.
Payment for materials, supplies and/or equipment received and for services rendered shall be made by purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Ricoh USA.
Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the Ricoh USA fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a 1% per month on the amount overdue thirty (30) days after notice to the Ricoh USA.

c. **Invoicing and discounts**
Ricoh USA must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.
Each invoice must be identified by the associated contract number; the Ricoh USA's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the Ricoh USA with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation. Additional invoicing and billing requirements can be found in Exhibit B Ricoh Model Service Level Agreement.

Invoices for payment will accurately reflect all discounts due the purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Ricoh USA has been accepted by the purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

23. Taxes, fees and licenses

a. **Taxes**

Where required by statute or regulation, the Ricoh USA shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Ricoh USA shall be made for federal excise taxes and the purchaser agrees to furnish Ricoh USA with an exemption certificate where appropriate. Unless and to the extent the purchaser is exempt and provides a valid exemption certificate to Ricoh USA, the purchaser agrees to pay all taxes, fees, and filing costs related to the use, ownership or possession of applicable equipment, supplies, services and/or equipment provided by Ricoh USA.

b. **Collection of retail sales and use taxes**

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Ricoh USA's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

c. **Department of Revenue registration for out-of-state Ricoh USAs**

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

d. **Fees/Licenses**

After award of contract, and prior to commencing performance under the contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractors sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

e. **Taxes on invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

f. **Overpayments to Ricoh USA**

Ricoh USA shall refund to purchaser the full amount of any erroneous payment or overpayment under this contract within thirty (30) days' written notice. If Ricoh USA fails to make timely refund, purchaser may charge Ricoh USA 1% per month on the amount due, until paid in full.

g. **Audits**

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed

will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

Contractor will assist the State in connection with its efforts to verify the completeness and accuracy of the invoices. In no event, however, will Contractor be obligated to disclose any confidential information not directly pertaining to the invoice in question.

24. Quality assurance

a. **Right of inspection**
Ricoh USA shall provide right of access to its facilities to DES, or any of DES' officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

b. **Ricoh USA commitments, warranties and representations**
See NASPO ValuePoint Master Agreement
Warranties
See NASPO ValuePoint Master Agreement
Cost of remedy
See NASPO ValuePoint Master Agreement

25. Information and communications

a. **Advertising**
Ricoh USA shall not publish or use any information concerning this contract in any format or media for advertising or publicity without prior written consent from DES.

b. **Retention of records**
The Ricoh USA shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Ricoh USA shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records shall be subject at all reasonable times to inspection, review, or audit by DES, personnel duly authorized by DES, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors. At no time may any information considered confidential by Ricoh USA be removed from Ricoh's premises.
If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

c. **Proprietary or confidential information**
To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, DES shall maintain the confidentiality of Ricoh USA's information marked confidential or proprietary. If a request is made to view Ricoh USA's proprietary information, DES will notify Ricoh USA of the request and of the date that the records will be released to the requester unless Ricoh USA obtains a court order enjoining that disclosure. If Ricoh USA fails to obtain the court order enjoining disclosure, DES will release the requested information on the date specified.
The state's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Ricoh USA of any request(s) for disclosure for so long as DES retains Ricoh USA's information in DES records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Ricoh USA of any claim that such materials are exempt from disclosure.

d. **Non-endorsement and publicity**
Neither DES nor the purchasers are endorsing the Ricoh USA's products or Services, nor suggesting that they are the best or only solution to their needs. Ricoh USA agrees to make no reference to DES, any purchaser or the State of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of DES.

e. **Protection of confidential and personal information**

Contractor recognizes that it must perform the services in a manner that protects any information of purchaser or its clients that Purchaser has clearly identified to Contractor as being confidential (such information hereafter referred to collectively as "Purchaser Confidential Information") that may be disclosed to Contractor hereunder from improper use or disclosure. Contractor agrees to treat Purchaser Confidential Information on a confidential basis. Contractor further agrees that it will not disclose any Purchaser Confidential Information without Purchaser's prior written consent to any third party except to authorized representatives of Purchaser or to employees or subcontractors of Contractor who have a need to access such Purchaser Confidential Information to perform the services contemplated under this Agreement. Purchaser Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Contractor, or (iii) information which can be established to have been independently developed and so documented by Contractor or obtained by Contractor from any person not in breach of any confidential obligations to Purchaser. Ricoh USA agrees to implement appropriate physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Purchaser agrees to notify Ricoh USA before providing PHI to Ricoh USA.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Ricoh USA must comply with all HIPAA requirements and rules as determined applicable by law. If purchaser determines that (i) purchaser is a "covered entity" under HIPAA, and that (ii) Ricoh USA will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Ricoh USA agrees to execute a mutually agreeable business associate contract in compliance with HIPAA.

Ricoh USA shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Ricoh USA and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information.

Immediately upon expiration or termination of this contract, Ricoh USA shall, at purchaser's option: (i) certify to purchaser that Ricoh USA has destroyed all confidential information; or (ii) return all confidential information to purchaser.

26. General Provisions

a. **Governing law and venue**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the federal or state courts in the State of Washington.

b. **Severability**

Severability: If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

c. **Survivorship**

All transactions executed for products and Services provided pursuant to the authority of this contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this contract or any extension thereof. Further, the terms, conditions and warranties contained in this contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this contract shall so survive. In addition, the terms of the sections titled Overpayments to Ricoh USA; Ownership/Rights in Data; Ricoh USA's Commitments, Warranties and Representations; Protection of purchaser's Confidential Information; Section Headings, Publicity; Retention of Records; Patent and Copyright Indemnification; Ricoh USA's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this contract.

d. **Independent status of Ricoh USA**
In the performance of this contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Ricoh USA shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

e. **Gifts and gratuities**
Ricoh USA shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 39.26 , RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.
Under RCW 39.26 and the Ethics in Public Service Law, Chapter 42.52 RCW, state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

f. **Immunity and hold harmless**
Contractor shall defend, indemnify, and save purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, in the performance of services under this Agreement.. Contractor's foregoing indemnity obligation herein is limited to the extent of the loss or damage caused by Contractor in performing its obligations and Contractor shall have no obligation to indemnify purchaser against its acts or omissions.

g. **Personal liability**
It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of either party, when executing their official duties or employment responsibilities in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

27. **Insurance**

The following are general insurance provisions for the State of Washington. Additional requirements specific to a good/service may be detailed elsewhere in a solicitation or its appendices.

a. **General requirements**
Ricoh USA shall, at its own expense, obtain and keep in force insurance as follows until completion of the contract. Upon request, Ricoh USA shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, upon request, may result in further contract action. Ricoh USA will endeavor to have Subcontractor (s) provide certificates of insurance evidencing all insurance requirements stated herein.
All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

b. **Specific requirements**
Ricoh USA will at all times comply with all applicable workers' compensation, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Washington will not be held responsible in any way for covered workers compensation or employers liability claims filed by Ricoh USA or their employees for services performed under the terms of this contract.
Commercial General Liability Insurance: Ricoh USA shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. The insurance shall cover bodily injury, including disease, illness and death, and property damage arising out of the Ricoh USA's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Ricoh USA waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General aggregate limits (other than products-completed operations)	$2 million
Products-completed operations aggregate	$2 million
Personal and advertising injury aggregate	$1 million
Each occurrence (applies to all of the above)	$1 million
Fire damage limit (per occurrence)	$50,000
Medical expense limit (any one person)	$5,000

c. **Business Auto Policy (BAP)**

In the event that services delivered pursuant to this contract involve the use of vehicles, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Ricoh USA, Ricoh USA shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than $1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Ricoh USA waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

d. **Additional insurance provisions**

All above insurance policies shall include, but not be limited to, the following provisions:

Additional insured:

The State of Washington and all authorized purchasers shall be an additional insured on above required all liability, and insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee 30 calendar days prior to cancellation to the policy as it relates to this contract. Written notice shall include the affected contract reference number.

e. **Insurance carrier rating**

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC

f. **Excess coverage**

The limits of all insurance required to be provided by the Ricoh USA shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Ricoh USA from liability in excess of such limits.

g. **Limit adjustments**

The state reserves the right to increase or decrease limits as appropriate.

28. Industrial Insurance Coverage

Ricoh USA shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Ricoh USA fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DES may terminate this contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Ricoh USA.

29. Nondiscrimination

During the performance of this contract, the Ricoh USA shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

30. OSHA and WISHA requirements

Ricoh USA agrees to comply with conditions of the federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued thereunder, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations.

31. Antitrust

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, the Ricoh USA hereby assigns to the State of Washington any and all of the Ricoh USA's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this contract.

32. Waiver

Failure or delay of DES or purchaser to insist upon the strict performance of any term or condition of the contract or to exercise any right or remedy provided in the contract or by law; or DES's or purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release Ricoh USA from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of DES or purchaser to insist upon the strict performance of the entire agreement by the Ricoh USA. In the event of any claim for breach of contract against the Ricoh USA, no provision of this contract shall be construed, expressly or by implication, as a waiver by DES or purchaser of any existing or future right and/or remedy available by law.

33. Disputes and remedies

a. **Problem resolution and disputes**

Problems arising out of the performance of this contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between DES or the purchaser and Ricoh USA and it cannot be resolved between the parties through the normal personnel and processing orders under the Agreement, either party may initiate the dispute resolution procedure provided herein. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within ten business days. The initiating party shall have ten business days to review the response. If after this review a resolution cannot be reached, both parties shall have five business days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after five business days, the problem will be escalated to an "Executive Reviewer." For purchaser, the dispute will be escalated to the agency head. For Contractor, the dispute will be escalated to the appropriate Vice President responsible for the purchaser account. The Executive Reviewers will review the written descriptions of the dispute, gather additional information as needed, and shall have ten business days to meet and attempt to negotiate a mutually acceptable resolution. Each party shall bear the cost for its Executive Reviewer. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using an Executive Reviewer whenever possible. If the Executive Reviewers cannot reach a mutually agreeable settlement, either party is free to take action as permitted under the Agreement or applicable law.

b. **Administrative suspension**

When it in the best interest of the state, DES may at any time, and without cause, suspend the contract or any portion thereof other than the payment obligations thereunder for a period of not more than thirty (30) calendar days per event by written notice from DES to the Ricoh USA's Representative. Ricoh USA shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Ricoh USA can be

demanded and required to resume performance within the Thirty (30) day suspension period by DES providing the Ricoh USA's Representative with written notice of such demand.

c. **Force majeure**
The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of war, riots, strikes, fire, floods, windstorms, epidemics or other similar occurrences.
Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this contract if, and to the extent that, such party's performance of this contract is prevented by reason of force majeure.
Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

d. **Alternative dispute resolution fees and costs**
In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

e. **Non-exclusive remedies**
The remedies provided for in this contract shall not be exclusive but are in addition to all other remedies available under law.

34. Liquidated damages

a. **Liquidated damages - General**
DES and or the purchasers and the Ricoh USA agree that the liquidated damages provisions in the contract are a reasonable forecast of the actual damages that would be suffered by the purchaser in the event of Ricoh USA's nonperformance, that such liquidated damages are not a penalty but represent the reasonable compensation due purchaser in the event of a breach, and that such liquidated damages will be assessed as set forth herein.
Any delay by Ricoh USA in meeting the Delivery Date, Installation Date, maintenance or repair date, or other applicable date set forth in this contract will interfere with the proper implementation of purchaser's programs and will result in loss and damage to purchaser.
As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, purchaser and Ricoh USA agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following subsections and the parties agree that Ricoh USA shall pay such amounts as liquidated damages and not as a penalty.
Liquidated damages provided under the terms of this contract are subject to the same limitations as provided in the section titled Limitation of Liability.

b. **Limitation of liability** – See NASPO ValuePoint Master Agreement

c. **Federal funding** (if applicable)
If a purchaser intends to use federal funds to acquire products under this Agreement, the purchaser must disclose this intent to Ricoh USA prior to placing any order for goods or services. The purchaser must also provide Ricoh USA with a description of whatever additional information requirements or other obligations which would apply to Ricoh USA. If after such disclosure, Ricoh USA accepts the order Ricoh USA may be required to provide additional information (free of charge) at the request of DES or purchaser. Further, Ricoh USA may be subject to those federal requirements specific to the commodity.

35. Debarment and suspension

Respondent certifies, that neither it nor its affiliates presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any government agency. Respondent

also agrees to notify DES if its debarment status changes during the bid process or after receiving notice of contract award, if any.

36. Contract termination

a. **Material breach**
A Ricoh USA may be terminated for cause by DES, at the sole discretion of DES, for failing to perform a material contractual requirement or for a material breach of any term or condition that Ricoh USA fails to cure or commence a good faith effort to cure within thirty (30) days after receiving written notice of the breach. Material breach of a term or condition of the contract may include but is not limited to:

- Ricoh USA failure to perform services or deliver materials, supplies, or equipment by the date required in accordance with the contract terms or by an alternate date as mutually agreed in a written amendment to the contract;
- Ricoh USA failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
- Ricoh USA becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
- Ricoh USA becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Ricoh USA's proper performance hereunder;
- Appointment of any receiver, trustee, or similar official for Ricoh USA or any of the Ricoh USA's property and such appointment endangers the Ricoh USA's proper performance hereunder;
- A determination that the Ricoh USA is in violation of federal, state, or local laws or regulations and that such determination renders the Ricoh USA unable to perform any aspect of the contract.

b. **Termination of the Contract** shall not be deemed a termination of a purchase order or Lease Agreement for the lease or rental of equipment under this Contract, unless such breach directly affects Contractor's performance of its contractual obligations with respect to the applicable lease.

c. **Opportunity to cure**
In the event that Ricoh USA fails to perform a contractual requirement or materially breaches any term or condition, DES may issue a written cure notice providing Ricoh USA with at least a thirty (30) day period of time in which to cure. Time allowed for cure shall not diminish or eliminate Ricoh USA's liability for liquidated or other damages, or otherwise affect any other remedies available against Ricoh USA under the contract or by law.
If the breach remains after Ricoh USA has been provided the opportunity to cure, DES may do any one or more of the following:

- Pursue resolution according to the Disputes and Remedies clause of this contract.
- Exercise any remedy provided by law or this contract;
- Terminate this contract and any related contracts or portions thereof; Seek from a court of competent jurisdiction the right to impose actual or liquidated damages
- Suspend or bar Ricoh USA from receiving future solicitations or other opportunities;

d. **Termination for cause**
In the event the Participating State's Contract Administrator reasonably determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach (if Contractor fails to cure within the thirty day notice period or commence a good faith effort to cure), the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Participating State's Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Participating State's Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. Termination of the Contract shall not be deemed a termination of a purchase order or Lease Agreement for the lease or rental of equipment under this Contract, unless such breach directly affects Contractor's performance of its contractual obligations with respect to the applicable lease.

In the event of termination, the Participating State shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market.

e. If it is determined that: (i) the Contractor was not in material breach; or (ii) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience," Provided, however, that termination of the Contract for convenience shall not terminate any existing purchaser order or Lease Agreement for the lease or rental of Equipment under this Contract and the Participating State or Purchaser shall have no right to terminate its payment obligation pursuant to such order. The rights and remedies of the Participating State and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

f. **Termination for convenience**
Except as otherwise provided in this contract, DES, at the sole discretion of DES, may terminate this contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Ricoh USA. If this contract is so terminated, purchasers shall be liable only for payment required under this contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the purchaser prior to the effective date of contract termination. Neither DES nor the purchaser shall have any other obligation whatsoever to the Ricoh USA for such termination. This Termination for Convenience clause may be invoked by DES when it is in the best interest of the State of Washington.

Notwithstanding the foregoing, such termination of this Participating Amendment, will not affect any Purchase Order, Lease Agreement or transaction entered into prior to such termination.

g. **Termination for withdrawal of authority**
In the event that DES and/or purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this contract and prior to normal completion, DES may terminate this contract, in whole or in part, by seven calendar days written notice, or other appropriate time period, to Ricoh USA. Notwithstanding the foregoing, such termination of this Participating Addendum, will not affect any Purchase Order, Lease Agreement or transaction entered into prior to such termination.

h. **Termination for non-allocation of funds**
Provided that Purchaser has used its good faith effort to secure funding during the Contract Period, if funds are not allocated to Purchaser to continue this Contract in any future period, Purchaser may terminate this Contract by thirty calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay for charges incurring after the effective date of termination for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current period. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. Purchaser's written notice shall include a statement declaring the lack of appropriated funds as the reason for termination and agree not to replace the product or service being terminated with product or services with functions similar to those performed by Contractor under this Contract from another vendor.

i. **Termination for conflict of interest**
DES may terminate this contract by written notice to Ricoh USA if it is determined, after due notice and examination, that any party to this contract has violated Chapter 42.52 RCW , Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this contract is so terminated, DES and/or purchaser shall be entitled to pursue the same remedies against Ricoh USA as it could pursue in the event that the Ricoh USA breaches this contract.

j. **Termination by mutual agreement**
DES and the Ricoh USA may terminate this contract in whole or in part, at any time, by mutual agreement provided, however that termination of the Contract will not terminate any existing purchase order or Lease Agreement for the lease or rental of equipment under the Contract.

k. **Termination procedure**
In addition to the procedures set forth below, if DES terminates this contract, Ricoh USA shall follow any procedures DES specifies in the termination notice.

Upon termination of this contract and in addition to any other rights provided in this contract, DES may require the Ricoh USA to deliver to the purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The purchaser shall pay to Ricoh USA the agreed upon price, if separately stated, for completed work and service(s) Accepted by the purchaser, and the amount agreed upon by Ricoh USA and the purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the purchaser., and (iv) the protection and preservation of property, unless the termination is for cause, in which case DES and the purchaser shall determine the extent of the liability of the purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The purchaser may withhold from any amounts due the Ricoh USA such sum as DES and purchaser determine to be necessary to protect the purchaser against potential loss or liability.

The rights and remedies of DES and/or the purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by DES, Ricoh USA shall:

- Stop all work, order fulfillment, shipments, and deliveries under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the contract except as is necessary to complete or fulfill such portion of the contract that is not terminated;
- Complete or fulfill such portion of the contract that is not terminated in compliance with all contractual requirements;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DES and/or the purchaser to the extent DES and/or the purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
- Upon the satisfaction of all payment obligations of the Purchaser transfer title to the purchaser and deliver in the manner, at the times, and to the extent directed by DES on behalf of the purchaser any property which, if the contract had been completed, would have been required to be furnished to the purchaser;
- Make arrangements with DES and/or the applicable purchaser to retake possession of any Products leased pursuant to a terminated Lease Agreement
- Take such action as may be necessary, or as DES and/or the purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Ricoh USA and in which DES and/or the purchaser has or may acquire an interest.

I. **Treatment of Assets**

Title to all property furnished by DES and/or purchaser shall remain with DES and/or purchaser, as applicable. Any property of DES and/or purchaser furnished to the contractor shall, unless otherwise provided herein or approved by DES and/or purchaser, be used only for the performance of this contract.

Subject to the terms and conditions of this contract, the contractor shall be responsible for damages as a result of any loss or damage to property of DES and/or purchaser which results from the negligence of the contractor or which results from the failure on the part of the contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.

If any DES and/or purchaser property is lost, destroyed, or damaged, the contractor shall immediately notify DES and/or purchaser and shall take all reasonable steps to protect the property from further damage.

The contractor shall surrender to DES and/or purchaser all property of DES and/or purchaser prior to settlement upon completion, termination, or cancellation of this contract.

Title to all Equipment furnished by the contractor for a purchase transaction, the cost for which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the purchaser upon delivery of such Equipment by the contractor and Acceptance by the purchaser. As used above, "Equipment" does not include software, which, to the extent provided, is subject to the terms and conditions of the license agreement

applicable to such software. The foregoing notwithstanding, title to any leased Equipment (except for Equipment subject to a Capital Lease) shall remain with Ricoh USA (or its assignee).
All reference to the contractor under this clause shall also include contractor's employees, agents or subcontractors.

37. Meter Collection Methods:
As part of its Services, Ricoh USA may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services using technology such as its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades.

38. Maintenance Service for Kodak Nexpress Products:
Buyers must execute a Kodak Maintenance Agreement directly with Kodak for service on Nexpress products and Kodak is solely responsible for such service.

39. Individual Customer:
Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Ricoh USA will apply the charges to each Participating Entity individually. This Participating Addendum 05214 and the Master Agreement 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected unless accepted by signature of both Buyer and Ricoh USA as stated in Section 7 of this PA. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Washington:	Ricoh USA, Inc.:
By: Neva Peckham KK	By:
Name: Neva Peckham	Name: Tom Brown
Title: Contracts Specialist	Title: VP, Government & Higher Education
Date: 6/18/15	Date: 6/18/15
Name: Scott Smith	Scott Smith
Title: Contracts Manager - IT	
Date:	6/22/15
	6/25/15
Name: Christine Warnock	
Title: NASPO ValuePoint Director	

Date:	

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

RICOH

EXHIBIT A

NASPO ValuePoint Ricoh - Master Lease Agreement - Master Contract 3091

Number:_____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
	Facsimile Number		E-mail Address	

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

1 Agreement. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.

3 Term, Payments. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay $25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.

5 Taxes and Fees. In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when

billed by the jurisdictions, or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or $10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. Loss or Damage. You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. Indemnity, Liability and Insurance. (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. Software or Intangibles. To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. Default. Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Ownership of Product, Assignment YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld) You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment

14. Renewal; Return of Product AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL IMMEDIATELY TERMINATE Notwithstanding the foregoing, you may extend the original term of any Schedule by issuance of an acceptable Customer Purchase Order pursuant to the extension options outlined in the applicable State Participating Addendum to WSCA Master Contract 3091 prior to the expiration of the original term of such Schedule. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information,

including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request

16. Governing Law, Jurisdiction, Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof, and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) Assignment You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By X _____ *Authorized Signer Signature* Printed Name _____ Title _____ Date: _____ Facsimile Number _____	**Accepted by: RICOH USA, INC.** By _____ *Authorized Signer Signature* Printed Name _____ Title _____ Date _____ Facsimile Number. _____

Exhibit B

RICOH MODEL SERVICE LEVEL AGREEMENT (SLA)

1 BUYER LEVEL SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Buyer with a defined replacement process for equipment performing below expectations. This SLA does not implicate or involve lease related invoicing rather it involves equipment performance and maintenance issues. Any penalties shall be awarded to the Buyer as a credit on the following period's service and supplies invoice.

1.2 Buyer Service Level Agreement

Ricoh agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Ricoh and the State.

1.3 Calculation of Service Level Points

Once per quarter, upon written request by the Buyer, Ricoh will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**

Average On-Site Response Time (in Hours)	4 or Less	4.1 – 5	5.1 - 6	6.1 - 7	7.1 or more
Possible Points	4	3	2	2	0
	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

	Target Level	**Below Target 1**	**Below Target 2**	**Below Target 3**	**Below Target 4**
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

1.4 Equipment Performance

Ricoh guarantees that the Buyer's fleet specified within any maintenance agreement, for units within the Urban service area, will average the monthly uptime as measured on a quarterly basis by product segment listed below.

Group	**Devices**	**Segments**	**Quarterly Uptime**
A	**Copiers Black & White**	**All**	**96%**
B	**Copiers Color**	**All**	**96%**
C	**Wide Format Devices**	**All**	**96%**
D	**Printers (Color and Black &White)**	**All**	**96%**
E	**Digital Duplicators**	**All**	**96%**

If any unit fails to maintain this level of performance for the monthly uptime, excluding service calls caused by operator error, provided Ricoh has been given a sixty (60) day cure period, that unit will be subject to replacement at the Buyer's discretion on a like-for-like basis with then current technology. Prior to installing a

substitute product, Ricoh will be allowed sixty (60) days to remedy any quality or reliability issues. The 96% uptime requirement shall not apply to devices whose uptime depends, in large part, on the operator's efficiency in replacing operator replaceable components.

Should Ricoh determine that it cannot maintain a unit of Equipment or an Accessory in good working order, Ricoh shall, at its own expense, **replace such Equipment** with another unit of the same product designation as that Equipment (a "replacement unit") and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. The replacement unit will be in "as new" condition, both in operation and appearance. In addition, all warranties and maintenance coverage that applied to the removed unit will also apply to the permanent replacement equipment.

A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by The Ricoh WSCA Master Maintenance & Sale Agreement. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

1.5 Additional Vendor Obligations

1.5.1 **Training** – On-going training as requested by the Buyer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support.
To aid Buyer after the training session, Ricoh will provide a manual for every device for reference purposes. In addition, Ricoh will offer Quick Reference Guides and 24-hour toll-free end-user technical support for everyday minor troubleshooting.

1.5.2 **Loaner Unit/Backup Production** – If any unit is inoperable due to equipment malfunction for a period in excess of 72 hours, as determined solely by Ricoh, Ricoh shall provide the Buyer with either:

i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or

ii) Provide the Buyer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Ricoh. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

1.5.3 **Invoicing – Ricoh** shall maintain timely, accurate invoicing, less service run impressions, as defined below. The assigned copy machine operators, back-up personnel, and office personnel shall respond in a timely manner to the Ricoh's e-mails, facsimiles, and phone calls in providing the readings. Receiving meters from Buyer is a necessary step in the process of generating a complete and accurate invoice. Invoices that are generated without receiving the proper meter read information, due to the Buyer's failure to provide such meter by the last day of the month, are not considered inaccurate. Failure on the Ricoh's part to maintain the Service levels as defined in the table below shall result in a $50.00 per instance credit on the following invoice, provided Buyer has provided written notice of any such alleged invoicing problem and Ricoh has been allowed a 30 day cure period after such notice to address any such issue.

Measurable	Service Level
Timely Invoicing	Maintenance invoices will be submitted no later than the 25th of the month immediately following the close of a billing period.
Accurate Invoicing	Maintenance invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

EXHIBIT C

WSCA MASTER MAINTENANCE & SALE AGREEMENT

CUSTOMER INFORMATION					
Legal Name					
Bill To Address					
City		State		Zip Code	

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") identified on an Order (defined below) entered into pursuant to WSCA Contract #3091 hereunder and/or provide the services identified on an Order ("Services") entered into hereunder to Customer (defined above) from time to time. Either party may terminate the "master" arrangement contemplated by this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order Form (each an "Order") placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

The following terms shall apply to all Service transactions:

1. **Services**. (a) In order to obtain Services from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing WSCA Contract #3091, Applicable State Participating Amendment, and this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the specific equipment to be serviced, the term of the Service engagement, the location at which Services shall be performed and the applicable Service charges for such Order. Ricoh will not be responsible to provide Services for equipment, in the event the term or locations are not identified on the Order accepted by Ricoh.
(b) Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Failure to permit Ricoh to repair or replace the Serviced Products shall result in a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. Except for hard drives on Customer-owned equipment, all parts removed due to replacement will become the property of Ricoh.
(c) The Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) (unless covered under an extended hour service contract) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided for in this Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; and (xi) repairs of damage or increase in service time caused by force majeure events. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls**. Service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. Customer is responsible for disconnecting, repairing and re-connecting unauthorized attachments or components.

3. **Reconditioning**. Reconditioning and similar major overhauls of Serviced Products may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Serviced Products in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the Service Charges payable under the Order).

4. **Engineering Changes**. Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Ricoh Equipment (defined below) covered herein will be made at Customer's request at Ricoh's applicable time and material rates then in effect.

5. **Term**. Each Order shall become effective on the effective date of the Order and shall continue for the term identified in the Order. At the expiration of the initial term or any extended term of the Order, it will automatically, subject to applicable law and without further action required by either party, renew for an additional twelve (12) month period, provided that Customer is not then in default. The contracted rate will be adjusted to Ricoh's then-prevailing rates, to be reflected in an automatic increase as of the renewal date, and Customer expressly consents to such adjustment without additional notice.

6. **Early Termination**. Customer may terminate any Order under this Agreement prior to its maturity so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. As set forth in the WSCA Contract 3091, Section 5.4.2.3, termination charges of the Service contract will not exceed 4 times the monthly base or 25% of the remaining term whichever is less. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in this Order; or (ii) in the event this Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

7. **Service Charges**. (a) Service charges ("Service Charges") will be set forth on an Order and will be payable by the Customer in advance. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) the Toner Inclusive Program (if applicable) is based on manufacturer supply consumption rates. Delivery of supplies will not exceed agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies. Customer agrees to pay when due, all taxes, where applicable, related to an Order, excluding taxes on the income of Ricoh. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

8. **Use Of Recommended Supplies; Meter Readings**. (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Product or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Product. If so terminated, Customer will be offered Service on a "Per Call" basis at Ricoh's then-prevailing time and material rates.

(b) If Ricoh determines that Customer has used more supplies than the manufacturer's recommended specifications as provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments. Customer agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings and Customer agrees to pay Service Charges based on such estimated meter reads. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings.

(c) As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **@Remote cannot and does not collect Customer document content or user information**. Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to @Remote. In the event Customer does not rely on automatic meter reading devices or equipment monitoring services; Ricoh reserves the right to assess a surcharge for manual meter reads in addition to the Service Charges.

9. **Basic Connectivity Services**. If any software, system support or related connectivity Services are specifically set forth on an Order and accepted by Ricoh, Ricoh shall provide any such Services at the Customer's location set forth in the Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Customer acknowledges that Ricoh's performance of any such Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order, as applicable. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

10. **IT Services and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh by executing and delivering to Ricoh an Order for acceptance and by executing a Statement of Work ("SOW") setting forth the specific services to be provided. The applicable Order applies to Ricoh IT Services or other professional services (the "ITS/PS Services"). Ricoh shall provide any such ITS/PS Services at the Customer's location(s) or on a remote basis as set forth in the SOW. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such ITS/PS Services. Customer acknowledges that Ricoh's performance of any such ITS/PS Services are dependent upon Customer's timely and effective performance of its responsibilities as set forth in the SOW. Estimated delivery and/or service schedules contained in any Order or SOW are non-binding estimates. Intellectual property rights, if any, arising from the ITS/PS Services provided under any SOW shall remain the property of Ricoh.

11. **Customer Obligations**. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

12. **Insurance. At all times during the term of this Agreement, each party agrees to obtain and maintain in effect the following polices of insurance written as primary coverage and not contributing with or in excess of any coverage which each party may carry. These policies will be issued by an insurance carrier with a Best's rating of at least A, VII, which affords the following coverages through self insurance or otherwise: (a) Workers' Compensation Insurance for all such party's employees, including coverage under the applicable state and federal laws where the work will be performed. Each party shall also require that all of its subcontractors maintain similar Workers' Compensation coverage. (b) Employer's Liability Insurance, typically coverage B of the Workers' Compensation policy, with limits of a minimum of: (i) $1,000,000 for each accident for bodily injury by accident, (ii) $1,000,000 for bodily injury by disease, and (iii) $1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar Employer's Liability coverage. (c) Commercial General Liability Insurance that includes the other party as an additional insured. Limits shall be a minimum of: $1,000,000 per occurrence for bodily injury and property damage and (ii) $2,000,000 annual aggregate. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance. Customer shall provide satisfactory evidence of above coverage and failure to provide or request satisfactory evidence of said coverage does not represent a waiver of the requirements for insurance coverage noted above.**

13. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of $1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

The following terms shall apply to all Product sale transactions:

14. **Order, Delivery and Acceptance**. In order to purchase Products from Ricoh hereunder, Customer will either (i) execute an Order (in a form to be provided and executed by Ricoh) referencing this Agreement, or (ii) issue a valid and signed purchase order to Ricoh (each referred to in this Agreement as an "Order"). Each Order must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products or Services for which such information is not provided in an Order accepted by Ricoh. Unless otherwise agreed upon by both parties in writing, (a) delivery of Products to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, actual delivery by such vehicle to Customer shipping point, shall constitute delivery to Customer, and (b) Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Unless otherwise agreed upon by both parties in writing, signing the delivery and acceptance certificate constitutes Acceptance of the Product(s) and allows Ricoh to invoice for the Product(s). Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

15. **Returns; Damaged Products**. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

The following terms shall apply to all transactions:

16. **Warranty**. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, or, (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF REVENUE, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, OR THE USE OR PERFORMANCE OF THE RICOH EQUIPMENT OR THE LOSS OF USE OF THE RICOH EQUIPMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, IF ANY, UNDER THIS AGREEMENT, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID TO RICOH THEREUNDER DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Customer must comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Products, such as periodic software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the third party supplier of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier.

17. **Data Management**. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Serviced Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.

18. **Payment; Risk of Loss; Taxes**. Payment terms are net thirty (30) days. If invoices are unpaid and overdue past 45 days, Customer agrees to pay Ricoh a late charge of one (1.%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit if brought. All remedies hereunder or at law are cumulative; provided, however, that the sole remedy of Customer for any Services not performed in accordance with the Service terms set forth in this Agreement shall be the prompt and proper re-performance of such Services at no additional charge. Unless otherwise agreed upon by both parties in writing, Customer assumes all risk of theft, loss or damage, no matter how occasioned, to all Products covered by this Agreement following delivery by Ricoh to common carrier or, in the case of an arranged delivery by a local Ricoh installation vehicle, delivery by such vehicle to Customer shipping point. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

19 **Default** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any renewal thereof. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the early termination fee described in the Early Termination Section above.

20. **Confidentiality; Non-Solicitation; Independent Contractors**. Except for the purposes set forth in the applicable Order, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

21. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery or Products or Services occasioned by causes beyond Ricoh's control, including without limitation strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

22. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products; and may not be amended except in writing signed by an officer or authorized representative of Ricoh. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements, including but not limited to, statements or representations made in sales presentations or sales proposals, by any Ricoh agent, employee or representative that differ in any way from the terms of this Agreement shall be given no force or effect. This Agreement shall be governed solely by these terms and conditions, notwithstanding the inclusion of any additional or different terms and conditions in any order document of any kind issued by Customer at any time. Purchase Orders issued by Customer for Products and/or Services from Ricoh, even if they do not expressly reference or incorporate this Agreement, shall be subject to this Agreement and service only to identify the Products and/or Service ordered and shall not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. This

Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document.
Any notices required under this Agreement should be sent to: 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

RICOH USA, INC.

By: _____

Name: _____

Title: _____

Date: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	2020 (FY) Continuum of Care Program Grant Agreement
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

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

Type of Agenda Item:

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

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

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

Summary / Background Information

The United States Department of Housing and Urban Development (HUD) has entered into an agreement with Benton County Department of Human Services to operate the Benton County Shelter Plus Care Program through the 2020 Continuum of Care Program Grant Agreement.

The program is designed to: promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness

Fiscal Impact

Amount: Total grant amount of $118,251.00

Fund: 0108-101 Human Services Budget

Budget Period: 11/1/21-10/31/22

Recommendation

Approve signing Original Continuum of Care (CoC) Program Grant No: WA0072L0T012013, FY 2020 Continuum of Care Program Grant Agreement with United States Department of Housing and Urban Development.

Suggested Motion

Move to approve signing Original Continuum of Care (CoC) Program Grant No: WA0072L0T012013, FY 2020 Continuum of Care Program Grant Agreement with United States Department of Housing and Urban Development and to authorize the Chair to sign on behalf of the Board.

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING SCOPE OF WORK TO THE CONTINUUM (CoC) OF CARE PROGRAM GRANT NUMBER: WA0072L0T012013 BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

WHEREAS, the United States Department of Housing and Urban Development (HUD) would like to enter into an agreement with Benton County Department of Human Services to operate the Benton County Shelter Plus Care Program through the 2020 FY Continuum of Care Program Grant Agreement; and

WHEREAS, the Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389); and

WHEREAS, the program is designed to: promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness; NOW, THEREFORE,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the Scope of Work for Continuum of Care (CoC) Program Grant Number: WA0072L0T012013, between the United States Department of Housing and Urban Development (HUD) and Benton and Franklin Counties Department of Human Services, to operate the Benton & Franklin Counties Shelter Plus Care Program, for a total grant amount of $118,251.00; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the November 1, 2021 and ends on October 31, 2022.

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

TMcKeirnan

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 First Avenue Suite 200
Seattle, WA 98104

Grant Number (FAIN): WA0072L0T012013
Tax ID Number: 91-6001296
DUNS Number: 083738997

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Benton & Franklin Counties Department of Human Services (the "Recipient").

This Agreement, the use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the operation of projects assisted with Grant Funds are governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"), the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time, and the Fiscal Year (FY) 2020 Continuum of Care (CoC) Program Non-competitive Funding Notice, Notice CPD-21-01. Capitalized terms that are not defined in this Agreement shall have the meanings given in the Rule.

Only the project listed below is funded by this Agreement. HUD's total funding obligation for this grant is $118,251, allocated between budget line items, as shown below.

Project No.	Grant Term	Budget Period/Performance Period	Total Amount
WA0072L0T012013	12	11/1/2021 - 10/31/2022	$118,251

allocated between budget line items as follows:

a. Continuum of Care planning activities	$0
b. Leasing	$0
c. Rental assistance	$109,092
d. Supportive Services	$0
e. Operating costs	$0
f. Homeless Management Information System	$0
g. Administrative costs	$9,159
h. Relocation costs	$0
i. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the start date of the award budget period/performance period, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

The budget period/performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period/performance period (or final operating year for Supportive Housing Program (SHP) and Shelter Plus Care (S+C) grants being renewed for the first time) under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant agreement being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period/performance period (or final operating year for SHP and S+C grants being renewed for the first time) under the grant that has been renewed.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period/performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

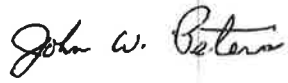
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Jack Peters, Director
(Typed Name and Title)

July 12, 2021
(Date)

RECIPIENT

Benton & Franklin Counties Department of Human Services
(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

INDIRECT COST RATE SCHEDULE

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Tammy McKeirnan

From: Eric Andrews
Sent: Wednesday, August 4, 2021 11:20 AM
To: Tammy McKeirnan
Subject: RE: S+C

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: Tammy McKeirnan <Tammy.McKeirnan@co.benton.wa.us>
Sent: Wednesday, July 28, 2021 5:52 PM
To: Eric Andrews <Eric.Andrews@co.benton.wa.us>
Subject: S+C

Can you please review the contract. Thank you!

Tammy McKeirnan
Budget & Finance Analyst
Benton & Franklin Human Services
509-783-5284 ext. 3914
Tammy.mckeirnan@co.benton.wa.us

From: hscopier.canon@co.benton.wa.us <hscopier.canon@co.benton.wa.us>
Sent: Wednesday, July 28, 2021 1:26 PM
To: Tammy McKeirnan <Tammy.McKeirnan@co.benton.wa.us>
Subject: Attached Image

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17 2021
Subject:	#PSC-2021/2022-DORSETT-PREV-00
Presenter:	
Prepared By:	Mari Clark, DHS Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

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

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

Summary / Background Information

Benton County Department of Human Services would like to enter into Professional Service Contract #PSC-2021/2022-DORSETT-PREV-00 with Jennifer Dorsett to provide technical assistance to the prevention coalition coordinators as needed and provide presentations of "Hidden in Plain Sight" to members of our community.

Fiscal Impact

Amount: $22,000.00

Fund: Funding for the services described in this Professional Service Contract is provided by the Liquor Excise Tax dollars. **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 Professional Service Contract
- Approve the proposed Professional Service Contract 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 EXECUTION OF PROFESSIONAL SERVICE CONTRACT #PSC-2021/2022-DORSETT-PREV-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND JENNIFER DORSETT

WHEREAS, this Professional Service Contract with Jennifer Dorsett, will provide technical assistance to the prevention coalition coordinators when needed and presentations of Hidden In Plain Sight to community members; NOW THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the Professional Service Contract #PSC-2021/2022-DORSETT-PREV-00 between Benton County Department of Human Services and Jennifer Dorsett; 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, Professional Service Contract #PSC-2021/2022-DORSETT-PREV-00, for a maximum consideration amount not to exceed twenty-two thousand dollars and no cents ($22,000.00); and

BE IT FURTHER RESOLVED, that the Professional Service Contract shall be effective June 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

cc: Benton County Commissioners, Human Services

Clark

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021/2022-DORSETT-PREV-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **JENNIFER DORSETT**, an individual under the laws of the State of Washington with its principal office at 7609 Pheasant Lane, Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

a. Exhibit A - Scope of Work; and
b. Exhibit B - Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin on June 1, 2021. The CONTRACTOR shall complete all work by June 30, 2022.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide technical assistance for the Benton City Community Prevention Wellness Initiative (CPWI) Prevention Coalition and Pasco CPWI Coalition. The CONTRACTOR will also provide presentations of Hidden in Plain Sight to families in Benton and Franklin Counties. 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 from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name:	Jennifer Dorsett
Address:	7609 Pheasant Lane Pasco, WA 99301
Phone:	509.851.1348
Email:	Jennifer.dorsett.sac@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Place Ste. 201 Kennewick, WA 99301
Phone:	509.737.3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty-two thousand dollars ($22,000), including W.S.S.T.

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 by the 15th of the month following the month the services were provided. 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. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

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

   If CONTRACTOR, subcontractor, or sub-subcontractor fails to

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

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

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

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

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

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

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

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

e. **Other Insurance Provisions:**

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

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

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

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as

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

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

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

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

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

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

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

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

the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

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

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

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

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

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of

this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

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

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

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

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

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

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon

request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

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

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

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

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION, AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

such other party in respect to all covenants to this Contract.

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

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

25. SURVIVABILITY

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

27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

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

27. PUBLIC RECORDS ACT

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

- This section left blank intentionally -

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

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 7-20-21

FOR: JENNIFER DORSETT

_____
Signature

OWNER
Title:

Jennifer Dorsett
Print Name

Approved as to Content

_____
DHS Manager

STATEMENT OF WORK

The Contractor will perform at minimum the following services for the Benton City CPWI Coalition and Pasco CPWI Coalition. Contractor will be available for technical assistance to the Benton City and Pasco prevention coalitions.

1. Contractor will assist as needed with the strategic plans for Benton City and Pasco prevention coalitions.
2. Contractor will assist with any additional technical assistance as needed by the Benton City and Pasco prevention coalitions.

The Contractor will provide presentations of Hidden in Plain Sight in Benton and Franklin Counties.

1. Contractor will track the number of attendees for the presentations.
2. Presentations can be in person or via video platform like Zoom.

PSC-2021/2022-DORSETT-PREV-00

Exhibit B Budget

Line Item	Amount
Technical Assistance	$ 6,000.00
Hidden In Plain Sight	$ 15,000.00
HIPS Supplies	$ 1,000.00
Total	$ 22,000.00

All expenses will be reimbursed by the liquor excise tax fund.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021
Subject:	Approving the Purchase of ProofPoint for One (1) Year from SHI International Corp
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard, Procurement Department

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

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

Summary / Background Information

Benton County IT has recently researched various products to help strengthen the County from Cyber Security attacks. KnowBe4 (Resolution 2021-270) was renewed in March 2021 to continue to improve security awareness training to all employees on email phishing attacks and opening suspicious emails. Since 2017, per Resolution 2017-463, Benton County IT has relied on Microsoft's Exchange Online Protection (EOP) to filter out emails that are sent to county email addresses. As email threats have become more sophisticated, the amount of phishing and unwanted emails that are delivered to users' mailboxes has continued to increase. This puts the burden on the users and the county at risk if a phishing email or spam isn't identified by EOP prior to being delivered.

As a result, IT reviewed other vendors that provide similar services, and Proofpoint's cloud-based service offered the most valuable service in email protection and threat assessment. IT installed Proofpoint as a proof of concept and identified many instances where emails that were delivered with Microsoft's EOP would have been blocked. Proofpoint not only detects and blocks malware from emails but provides forensic details on targeted users. Proofpoint allows emails to be removed after delivery that are compromised, something that EOP doesn't provide. IT feels this will be an invaluable software service to protect the county from continued cyber security threats.

Proofpoint will be purchased from SHI International Corp in an amount not to exceed $27,729.52 excluding WSST.

Fiscal Impact

Amount: **$27,729.52 excluding WSST.**

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

Recommendation

Information Technology recommends that the Board approves the purchase of Proofpoint for one year.

Suggested Motion

Consent

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

APPROVING THE PURCHASE OF PROOFPOINT FOR ONE (1) YEAR FROM SHI INTERNATIONAL CORP

WHEREAS, Benton County has continued to research software and products to help strengthen the county from cyber security threats; and

WHEREAS, since 2017, per Resolution 2017-463, IT has relied on Microsoft's Exchange Online Protection (EOP) to filter out emails that potentially have malware, phishing attempts and scams sent to county email addresses; and

WHEREAS, Microsoft's EOP service has delivered many emails to end users that are obvious scams or phishing attempts which puts burden on user and increases County risk; and

WHEREAS, to aid the County and protect it from cyber security threats, Information Technology has reviewed other vendors that provide cloud-based email protection services and threat assessments to replace Microsoft's EOP; and

WHEREAS, after Information Technology review, Proofpoint offered the most valuable service in email protection and threat assessment; and

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

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with Information Technology's recommendation and approves the purchase of Proofpoint email protection services from SHI International Corp. in the amount not to exceed $27,729.52 excluding Washington State Sales Tax.

Dated this 17 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

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

Pricing Proposal
Quotation #: 20647172
Created On: 6/22/2021
Valid Until: 7/30/2021

Benton County

Alex Garcia
620 Market St
PO Box 608
Prosser, WA 99350
United States
Phone:
Fax:
Email: Alex.Garcia@co.benton.wa.us

Inside Account Manager

Michaela Knoblock
290 Davidson Avenue
Somerset, NJ 08873
Phone: 732-652-6427
Fax: 732-652-3004
Email: michaela_knoblock@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	PFPT Enterprise P0 - F-Secure- S Proofpoint - Part#: PP-B-P0F- S-B-102 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI **Note:** 650 Users // 12 months	1	$27,729.52	$27,729.52
2	Platinum Level Support Proofpoint - Part#: PP-SUP- PS-12 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI **Note:** 12 months	1	$0.00	$0.00
3	InfoSec PS Implementation Services Proofpoint - Part#: PP-PST- IS-IMP Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1	$0.00	$0.00

Subtotal	$27,729.52
*Tax	$2,384.74
Total	$30,114.26

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

Additional Comments

Proofpoint has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021
Subject:	Approving the purchase of seven (7) HP LaserJet Pro MFP M428fdw MFP-B/W printers for the Auditor's new Administration Building office from Computer Discount Warehouse – Government LLC.
Presenter:	
Prepared By:	Robert Heard
Reviewed By:	Procurement Department

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

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

Summary / Background Information

The Auditor's Department has requested to purchase seven (7) new HP multi-functional printers for their new Administration Building office. Resolution 2019-753 requires that all non-budgeted equipment purchased over $500 be coded to the department's 3508 expenditure code and be approved by the Board of Benton County Commissioners.

Fiscal Impact

Amount: **$3,081.39 excluding WSST.**

Fund: **Approved Auditor 2021-2022 budgeted funds.**

Recommendation

Information Technology recommends that the Board approves the purchase of seven (7) HP LaserJet Pro MFP M428fdw MFP – B/W printers for the Auditor's new Administration Building office from Computer Discount Warehouse – Government LLC in an amount not to exceed $3,081.39 excluding WSST. 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 SEVEN (7) HP MFP M428FDW MFP – B/W PRINTERS FOR THE AUDITOR'S NEW ADMINISTRATION BUILDING OFFICE FROM COMPUTER DISCOUNT WAREHOUSE – GOVERNMENT LLC.

WHEREAS, the Auditor's Department has made a request to purchase seven (7) multi-functional printers for their new Administration Building Office; and

WHEREAS, Information Technology reviewed three quotes from three vendors in Amazon.com, Strictly Technology LLC, and Computer Discount Warehouse - Government; and

Amazon.com	HP MFP M428fdw	$3,792.67
Strictly Technology LLC	HP MFP M428fdw	$3,337.28
Computer Discount Warehouse –Government LLC	**HP MFP M428fdw**	**$3,081.39**

WHEREAS, Information Technology recommends purchasing seven (7) HP MFP M428fdw printers from Computer Discount Warehouse – Government LLC; and

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

WHEREAS, per Resolution 2019-753 of 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 seven (7) HP MFP M428fdw printers for the Auditor's new Administration Building office from Computer Discount Warehouse – Government LLC in an amount not to exceed $3,091.39 excluding Washington State Sales Tax, to be paid for using approved 2021-2022 budgeted Auditor Department funds; and

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

Dated this 17 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

Orig: Information Technology
cc: Auditor, Facilities

Prepared by: R. Heard

amazon.com

SIGN IN | SHIPPING & PAYMENT | GIFT OPTIONS | PLACE ORDER

Review your order

You have default checkout preferences for your current order

☐ I'd like to manually select a new group, shipping address and payment method when I place my next order.

Keep operating hours up to date

If your hours ever change at an address, click **Edit delivery preferences** to update them.

Group
Benton County Information Technology
Change

Shipping address Change
Benton County Information Technology
620 MARKET ST 2ND FLOOR IT
PROSSER, WA 99350-1300
United States
Phone: 509-786-5603
Edit delivery preferences
Ship to multiple addresses

Payment method Change
VISA ending in 2690

Billing address Change
Central Services
PO BOX 608
PROSSER, WA 99350-0608
United States

Add a gift card, promotion code, or voucher
Enter Code | Apply

Business order information Change

PO number *No value entered*

Estimated delivery: Aug. 12, 2021 - Aug. 17, 2021

HP LaserJet Pro Multifunction M428fdw Wireless Laser Printer, Works with Alexa (W1A30A)
$498.90
View larger image
Quantity: 7 Change
Sold by: Go Computer Supplies
Gift options not available.

Choose a delivery option:
◉ **Thursday, Aug. 12 - Tuesday, Aug. 17**
FREE Shipping

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Order Summary

Items (7):	$3,492.30
Shipping & handling:	$0.00
Total before tax:	$3,492.30
Estimated tax to be collected:*	$300.37
Order total:	**$3,792.67**

How are shipping costs calculated?

*Why has sales tax been applied? See tax and seller information

Do you need help? Explore our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado, Louisiana and Puerto Rico Purchasers: Important information regarding sales tax you may owe in your State

Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply. See Amazon.com's Returns Policy

Go to the Amazon.com homepage without completing your order.

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc.

StrictlyTech
we make IT happen
2300 NW 55th Court, Suite 110,
Fort Lauderdale, FL 33309
Phone: 954-541-8559 Fax: 954-606-5441

Quotation

Number: **3001**

Date: **08/03/2021**

Quote prepared for: **Robert Heard**

Bill To:
Benton County WA (1530)
Robert Heard
PO Box 608
Prosser, WA 99350
Phone: (509)786-5710
Email: emcleod@strictlytech.com

Ship To:
Benton County IT Dept
Courthouse 2nd Fl
620 Market St
Ref ITD-210525T1
Prosser, WA 99350

Item #	Mfr. Part	Product Image	Description	Price	Qty.	Extended
1	W1A30A#BGJ		HP LaserJet Pro M428 M428fdw Laser Multifunction Printer - Monochrome - Copier/Fax/Printer/Scanner - 40 ppm Mono Print - 4800 x 600 dpi Print - Automatic Duplex Print - 1200 dpi Optical Scan - 350 sheets Input - Gigabit Ethernet - Wireless LAN - HP ePrint, Apple AirPrint, Mopria, Wi-Fi Direct, Google Cloud Print - TAA Compliance **Mfr: HP INC.** **UNSPSC : 43212110**	$ 439.00	7	**$ 3,073.00**
1 item(s)					**Sub-Total**	**$ 3,073.00**
					Tax @ 8.6%	**$ 264.28**
					Freight	**$ 0.00**
					Total	**$ 3,337.28**

Quote Valid Until: 09/02/2021

Payment Details

Pay by: Company PO
Payment Term: Net 30

Shipping and Delivery Details

Shipping via: FEDEX Ground

Terms and Conditions

Prices exclude applicable taxes, insurance, shipping and special handling charges unless stated. All prices are subject to change without notice. Supply subject to availability.

Prepared by: **Ethan Mcleod** Email: **emcleod@strictlytech.com** Phone: **954-541-8559**

QUOTE CONFIRMATION

DEAR ROBERT HEARD,

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
MHBQ540	8/4/2021	MHBQ540	12775051	$3,081.39

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP LaserJet Pro MFP M428fdw MFP- B/W Mfg. Part#: W1A30A#BGJ UNSPSC: 44101503 Contract: National IPA Technology Solutions (2018011-01)	7	5545896	$405.34	$2,837.38

PURCHASER BILLING INFO

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

DELIVER TO

Shipping Address:
BENTON COUNTY INFORMATION TECH
JUSTICE CENTER
7122 W OKANOGAN PL BLDG A
KENNEWICK, WA 99336-2359
Shipping Method: UPS Ground

SUBTOTAL	$2,837.38
SHIPPING	$0.00
SALES TAX	$244.01
GRAND TOTAL	$3,081.39

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

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

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021
Subject:	Expending funds from the Trial Court Improvement Fund to Upgrade JAVS Digital Recording System from Justice AV Solutions, Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard, Procurement Department

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

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

Summary / Background Information

On March 20, 2018 the Board signed Resolution 2018-215 using Trial Court Improvement funds to purchase JAVS Digital Recording Software for Benton County Superior Court, Benton County Clerk and Benton County District Court. The current JAVS version installed in the courtrooms at both Benton County Superior Court and Benton County District Court is no longer supported by the Justice AV Solutions, Inc. (JAVS, Inc.). In addition, JAVS, Inc. is the sole provider and distributor of proprietary products and services which are solely developed, modified, distributed and supported by JAVS, Inc.

Information Technology recommends an upgrade to current JAVS digital recording system as this upgrade will cause minimal impact to the courts. JAVS is also being used in the Sheriff's office. The JAVS upgrade will no longer need to be installed on a PC; instead, an appliance will control the recordings. This will simplify recordings for the clerks as the recordings will no longer be stored locally and can be retrieved from a shared network folder.

Funds used to purchase equipment will be taken out the Trial Court Improvement Fund and Central Services Replacement Fund. JAVS Digital Recording Software Equipment will be purchased from Justice AV Solutions, Inc. in an amount not to exceed $62,717.32 excluding Washington State Sales Tax.

Fiscal Impact

Amount: **$62,717.32 excluding WSST.**

Fund: **Trial Court Improvement Fund**

Recommendation

Information Technology recommends that the Board approves the purchase of using Trial Improvement Fund and Central Services Replacement Fund (0132101) to Upgrade JAVS Digital Recording System. All equipment purchased will be added to Central Services Replacement Fund.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXPENDING FUNDS FROM THE TRIAL COURT IMPROVEMENT FUND TO UPGRADE JAVS DIGITAL RECORDING SYSTEM FROM JUSTICE AV SOLUTIONS, INC.

WHEREAS, on March 20, 2018, the Board of County Commissioners approved Resolution 2018-215 using Trial Court Improvement funds to purchase JAVS Digital Recording System for Benton County Superior Court, Benton County Clerk and Benton County District Court; and

WHEREAS, the current JAVS digital recording system is no longer supported by Justice AV Solutions, Inc.; and

WHEREAS, the Trial Improvement Committee has agreed that the use of JAVS is in the best interest of Superior Court Clerk, Superior Court Judges and District Court Judges; and

WHEREAS, Information Technology recommends upgrading to JAVS new Digital Recording System as JAVS is currently being used in Juvenile Justice and Sheriff Departments; and

WHEREAS, Justice AV Solutions, Inc. provided a sole source letter to Benton County stating they are the developer and distributor of proprietary products and services which are solely developed, modified, distributed and supported by JAVS, Inc.; and

WHEREAS, upgraded JAVS system will facilitate recordings as they will be controlled by an appliance rather than on Clerk PCs; and

WHEREAS, approval from the Trial Improvement Committee has granted use of Trial Court Improvement funds to upgrade current JAVS Digital Recording System; and

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

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with Information Technology's recommendation and approves expending funds in the amount not to exceed $62,717.32 excluding Washington State Sales Tax, from Trial Court Improvement for the purchase of Upgrading JAVS Digital Recording system in Benton County Superior and District Court from Justice AV Solutions (JAVS); and

BE IT FURTHER RESOLVED, that the Chairman of the Board is hereby authorized to sign the attached quote.

Dated this 17 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

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

PROPOSAL

JUST-1855

Revision: 1

WA Benton Superior/District Recorder Project

WA Benton County IT
1722 W. Okanogan Pl
Kennewick, WA 99336

Modified: 7/22/2021
Quote Valid for 90 Days
OPP-47813

Presented By:

Kevin Otey

Justice AV Solutions, Inc
13020 Middletown Industrial Blvd
Louisville, KY 40223 US
(502) 244-8788
www.javs.com

SCOPE OF WORK

Customer request 12 Recorder appliances to be installed in OFE Equipment racks located in each courtroom IT room closets.

Recording and Logging software for each courtroom includes:
JAVS will install, on the clients PC, recording & logging software. The software suite will allow the user to control various system modes, start, stop, or pause the recording, as well as allow the user to make log notes that will tie directly to the recording for easier review or transcribing. The Recording/Logging Package includes: (1) Autolog 8 Suite License, Labor for Installation, Setup & Testing.

(1) Recorder 8 package
For recording of the proceedings, JAVS will install (1) Audio Only recorder, (1) primary recorder. The recorder features multi-channel audio recording. It also includes the necessary cables for hookup. The Recorder Audio Only package includes (1) SD Recorder with Multi-Channel Audio (1) Recorder Rack Mount Kit, Cabling, Connectors & Labor for Installation, Setup & Testing.

(10) Publisher 8 license for remote PC outside court. PC must be on same network and JAVS Recorder Appliances.

Recording Audio Only with Server 8 and Bookshelf 8

There will be (6) District Courtrooms and (6) Superior Courtrooms. Recorders will be connected to customer supplied Bi-Amp Tesira Forte (already installed) They will be using the existing microphones and PA system.

Included Server and Bookshelf installed on OFE VM Server

Recorder 8 Audio Only Recording

12	**Recorder 8 "Audio-Only" for OFE Mixer- Single Recorder** Includes: (1) Audio-Only Recorder, (1) Audio Breakout Cable, (1) Single Recorder Rack mount Kit, Cabling & Connectors, & Labor for Installation & Setup	$32,167.32
12	JAVS JAV-REC8-AO Recorder 8 Mulitichannel Audio Recorder	$26,400.00
12	JAVS JAV-SRMK Rack Mount Kit for (1) One JAVS Recorder	$840.00
12	JAVA Technologies MARK-CBL Breakout cable for JAVS Recorder Multi-channel audio	$304.56
48	JAVS Labor for Recorder Hookup to Non-JAVS Mixer Labor for Recorder Hookup to Non-JAVS Mixer	

Equipment:	**$26,167.32**
Labor:	**$6,000.00**
Recorder 8 Audio Only Recording Total	**$32,167.32**

Autolog Logging Software Suite

JAVS will install, on the clients PC, recording & logging software. The software suite will allow the user to control various system modes, start, stop, or pause the recording, as well as allow the user to make log notes that will tie directly to the recording for easier review or transcribing. The Recording/Logging Package includes: (1) Autolog 8 Suite License, Labor for Installation for Setup.

Testing.RECOMMENDED SOFTWARE REQUIREMENTS:
Windows 10
Microsoft .NET Framework 3.5 SP1
Intel I3 2GHZ processor equivalent or better
4GB RAM
500GB HDD space
10/100/1000MB Network Adapter
ATI Radeon Graphics Adapter

11	**AutoLog 8 Software - Software Suite** Includes: (1) Autolog 8 Recording/Logging Software Suite, (1) UPS for Workstation, Cabling, Connectors, & Labor for Installation & Setup	$13,200.00
11	JAVS JAV-SW-AL8S JAVS AutoLog 8 Logging and Control Software for JAVS Recorder 8	$11,000.00
11	JAVS JAV-SW-V15P Viewer 2015 Pro	$0.00
22	JAVS Labor for Autolog Software Installation Labor for Autolog Software Installation	
1	**AutoLog 8 Software - Software Suite & UPS** Includes: (1) Autolog 8 Recording/Logging Software Suite, & Labor for Installation & Setup	$1,200.00
1	JAVS JAV-SW-AL8S JAVS AutoLog 8 Logging and Control Software for JAVS Recorder 8	$1,000.00
1	JAVS JAV-SW-V15P Viewer 2015 Pro	$0.00
2	JAVS Labor for Autolog Software Installation Labor for Autolog Software Installation	

Equipment:	**$11,400.00**
Labor:	**$3,000.00**
Autolog Logging Software Suite Total	**$14,400.00**

Publisher Software (optional)

JAVS Publisher 8 is a self-contained publishing application designed to work with JAVS Recorder
8 to find and publish media and session logs to an optical disk or a network folder. JAVS Publisher also gives the user options for printing session logs and viewing session media. JAVS publisher will allow you to search and find sessions and prepare any combination of sessions to be published through the Publish Queue, depending on user security rights.

10	**JAVS JAV-SW-P8S** Publisher 8 Session Publishing Software	$3,562.50

Equipment:	**$3,562.50**
Labor:	**$0.00**
Publisher Software (optional) Total	**$3,562.50**

Server 8 Requirements:
Software:
Microsoft Windows Server 2016 x64 with desktop experience or later (no support for server core installations)
The following Roles/Features must be installed/Enabled:
Roles
Web Server (IIS)
Web Server
Common HTTP Features: Default Document, Directory Browsing, HTTP Errors, Static Content, HTTP Redirection
Health and Diagnostics: HTTP Logging
Performance: Static Content Compression
Security: Request Filtering, IP and Domain Restrictions
Application Development: .NET Extensibility 3.5, .NET Extensibility 4.5
Application Initialization: ASP.NET 3.5, ASP.NET 4.5, ISAPI Extensions, ISAPI Filters
Management Tools: IIS Management Console, IIS Management Scripts and Tools, Management Service
Features
.NET Framework 3.5 Features: .NET Framework 3.5 (includes .NET 2.0 and 3.0), .NET Framework 4.7 Features, .NET Framework 4.7, ASP.NET 4.7, WCF Services, TCP Port Sharing
Microsoft SQL Server 2016 Standard Edition or later (Web, Developer and Express editions are not supported for server installations). Must be configured for Mixed Mode Authentication, SA password will be provided at time of install.

Hardware:
2.0GHz x64 Intel Xeon with Intel EM64T support, Intel Pentium IV with EM64T support or AMD EPYC or equivalent CPU with 4 cores or better.
UEFI compliant system
8GB RAM (16GB for 10 - 20 systems, 32GB for 20+ systems)
256GB Operating system drive, assigned to C:, NTFS format, 7200RPM HDD or better (SSD Recommended)
1TB Data drive, Assigned to D:, NTFS formatted, 7200RPM HDD or better (SSD recommended)

Bookshelf 8 Requirements:
Software:
Microsoft Windows Server 2016 x64 with desktop experience or later (no support for server core installations)
The following Roles/Features must be installed/Enabled:
Roles
Web Server (IIS)
Web Server
Common HTTP Features: Default Document, Directory Browsing, HTTP Errors, Static Content, HTTP Redirection
Health and Diagnostics: HTTP Logging

Performance: Static Content Compression
Security: Request Filtering, IP and Domain Restrictions
Application Development: .NET Extensibility 3.5, .NET Extensibility 4.5
Application Initialization: ASP.NET 3.5, ASP.NET 4.5, ISAPI Extensions, ISAPI Filters
Management Tools: IIS Management Console, IIS Management Scripts and Tools, Management Service
Features
.NET Framework 3.5 Features: .NET Framework 3.5 (includes .NET 2.0 and 3.0), .NET Framework 4.7 Features, .NET Framework 4.7, ASP.NET 4.7, WCF Services, TCP Port Sharing

Hardware:
2.0GHz x64 Intel Xeon with Intel EM64T support, Intel Pentium IV with EM64T support or AMD EPYC or equivalent CPU with 4 cores or better.
UEFI compliant system
8GB RAM (16GB for 10 - 20 systems, 32GB for 20+ systems)
256GB Operating system drive, assigned to C:, NTFS format, 7200RPM HDD or better (SSD Recommended)
MINIMUM 1TB Usable Capacity Data drive, Assigned to D:, NTFS formatted, 7200RPM HDD or better (SSD recommended).
RAID 5 or 6 arrays highly recommended
Please see Capacity Calculator to determine recommended capacity for each installation. Recommended capacity is based on number of systems, average recording time, recording resolution, and data retention policies.

1	**JAVS JAV-SW-B8SVR** Bookshelf 8 Software Only	$6,175.00
1	**JAVS JAV-SW-SVR8** Server 8 Software Only	$6,175.00

Equipment:	**$12,350.00**
Labor:	**$0.00**
Server 8 and Bookshelf 8 Total	**$12,350.00**

Shipping

1	**JAVS JAV-SHIPPING** Shipping	$237.50

Equipment:	**$237.50**
Labor:	**$0.00**
Shipping Total	**$237.50**

Equipment Subtotal:	**$53,717.32**
Labor Subtotal:	**$9,000.00**
Project Subtotal:	**$62,717.32**

PROJECT SUMMARY

Equipment:	$56,544.56
Product Adjustment:	($2,827.24)
Labor:	$9,000.00
Sales Tax:	$5,393.69
Grand Total:	**$68,111.01**

Payment Terms

Payment Schedule	Amount	Due Date
Initial Payment Prior to Scheduling	$17,027.75	
Final Payment Upon Completion	$51,083.26	

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Client: **Jason Engel** **Date**

Kevin Otey 7/22/2021

Contractor: **Justice AV Solutions, Inc** **Date**

JUSTICE AV SOLUTIONS

13020 Middletown Industrial Boulevard
Louisville, Kentucky 40223

800.354.JAVS (5287)
solutions@javs.com
www.javs.com

Sole Source Letter For:

Benton County Purchasing

August 4, 2021

To Whom It May Concern:

This letter is to certify that Justice AV Solutions formerly known as Jefferson Audio Video Systems (JAVS®), Inc., a Kentucky-based corporation, headquartered in Louisville, Kentucky is the developer, distributor and sole source vendor of various digital audio/video equipment and software applications. JAVS has over 10,000 installations worldwide.

The following is a list of proprietary products and services, which are solely developed, produced, modified, distributed, and supported by JAVS, Inc.

Software: (Including, but not limited to)

- Autolog 7.0
- Autolog 8.0
- Viewer 7
- Viewer 8
- Scheduler 7
- Scheduler 8
- Publisher 7
- Publisher 8
- MRA Server 7
- MRA Server 8
- BookShelf 7
- BookShelf 8
- Finder 7
- Finder 8

Hardware: (Including, but not limited to)

- Centro –CX,AX,PX and TX
- JAVS Digital Recorder 8
- All Hardware w/ JAVS logo

JAV Services: Service Contracts (JAVS product line)

- Help Desk

JUSTICE AV SOLUTIONS

13020 Middletown Industrial Boulevard
Louisville, Kentucky 40223

800.354.JAVS (5287)
solutions@javs.com
www.javs.com

JAVS, Inc. holds all rights to source codes and equipment patents and holds the exclusive right to establish pricing, make changes, provide technical support (either directly or through subcontractors), and provide delivery of the above-named equipment and software.

Any persons engaged in the act of marketing, advertising, and/or selling the above-named hardware and software packages must have the expressed written authority to do so as a direct agent for JAVS, Inc. Any unauthorized representations are not recognized as valid.

Thank you for your interest in JAVS! We look forward to assisting you with your digital audio/video solutions.

If you have any questions or require additional information, please feel free to contact us at your convenience.

Sincerely,

Kevin Otey
Justice AV Solutions
502-380-6443
Kevin.Otey@javs.com

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 08/03/21 BC 08/17/21
Subject:	Sign County Program Agreement with DCYF/JRA Agreement Number 2163-22027 Consolidated Contract
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	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The State of Washington Department of Social and Health Services, Juvenile Rehabilitation Administration (DCYF/JRA), consolidates the following into one contract: Consolidated Juvenile Services At-Risk, Disposition Alternatives for Special Sexual Offender Disposition Alternative, Community Juvenile Accountability ACT/Evidence Based Programs, Chemical Dependency Disposition Alternative, Suspended Disposition Alternative, Mental Health Disposition Alternative, Promising Programs and Detention Services. These grant dollars provide services in those programs. We have received the new County Program Agreement Consolidated Contract FY 21-23 No. 2163-22027.

The term of this contract is July 1, 2021, through June 30, 2023.

Fiscal Impact

This project is grant funded. The program agreement is based on expenditure reimbursement to the Benton-franklin Counties Juvenile Justice Center.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract No. 2163-22027.

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 THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin Counties current Program Agreement with Washington Department of Social and Health Services, Juvenile Rehabilitation Administration for Consolidated Juvenile Services via Benton County Resolution numbered 2019 555 and Franklin County Resolution numbered 2019 225 which is DSHS Agreement Number 1963-59028, will expire on June 30, 2021; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 2163-22027 between Washington State Department of Social and Health Services, Juvenile Rehabilitation Administration, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2021 and terminating on June 30, 2023; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement Number 2163-22027. The Program Agreement is based on expenditure reimbursement in which a maximum amount not to exceed is not necessary, and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement Number 2163-22027; and

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

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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

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

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-DCYF No. 2163-22027, 1-Juvenile

R. Garcia

COUNTY PROGRAM AGREEMENT

Consolidated Contract

DCYF Agreement Number: 2163-22027

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DCYF ADMINISTRATION	DCYF DIVISION	DCYF INDEX NUMBER	CCS CONTRACT CODE
Department of Children, Youth, and Families	Children, Youth and Families	1122	2072CS-63

DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS
Karena McGovern Contract Specialist	1115 Washington St SE Olympia, WA 98504

DCYF CONTACT TELEPHONE	DCYF CONTACT FAX	DCYF CONTACT E-MAIL
(360)870-5727	Click here to enter text.	karena.mcgovern@dcyf.wa.gov

COUNTY NAME	COUNTY DBA	COUNTY ADDRESS
Benton County		5605 W Canal Place Suite 106 Kennewick, WA 99336

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)	COUNTY CONTACT NAME
035-000-971	Darryl Banks

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 783-2151	(509) 736-2728	darryl.banks@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2021	06/30/2023	See Exhibits

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement:

☒ Exhibits (specify): ☒ Exhibit A: Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities; ☒ Exhibit B: Juvenile Court Block Grant; ☒ Exhibit C: Detention Services

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

COUNTY SIGNATURE (S)	PRINTED NAME (S) AND TITLE (S)	DATE (S) SIGNED
See attached signature page		

DCYF SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

1. Definitions

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

a. "Contractor" means the County.

b. "DCYF" means the Department of Children, Youth, and Families.

c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.

d. "JR means the Juvenile Rehabilitation which is under the DCYF.

e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.

f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.

g. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. Background Checks

a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this Contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.

c. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

   (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

   (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or

   (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

d. Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

3. Sexual Misconduct

a. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a Contractor and an offender has occurred, the Secretary shall require the employee of a Contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

b. By execution of this Contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

c. In addition, the Secretary shall disqualify for employment with a Contractor in any position with access to an offender, any person:

   (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or

   (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

d. If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.

b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.

c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.

d. Under no circumstance shall the Contractor bill twice for the same services.

e. The Contractor shall maintain backup documentation of all costs billed under this contract.

f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JR Policies and Standards

a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

EXHIBIT A

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2021 and expires June 30, 2023.

2. Funding

As of July 1, 2021 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2022-2023.

If by July 1, 2021 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2020-2021 (DCYF No. 1963-59028) until September 1, 2021 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2022-2023 funding rate shall apply retroactively to July 1, 2021 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies.

If the County has not properly accounted for the difference between the two rates by April 30, 2022, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work

As of July 1, 2021, the County is responsible for adhering to the Statements of Work described in the Exhibit B: Statement of Work – Juvenile Court Block Grant and Exhibit C: Statement of Work – Detention Services.

If by July 1, 2021 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the State Fiscal Year Consolidated Contract 2020-2021 (DCYF No. 1963-59028) shall apply to all work performed under this agreement until September 1, 2021 to provide for continuity of services.

Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2022-2023 Statements of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2021, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B

STATEMENT OF WORK

Juvenile Court Block Grant

1. Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders. These programs include, but are not limited to the following:

- Consolidated Juvenile Services At-Risk (CJS);
- Special Sex Offender Disposition Alternative (SSODA);
- Chemical Dependency and Mental Health Disposition Alternative (CDMHDA);
- Suspended Disposition Alternative (SDA),
- Community Juvenile Accountability Act (CJAA)/Evidence Based Programs (CJAA); and
- Promising Programs.

Program descriptions and requirements are outlined in the Block Grant Contract SFY 2022/23 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

a. Provide projects and services in compliance with the County's Block Grant Contract SFY 2022/23 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response");

b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response;

c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response;

d. Establish programs designed to impact the outcomes statewide by:

(1) Decreasing recidivism;

(2) Decreasing commitments to the JR; and

(3) Maintaining or increasing the number of committable youth receiving services in their community.

e. Upon JR's request, provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes as agreed upon between JR and the County Juvenile Court;

f. Consistent with RCW, provide JR with information necessary for the JR to provide oversight of the

County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR;

g. Comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract; and

h. When licensing or other statutory requirements differ from contract requirements, meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by the County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources:

a. Consolidated Juvenile Services (CJS) At-Risk Programs - The County Juvenile Court shall provide services pursuant to RCW 13.06, Chapter 388-710 WAC.

b. Special Sex Offender Disposition Alternative (SSODA) - The County Juvenile Court shall provide services pursuant to RCW 13.40.162 and the following standards:

(1) In a timely manner, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Additionally, for the purpose of risk level classification, provide Juvenile Rehabilitation with all relevant information for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345 for youth adjudicated for any registerable sex offense. This includes SSODA offenses and any other sex offenses that require registration. The Juvenile Risk Level Classification Process and Contact Information is hereby incorporated by reference.

(2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly Document in the case record reductions in the levels of supervision and support for such reductions.

c. Chemical Dependency and Mental Health Disposition Alternative (CDMHDA)

(1) The county shall provide services pursuant to RCW 13.40.165 and the following standards:

(a) Utilize a Division of Behavioral Health and Recovery (DBHR) approved chemical dependency assessment as detailed in Attachment A of the County's Application;

(b) Include family service strategies and components; and

(c) Include random urinalysis testing.

(2) Courts may utilize deferred or stipulated order of continuance with CDMHDA eligible youth.

d. Suspended Disposition Alternative (SDA) Services

(1) The County shall provide services pursuant to RCW 13.40.0357.

e. Community Juvenile Accountability Act/Evidence Based Programs (CJAA)

The County will comply with the statewide Evidence Based Quality Assurance plans and the following program standards:

(1) For Functional Family Therapy (FFT):

(a) General precepts/practices contained in FFT, Inc. Initial 3-Day Training;

(b) Assessment/Reporting Standards contained in FFT, LLC. 1-Day Systems Training;

(c) Clinical feedback from FFT, LLC in on-going consultation and site visits;

(d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits; and

(e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(2) For Multi-Systemic Therapy (MST):

(a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and

(b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.

(3) For Coordination of Services (COS):

(a) General precepts and practices contained in the COS Statewide Manual.

(b) Feedback from designated COS statewide Quality Assurance Specialist in on-going consultation and site visits.

(4) Family Integrated Transitions (FIT):

(a) Precepts/practices of FIT contained in University of Washington Program Manual; and

(b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.

(c) Clinical guidance as supplied by the University of Washington.

(5) Employment Education and Training (EET):

(a) General precepts and practices contained in the EET Statewide Manual.

(b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits.

f. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

(1) Parents and caregivers are supported to meet the needs of children and youth;

(2) Youth school engagement;

(3) High school graduation; and

(4) Youth mental/behavioral health.

b. Quality Measures

The quality measures below only apply to Juvenile Court EBPs, which are described in Exhibit B: Statement of Work - Juvenile Block Grant. The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures (Program Starts):

Program Starts

Goal	Youth access needed Evidence-Based Programs (EBPs)
Metric	Number of youth who start an EBP
Target	**100% of youth identified in contractor's application to start an EBP**
Reporting Requirement	Contractors will continue to report program starts in PACT *(See Section 2.b & c)*
Performance Management	**N/A; informational only**. DCYF will collect baseline data during the contract period to validate the target and identify a performance management tool the following contract period.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors at least annually.

5. Consideration

a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY 2022/23", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in

collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY 2022/23". The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

b. The Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) reimbursement rates for treatment shall be based on the approved Managed Care Organization (MCO) reimbursement rates for treatment. The Juvenile Rehabilitation suggests that the courts request and receive a copy of the approved MCO reimbursement rates for treatment.

c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDMHDA sentences that exceed 12 months active supervision. UNLESS the offense date of an additional CDMHDA sentence occurs after the termination date of the preceding CDMHDA disposition OR the youth begins as a CDMHDA Local Sanction and then is sentenced to CDMHDA Committable for a new offense.

6. Billing and Payment

a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:

(1) Required sentencing worksheets and Disposition Orders for SSODA, CDMHDA, and SDA Committable youth;

(2) Monthly Program Updates for each Evidence Based Program and Promising Program;

(3) Roster Reports for local sanction and committable youth for all Disposition Alternatives, and

(4) Monthly Business Intelligence Tool (BIT) Summary Report for evidence-based programs.

b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.

d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA, CDMHDA, or SDA.

e. Costs incurred for supervision of youth on a SSODA, CDMHDA, or SDA may be billed for the actual time spent providing supervision at the rate of the probation counselor providing the supervision.

f. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200,

for SSODA, CDMHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds.

g. For SSODA, CDMHDA, and SDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.

h. Reimbursement for SSODA expenses may be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.

i. For CDMHDA programs, a chemical dependency inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.

j. For CDMHDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.

k. For CDMHDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDMHDA status.

l. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs shall remain with the agency providing services paid under this contract, include discrete, assignable activities, and cost necessary for overall management and support of a program.

m. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

7. Racial and Ethnic Disparity Reporting

a. Juvenile Courts shall continue to build on work to address Racial and Ethnic Disparities (RED) as it relates to RCW 13.06.050. This RCW applies to conditions for counties to receive state funds and includes a requirement to annually review and analyze racial disproportionality information.

b. Juvenile Courts shall review their own data and processes to see if barriers are present regarding equity in access to juvenile court services. Juvenile Courts will identify areas in need of improvement. They will then create and implement an action-oriented plan to include strategies that will result in measurable improvements of the identified inequities in the Response to Application.

8. Items Incorporated by Reference

a. County Juvenile Court Pass through Distribution SFY 2022/23

b. Block Grant Contract SFY 2022/23 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;

c. Consolidated Juvenile Services Programs: Chapter 388-710 WAC;

d. RCW's 13.06; 13.40.162; 13.40.165; 70.96A.520; 13.40.500;

e. Juvenile Offender Sentencing Standards (13.40.0357);

f. Evidence-Based Public Policy Options to Reduce Future Prison Construction (October 2006); and

g. Juvenile Risk Level Classification Process and Contact Information.

9. JR Program Contact Information

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation
1115 Washington St. SE 98504-4570
360.902.8079
cory.redman@dcyf.wa.gov

EXHIBIT C

STATEMENT OF WORK

Detention Services

1. Purpose

To provide secure detention services to youth pending transportation to a JR residential facility that are: 1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

(a) Make direct contact with the JR designated staff of commitment

(b) Provide and make available to JR with the following information for each youth committed to JR:

i. Court Order

ii. Complete Sentencing Worksheet

iii. Contact Information for Youth's Parents/Guardian

(c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received after 4:00 pm on a Friday).

(2) Make available the following information for each youth committed to JR:

(a) Information to the Court on the Offense

(b) Police Reports on the Offense

(c) Victim Witness Interviews (when completed for sex offenders)

(d) Previous Reports to the Court (if available)

(e) Incidents Reports from Current Detention Stays (if applicable)

(f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of **$125.00** per day, per youth for detention services. The Contractor shall be guaranteed the first day of detention services.

a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:

(1) JR staff is notified and receives the required information identified in 2.a. (2) above and shall end upon release of the youth to a JR staff's custody; and

(2) Notification and receipt of required information received prior to 4:00 pm on a Friday is billable.

(3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).

b. For youth who are on parole revocation or a community facility transfers due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.

c. Medical Cost of JR Detained Youth

(1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency health care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.

(2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

a. Name of youth;

b. Date of admission to detention;

c. Date and time of release from detention; and

d. Number of billable days.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks, Juvenile Court Administrator — Date: 7-19-2021

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney — Date: 07/16/21

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney — Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17th, 2021
Subject:	Approval of Construction plans for Shaw Vineyards Short Plat
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

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

Summary / Background Information

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

Tyler Franzheim with Shaw Vineyards, Inc. submitted plans to construct two cul-de-sacs which have been approved by the Benton County Engineer. The plans are now being submitted to the Board of Benton County Commissioners, and the corresponding resolution authorizes the Chairman to sign the construction plans for Shaw Vineyards, for a cul-de-sac at the end of Carel Lane and N. Horn Rapids Drive.
Upon completion of this project said roads are to have a speed limit of 25 mph.

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

* Note: Original signature sheet will be brought to commissioner's meeting to be signed.

Fiscal Impact

N/A

Recommendation

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

Suggested Motion

Approve as part of consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY APPROVING CONSTRUCTION PLANS FOR TWO CUL-DE-SACS AS PART OF SHAW VINEYARDS SHORT PLAT AND SETTING THE SPEED LIMIT FOR THE CUL-DE-SACS

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

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

WHEREAS, the County recommends placing a 25 mph speed limit on the cul-de-sac at the end of Horn Rapids Drive and Carel Lane; and

WHEREAS, the Board of County Commissioners of Benton County, Washington, is desirous of making certain restrictions on the traffic using the County Roads designated below in the protection of life, health, safety, welfare and convenience of the inhabitants of the County; **NOW, THEREFORE,**

BE IT RESOLVED that the construction plans for the cul-de-sac at the end of Horn Rapids Drive and Carel Lane be approved, and that the Chairman is authorized to sign said construction plans; and

BE IT FURTHER RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads shall be as follows:

It shall be unlawful for the operator of any vehicle to operate the same in excess of 25 mph on the following roadways:

Horn Rapids Drive– Beginning to end of cul-de-sac
Carel Lane - Beginning to end of cul-de-sac

Dated this 17th day of August 2021.

_____
Chairman

_____
Chairman Pro-Tern

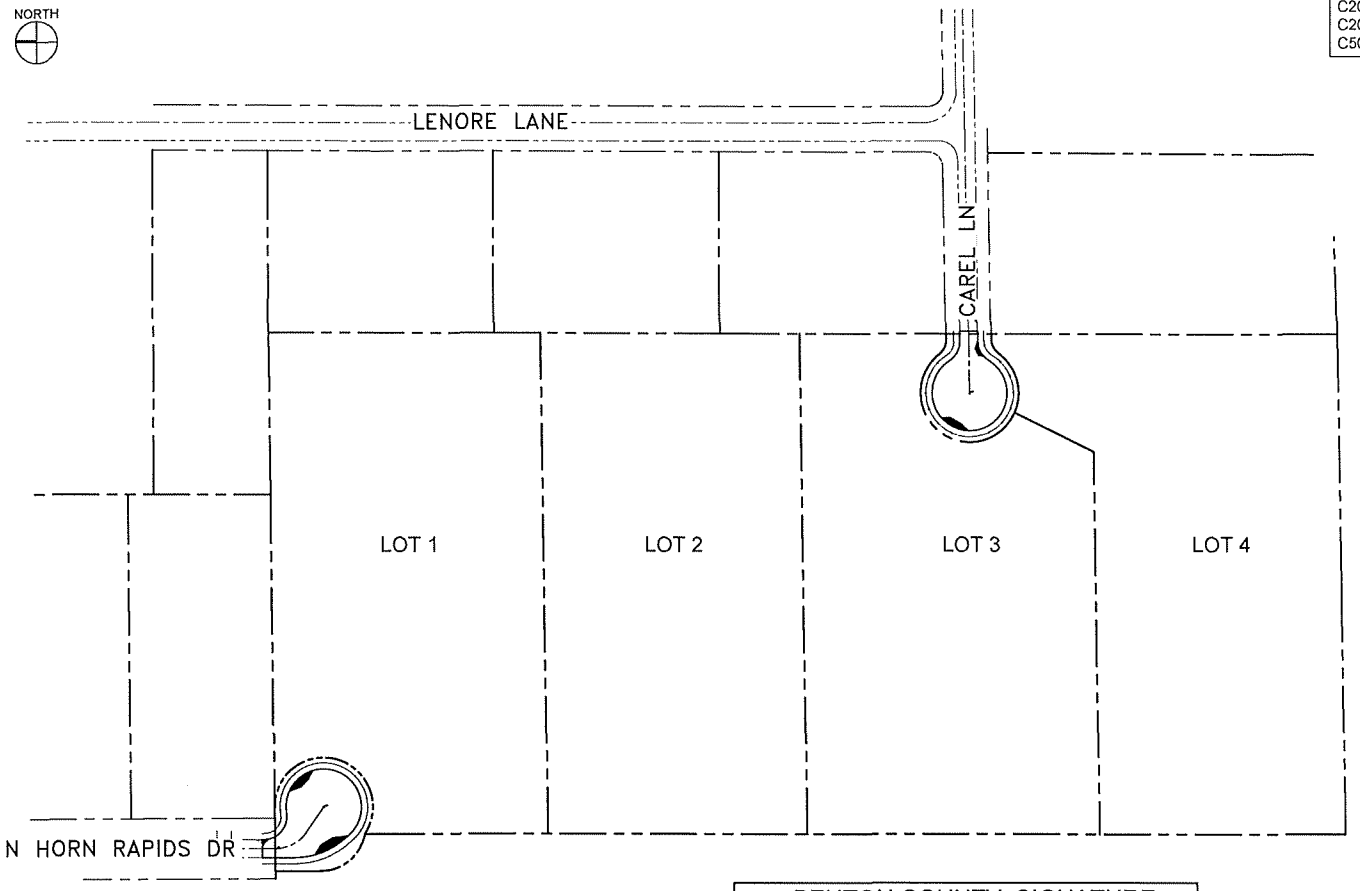
_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works C. Woods

SHAW VINEYARD ESTATES



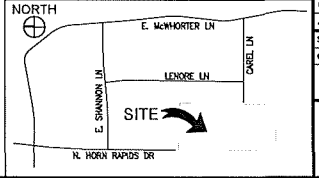
DRAWING INDEX

C000 COVER PAGE, DRAWING INDEX, VICINITY MAP
C001 GENERAL NOTES AND LEGEND
C003 SURVEY
C005 DEMOLITION AND EROSION CONTROL PLAN
C200 OVERALL SITE PLAN
C201 N HORN RAPIDS PLAN AND PROFILE
C202 CAREL LN PLAN AND PROFILE
C501 DETAILS AND SECTIONS

BENTON COUNTY SIGNATURE BLOCK

OWNER	APPROVED	DATE
BENTON PUD		
CHARTER COMMUNICATIONS		
ZIPLY		
SUNNYSIDE VALLEY IRR.		
BENTON COUNTY ENGINEER		
BOARD OF COMMISSIONERS		
CLERK OF THE BOARD		
FIRE MARSHALL		

VICINITY MAP



KNUTZEN ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

NO.	REVISIONS	DATE	DESIGN	CHKD	APPD

07/06/21

COVER PAGE, DRAWING INDEX AND VICINITY MAP
TYLER FRANZHEIM
SHAW VINEYARD ESTATES
BENTON COUNTY, WASHINGTON

APPROVAL		
DESIGN	GLG	07/06/21
CHECKED	JAW	07/06/21
APPROVED	NJM	07/06/21
SCALE: AS NOTED		
CADFILE: 20150C01		
JOB No. 20150	REV. 0	
DWG. No. C000		

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COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17th, 2021
Subject:	Col Solare, LLP; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

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

Type of Agenda Item:

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

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

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

Summary / Background Information

Col Solare, LLP has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held May 25th, 2021 to consider the request of Col Solare, LLP who has applied for a nonexclusive franchise to have an irrigation system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Col Solare, LLP, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO COL SOLARE, LLP TO PLACE AN IRRIGATION SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held May 25th, 2021 to consider the request of Col Solare, LLP who has applied for a nonexclusive franchise to place an irrigation system and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring May 31st, 2031, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Col Solare, LLP has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that the franchise with Col Solare, LLP for an irrigation system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 17th day of August 2021

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Col Solare, LLP

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

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

FINDINGS

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

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

ORDER

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

There is hereby granted to COL SOLARE LLP, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove AN IRRIGATION SYSTEM AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

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

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

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

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

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

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

III. COUNTY ROADS TO BE RESTORED

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

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

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

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

IV. INTERFERENCE WITH EXISTING FACILITIES

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

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

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

VI. ALL COUNTY ROAD RIGHTS RESERVED

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

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

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

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

VIII. REFERENCE MONUMENTS AND MARKERS

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

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

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

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

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

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

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

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

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

XI. FRANCHISE NOT EXCLUSIVE

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

XII. PROVISIONS HEREOF BIND SUCCESSOR

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

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

XIII. REVOCATION FOR NON-COMPLIANCE

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

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

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

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

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

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

XIV. CONFORMITY WITH STATE AND COUNTY

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

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

XV. FEDERAL REGULATION

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

XVI. ACTS OF GOD

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

XVII. SEVERABILITY

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

XVIII. COMPLAINT PROCEDURES

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

XIX. ACCEPTANCE BY GRANTEE

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

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire May 31st, 2031.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

David Dearie, President & CEO
14111 NE 145th Street
Woodinville, WA 98072

Phone: (425) 488-1133
Fax: (425) 415-3340

E-mail: david.dearie@smwe.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

_____

Date 07/02/2021

APPROVED AS TO FORM:

_____

Benton County Deputy Prosecuting Attorney

Date 6/10/21

FOR BENTON COUNTY, WASHINGTON.

_____

Chairman

_____

Chairman Pro-Tem

_____

Member

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

ATTEST:

_____

Clerk of the Board

Date_____

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021
Subject:	Execute contract with C & E Trenching, LLC for the Dallas Rd / Arena Rd Traffic Safety Improvements project
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

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

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

Summary / Background Information

By Resolution 2021-566 dated July 27, 2021, an award was made to C & E Trenching, LLC for the Dallas Rd / Arena Rd Traffic Safety Improvements project – C.E. 2081 CRP. As directed a contract has been prepared; and reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney from the Civil Division; and has been executed by C & E Trenching, LLC.

Fiscal Impact

Amount: $396,960.48

Fund: Road Fund (0101-101)

Recommendation

It is recommended by the County Engineer that the Board authorize the Chairman to sign the contract with C & E Trenching, LLC for the Dallas Rd / Arena Rd Traffic Safety Improvements project.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO SIGN THE CONTRACT WITH C & E TRENCHING, LLC FOR THE DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS PROJECT – C.E. 2081 CRP

WHEREAS, by Resolution 2021-566 dated July 27, 2021, an award was made to C & E Trenching, LLC, Pasco, Washington and as directed, staff has prepared a contract for Board approval; and

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

WHEREAS, the contract in the amount of $396,960.48 has been executed by C & E Trenching, LLC; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County said contract awarded July 27, 2021 to C & E Trenching, LLC, in the amount of $396,960.48 plus any necessary Change Orders in accordance with Section 4.7 of the Benton County Procurement, Leasing and Contracting Policy per Resolution 2021-233 or any future amendments to said policy; and

BE IT FURTHER RESOLVED, the County Engineer is hereby authorized to proceed with the Dallas Rd / Arena Rd Traffic Safety Improvements project according to the terms of the contract; and

BE IT FURTHER RESOLVED, the project shall be completed in its entirety within forty-five (45) working days as described in the contract documents.

Dated this 17th day of August, 2021.

_____
Chairman.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Dept. S. Christen
c: Auditor, Sonia-PA

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 C & E TRENCHING, LLC, (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, C.E. 2081 CRP – DALLAS RD / ARENA RD TRAFFIC SAFETY IMPROVEMENTS," and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

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

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

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $396,960.48, payable as provided in the Contract Documents.

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

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

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

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

C & E TRENCHING, LLC:

Wayne Richardson

Digitally signed by Wayne Richardson
DN: cn=Wayne Richardson, o=C&E Trenching, LLC, ou=Project Manager, email=wayne@candetrenching.com, c=US
Date: 2021.08.05 10:30:28 -07'00'

Signature

Sr Project Manager
Title

8-5-2021
Date

COUNTY OF BENTON:

Chairman, Board of Commissioners

Attest:
Clerk of the Board

Date

APPROVED AS TO FORM:

Reid Hay
Benton County Deputy Prosecuting Attorney

July 22, 2021
Date

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, SHERIFF ADMINISTRATION DEPARTMENT NUMBER 118.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2021 funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Auditor; File

K. Gillies

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Administration Dept Nbr: 118

Fund Name: Current Expense Fund Nbr: 0000101

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
521.100	3201	Vehicle Fuel	$411	521.100	3508	Computer Replacement	$411
TOTAL			$411	TOTAL			$411

Explanation:

To appropriate funding for the purchase of Undersheriff Clary's replacement laptop in excess of the allotted IT Assessment funding

Prepared by: Katie Gillies Date: 30-Jul-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021
Subject:	Memorandum of Agreement between King County Regional Automated Fingerprint Identification System (AFIS) and Benton County Sheriff's Office
Presenter:	
Prepared By:	Lisa Small
Reviewed By:	Jon Law; Joe Mehline; Katie Gillies; Ryan Lukson; Purchasing 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	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office (BCSO) requested and was approved PST funding for remote electronic fingerprint capturing technology, which allows deputies in the field to remotely capture a violator/suspect's fingerprints and positively identify the subject without delay.

King County sent BCSO a Memorandum of Agreement (MOA) to access their system for a 90 day trial. If after 90 days BCSO would like to move forward, the BCSO can piggyback from their vendor to purchase the equipment needed at their cost if King County's process is in line with Benton County's procurement policy.

Benton County's IT Department reviewed the attached MOA and confirmed they do not have any concerns with the County's requirements regarding the hardware/software.

The Civil Deputy Attorney has approved the attached MOA as to form.

Fiscal Impact

N/A – There is currently no financial obligations at this time to access King County's system for the 90 day trial. If after the 90 day trial the BCSO would like to move forward with this system, the necessary equipment will be purchased with approved PST funds for an amount not to exceed $30,000

Recommendation

Move to approve the attached Resolution and Memorandum of Agreement between King County Regional Automated Fingerprint Identification System (AFIS), which is a regional program of King County Sheriff's Office and Benton County Sheriff's Office.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A MEMORANDUM OF AGREEMENT BETWEEN KING COUNTY REGIONAL AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM (AFIS) AND BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office (BCSO) requested and was approved PST funding for remote electronic fingerprint capturing technology, which allows deputies in the field to remotely capture a violator/suspect's fingerprints and positively identify the subject without delay; and

WHEREAS, King County Reginal Automated Fingerprint Identification System (KCRA), a regional program of King County and under the administration of the King County Sheriff's Office, sent BCSO the attached Memorandum of Agreement (MOA) to access their system for a 90 day trial; and

WHEREAS, if after 90 days BCSO would like to move forward with the system, then BCSO can piggyback from KCRA's vendor to purchase the equipment needed at their cost if KCRA's purchasing process is in line with Benton County's procurement policy; and

WHEREAS, the Benton County IT Department has reviewed the attached MOA and has confirmed there are no concerns with the County's requirements regarding the hardware/software for this system; and

WHEREAS, the BCSO recommends entering into this MOA for a 90 day free trial to see if this is a system they want to move forward with; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington concurs with the recommendation and hereby authorizes the Chairman of the Board to sign attached Memorandum of Agreement between King County Reginal Automated Fingerprint Identification System, a regional program of King County and under the administration of the King County Sheriff's Office and Benton County Sheriff's Office; and

BE IT FURTHER RESOLVED, the attached contract shall commence upon signature of both parties and shall continue in full force and effect for 90 days from signing unless modified or terminated in accordance with the terms of this Agreement.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Pro-Tem

Attest.....
Clerk of the Board

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington

Orig: BCSO
cc: Auditor, PA, Purchasing Dept., KCRA

Prepared by: L. Small

MEMORANDUM OF AGREEMENT

BETWEEN

King County Regional Automated Fingerprint Identification System (AFIS),
a regional program of King County and under the administration of the
King County Sheriff's Office, hereinafter referred to as "KCRA",

AND

BENTON COUNTY SHERIFF'S OFFICE, hereinafter
referred to as "AGENCY".

FOR THE USE OF

Remote Electronic Fingerprint Capture Equipment by law enforcement personnel in the field to perform a quick two-fingerprint search hereinafter referred to as "Mobile ID".

THE PURPOSE OF THIS AGREEMENT is for KCRA to provide its Mobile ID service for use by AGENCY Officers.

WHEREAS, KCRA has proven to be an effective crime-fighting service in furtherance of the health, welfare, benefit and safety of the residents within King County; and

WHEREAS, Since January 1, 2013, the County has continued to provide effective AFIS services to public law enforcement agencies within King County, through a voter approved six (6) year levy, as authorized by King County Ordinance No. 18674;

WHEREAS, Mobile ID has been a proven tool in assisting law enforcement to help identify subjects while in the field;

WHEREAS, AGENCY wishes to use the KCRA Mobile ID service to assist in the identification of subjects within its jurisdiction;

NOW, THEREFORE, the parties hereto agree as follows:

KCRA will provide its Mobile ID service for use by AGENCY officers, allowing AFIS search capability at KCRA, the Western Identification Network (WIN), which includes Washington State arrest records, and the FBI's Repository for Individuals of Special Concern (RISC). The purpose of this Agreement is to establish the terms under which the Mobile ID service will be used.

The goals of this Agreement are to:

- Protect the community by assisting law enforcement in identifying potentially wanted or dangerous subjects before they are released from custody.
- Protect law enforcement officers by providing information important to officer safety prior to the release of detained individuals.

Mobile ID is defined as: mobile electronic fingerprint capture equipment (software and hardware) used to obtain prints from two fingers for purposes of searching AFIS to determine an individual's identity. These fingerprints are not stored in AFIS.

I. CONTRACT ADMINISTRATION

This Agreement shall be administered by KCRA through the Regional AFIS Manager or designee and the AGENCY HEAD or designee. Each Party shall approve this Agreement. Each Party shall inform the other within thirty (30) days of this Agreement's execution of its respective contract administrator.

II. GENERAL TERMS AND CONDITIONS

A. KCRA and AGENCY agree to a 90-day trial period using KCRA hardware/software.

B. Upon completion of the 90-day trial period, KCRA, in its sole discretion, will decide whether to provide ongoing Mobile ID service to AGENCY.

C. Upon successful completion of the trial period, AGENCY will return KCRA hardware / software and may purchase its own Mobile ID hardware / software off of the King County contract. If they choose to purchase the annual maintenance agreement offered by the Mobile ID Contractor, AGENCY will pay annual maintenance directly to the Mobile ID Contractor.

D. Mobile ID shall be used exclusively for biometric purposes.

E. Statistics or any information that is pertinent to the use of the Mobile ID service may be requested by the King County Regional AFIS Manager or designee, and will be submitted by AGENCY as needed.

F. AGENCY shall cooperate with the FBI if contacted through a post-processing review of a Mobile ID match in its database.

G. KCRA may remove any AGENCY employee's rights to access the Mobile ID service at any time, for any reason.

H. AGENCY will comply with all applicable Mobile ID requirements as detailed in attached Exhibit A. The Regional AFIS Manager may revise these requirements at any time. Any revised requirements will be provided to AGENCY and automatically incorporated as a new Exhibit A to this agreement. No approval process will be required to amend the Exhibit A.

I. AGENCY will comply with either the original or an alternative version of KCRA's Biometric Handheld Fingerprint Identification Policy. Copies of these policies are attached in Exhibit B. The Regional AFIS Manager may revise the policies at any time. Any revised policy will be provided to AGENCY and automatically incorporated as a new Exhibit B to this agreement. No approval process will be required to amend the Exhibit B.

III. AGENCY LIAISONS AND TRAINING

A. AGENCY shall assign at least one (1) Liaison.

B. AGENCY Liaisons are responsible to be the main point of contact for Mobile ID topics, work with KCRA to schedule AGENCY staff to install the Mobile ID software, schedule staff training, and conduct system testing.

C. All AGENCY Liaisons are required to attend training in the proper use of and the administrative functions of Mobile ID. Training shall be provided by the KCRA designated Trainer.

D. All AGENCY Mobile ID Operators are required to attend KCRA provided training in the proper use of Mobile ID by the KCRA designated Trainer.

IV. INSTALLATION AND MAINTENANCE

A. Costs paid by KCRA

The only costs to KCRA would be staff time.

B. Costs paid by AGENCY

1. Any internal infrastructure that may be necessary to connect AGENCY to the King County Network. This infrastructure may include a Local Area Network, or other equipment;

2. Cost of integrating any AGENCY system to Mobile ID;

3. Repair or replacement of damaged or lost KCRA Mobile ID equipment from any cause whatsoever, while in the care, custody and/or control of AGENCY.

C. KCRA shall act as the point of contact for any questions or service calls from AGENCY that need to be relayed to the Mobile ID contractor. KCRA shall have a contact person available twenty-four (24) hours a day, seven (7) days a week.

D. AGENCY will not make or permit any person other than KCRA or the Mobile ID contractor to make any adjustment or repair during the trial period. AGENCY will not attempt to service the Mobile ID, and will not permit anyone other than KCRA or the Mobile ID Contractor to perform maintenance services during the trial period.

E. AGENCY shall promptly notify KCRA of any error, defect, or nonconformity in the Mobile ID service.

F. Any local system or network change that would affect the King County network must be reviewed by KCRA prior to implementation.

G. AGENCY shall provide and maintain the network required to submit electronic fingerprint transmissions, in compliance with the Security Policy as described in Exhibit A.

V. DURATION, TERMINATION AND AMENDMENT

A. This Agreement shall become effective when it is signed by both Parties.

B. This Agreement shall continue in full force and effect for 90 days from signing unless modified or terminated in accordance with the terms of this Agreement.

C. This Agreement may be terminated or suspended by either Party without cause, in whole or in part, by providing the other Party's administrator, as described in Section I, thirty (30) days advance written notice of the termination.

D. If KCRA or other funding is withdrawn, reduced, or limited in any way, KCRA may, upon written notification to the AGENCY administrator, as described in Section I, terminate or suspend this Agreement in whole or in part and such termination or suspension may take place immediately.

E. This Agreement shall terminate without penalty in the event that, in the opinion of KCRA, AFIS levy proceeds are, for whatever reason, no longer available for purposes of this Agreement.

F. As described in Section II, changes to Exhibit A or B may be made by the Regional AFIS Manager. All other amendments to this Agreement must be agreed to in writing by the Parties.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

A. In no event will King County be liable for loss of data, loss of use, interruption of service, incompleteness of data and/or for any direct, special, indirect, incidental or consequential damages arising out of this Agreement or any performance or non-performance under this Agreement.

B. Except where prohibited by law, AGENCY shall indemnify, defend and hold harmless King County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages arising out of or in any way relating to the AGENCY's installation, maintenance or use of King County's Mobile ID equipment or service, including any claimed violation of any person's civil rights except for injuries or damages caused by the negligence or willful misconduct of King County, its officers, or employees. The foregoing indemnity is specifically and expressly intended to constitute a waiver of AGENCY's immunity under Washington's Industrial Insurance act, RCW Title 51, as respect to King County only, and only to the extent necessary to provide King County with a full and complete indemnity of claims made by AGENCY employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. In the event that any suit based upon such a claim, action, loss, or damage is brought against King County, AGENCY shall defend the same at its sole cost and expense; provided, that, King County retains the right to participate in said suit at its own expense if any principle of governmental or public law is involved; and if final judgment be rendered against King County and its officers, agents, and employees, or any of them, or jointly against King County and AGENCY and their respective officers, agents, and employees, or any of them, AGENCY shall satisfy the same.

C. King County assumes no responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of AGENCY, its employees, contractors or others by reason of this Agreement.

D. AGENCY shall protect, indemnify and save harmless King County, its officers, agents and employees from any and all claims, costs and losses whatsoever occurring or resulting from (1) AGENCY's failure to pay any compensation, wage, fee, benefit or tax, and (2) the supplying to AGENCY of work, services, materials or supplies by AGENCY employees or agents or other contractors or suppliers in connection with or in support of performance of this Agreement.

E. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

VII. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement may be instituted only in King County Superior Court.

VIII. DISPUTES

The Parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both Parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

IX. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

X. ENTIRE AGREEMENT

No change or waiver of any provision of the Agreement shall be valid unless made in writing and executed in the same manner as this Agreement. Except as to modifications to Exhibits A & B, each Party shall approve any amendment to this Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, written or oral, between the Parties with respect to the subject matter hereof.

The parties to this Agreement have executed this Agreement as of the last date written below.

KING COUNTY REGIONAL AFIS	**BENTON COUNTY, WASHINGTON**
_____ Signature	_____ Signature
_____ Printed Name of Person Signing	Jerome Delvin, Chairman Printed Name of Person Signing
_____ Title of Person Signing	Benton County Commissioner Title of Person Signing
_____ Date Signed	_____ Date Signed

EXHIBITS:
A: FP Equipment Requirements
B: Biometric Handheld Fingerprint Identification Policy

Approved as to Form:

Ryan J Lukson, Civil DPA

EXHIBIT A

MOBILE ID REQUIREMENTS

I. TECHNICAL

AGENCY must provide the proper environment for the Mobile ID software, to include:

A. The Mobile Data Terminal (MDT) or patrol vehicle mounted laptop with Windows 10 64-bit (or newer) operating system with unique logon credentials for each user.

B. The coordination of AGENCY IT staff, when needed, to ensure networking and other technical requirements are met to utilize the system.

AGENCY must satisfy one of the following:

A. The patrol vehicle must be a physically secure location according to current Criminal Justice Information Services Security Policy, or;

B. The MDT/laptop must have multifactor authentication configured, with the second authentication done at Windows logon.

AGENCY shall report any Mobile ID issues to the Service Request Line (206-263-2777) or the AFIS IT mailbox (AFISITHelp@kingcounty.gov).

II. SECURITY

A. Roles and Responsibilities

AGENCY is responsible for establishing appropriate security control.

AGENCY shall provide security awareness briefing to all personnel who have access to the KCRA Mobile ID system.

B. Monitoring

All access attempts are logged and/or recorded and are subject to routine audit or review for detection of inappropriate or illegal activity.

C. Physical Security

AGENCY must assume responsibility for and enforce the system's security standards with regard to AGENCY and users it services. AGENCY must have adequate physical security to protect against any unauthorized access to Mobile ID at all times.

EXHIBIT B

BIOMETRIC HANDHELD FINGERPRINT IDENTIFICATION POLICY
King County Regional Automated Fingerprint Identification System (AFIS)

I. PURPOSE

To provide direction for the use of the biometric handheld fingerprint identification devices, more commonly known as a mobile identification device or Mobile ID. If an agency wishes to adopt its own or deviate from this policy, the agency must present its request to the Regional AFIS Manager.

II. PROGRAM

King County's regional AFIS program has initiated a Mobile ID project, involving the use of wireless remote fingerprint identification throughout the county. The project is designed to assist in identifying persons whose identities are in question. While the fingerprint verification process already exists in King County, Mobile ID moves this function to law enforcement first responders, resulting in a more timely identification process.

The system scans the fingerprints at the Mobile ID device and transmits wirelessly to the King County AFIS. If the fingerprints are in the AFIS database, a positive match returns the person's specific identifiers to the Mobile ID device or officer's mobile computer.

A simultaneous search may also be conducted to search Washington State Patrol's AFIS database and an FBI database known as the Repository for Individuals of Special Concern (RISC).

A. Only officers trained by AFIS program staff and operating under the guidelines of the Mobile ID project may use the device.

B. In the event that lack of usage by the assigned officer is a concern, the AFIS program will communicate with the agency and provide retraining and/or direct a reassignment of the device.

C. Any use of the device not consistent with this policy and/or law enforcement purposes may result in reassignment or forfeiture of the device, and/or a deactivation of access to the AFIS database. Additionally, any violation of the Mobile ID policy/procedure, or of federal or state law, may subject the officer to internal discipline by his/her agency.

III. PROCEDURE

The use or retention of any Mobile ID-collected data shall conform to federal and state laws. It must also conform to individual agency policy as well as the AFIS program procedure as follows:

A. An officer may use Mobile ID when there is probable cause to arrest a suspect.

B. An officer may use Mobile ID during a Terry Stop based upon reasonable suspicion. If a person provides a driver's license or other valid means of identification, or gives the officer a name that can be confirmed through a driver's license check, that form of identification should suffice without the use of Mobile ID. However, if there are articulable facts that give rise to reasonable suspicion regarding the accuracy of a person's identity, the officer may use Mobile ID to verify identity.

C. Absent probable cause or reasonable suspicion of criminal activity, a person may consent to an officer's request to use Mobile ID. However, the consent must be voluntary as defined by current Washington case law; i.e., the person must be informed that he/she has a right to refuse the officer's request.

D. An officer may use Mobile ID as part of a community caretaking function to identify a person when:

1. The person is unable to identify himself/herself because they are deceased, unconscious, physically injured, intoxicated (drugs or alcohol), or suffering from a mental illness or dementia (for instance, Alzheimer's walk-away patient); and

2. The officer does not find any identification; and

3. The officer takes the person into protective custody (for example, under RCW 70.96.120(2) (alcohol), RCW 71.05, 71.34 (mental health), or similar statutes, or to render aid such as having the person transported to the hospital, or to identify and protect an elderly dementia person who is lost.

E. Use of the device shall be documented in any report generated as a result of the contact. The officer must articulate the specific facts that support the basis for the use of Mobile ID and must state the voluntary compliance of the Mobile ID if used without arrest, probable cause, or reasonable suspicion.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	Interagency Agreement between the WA State AOC & Benton County
Presenter:	N/A
Prepared By:	Tiffany Deaton
Reviewed By:	Ryan Brown

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

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

Summary / Background Information

The 2019 Washington State Legislature passed 2SSB 5604, which implemented the Uniform Guardianship Act (UGA). Significant new county expenses for implementation of the UGA will be incurred by requiring the court to appoint attorneys and court visitors. The Administrative Office of the Courts provided reimbursement to costs for the period of January 1,2021 to June 30, 2021. The Administrative Office of the Courts is again offering funding for reimbursement. The Superior Court is requesting Benton County to authorize entering into the 2021-2022 Interagency Agreement, IAA22043 with the Washington State Administrative Office of the Courts for reimbursement of qualified costs for UGA appointment services consistent with the attached agreement.

Fiscal Impact

Benton County will receive up to a maximum of $221,825.00 in qualified reimbursement costs for UGA appointment services incurred during the period of July 1, 2021 – June 30, 2022.

Recommendation

I recommend that the Board of County Commissioners for Benton County approve the resolution and sign Interagency Agreement #IAA22043 between the Administrative Office of the Courts and Benton County.

Suggested Motion

N/A – Consent Agenda.

BENTON COUNTY RESOLUTION

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT #IAA22043 BETWEEN BENTON COUNTY AND WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, the Superior Court received notification on July 30, 2021 of available reimbursement funding for Uniform Guardianship Act (UGA) appointment services to Benton County for costs incurred during the period of July 1, 2021 to June 30, 2022 for a maximum reimbursement amount of $221,825; and

WHEREAS, Tiffany Deaton, Superior Court Administrator, finds it is in the best interest of the Superior Court that the Agreement between Washington State Administrative Office of the Courts and Benton County be approved as presented for reimbursement of costs incurred during the period of July 1, 2021 to June 30, 2022 for a maximum reimbursement amount of $221,825 and; **NOW, THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed UGA appointment services reimbursement agreement for the term commencing July 1, 2021 and terminating on June 30, 2022 with a maximum reimbursement amount of $221,825; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign Interagency Agreement #IAA22043 between Benton County and the State of Washington Administrative Offices of the Courts on behalf of Benton County.

DATED this _____ day of _____, 2021.

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chairman of the Board

_____ ATTEST:
Member

_____ _____
Member Clerk of the Board

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

Prepared by: T. Deaton

Originals (1): 1-BC Commissioners

INTERAGENCY AGREEMENT IAA22043
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY SUPERIOR COURT

THIS AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and Benton County Superior Court, for the purpose of reimbursing the Benton County Superior Court (Court) for attorney appointments under RCW 11.130.200(5) and court visitor appointments under RCW 11.130.195(4).

1. DEFINITIONS

For purposes of this contract, the following definitions apply:

a) "Attorney appointed for a parent" means an attorney appointed under RCW 11.130.200(5).

b) "Court visitor" means a person appointed under RCW 11.130.195(4).

c) "UGA appointment services" means attorneys appointed for a parent under RCW 11.130.200(5) and court visitors as appointed under RCW 11.130.195(4).

2. PURPOSE

The purpose of this Agreement is to partner with individual local courts in providing UGA appointment services.

3. DESCRIPTION OF SERVICES TO BE PROVIDED

a) The Court will ensure that the funding under this contract is used only for reimbursement of costs paid to attorneys appointed for a parent or court visitors. Other costs are not eligible for reimbursement, including but not limited to: judicial officer time, administrative costs (overhead or indirect), court staff time, etc. No prepayment will be made under this Agreement.

b) The Court agrees to provide a bimonthly report on UGA appointment services cost and usage data. At a minimum, this reporting will include:

   1) Case numbers.
   2) Purpose of appointment (attorney appointed for a parent or a court visitor), including to whom counsel was provided; and
   3) Amount billed per party.

c) In addition, the Court agrees to report any expected surplus for revenue sharing to AOC by July 26, 2022, and to provide any request for revenue sharing by July 26, 2022 for prioritization by the SCJA.

d) The Court may elect to pay for UGA appointment services that are not in accordance with the provisions of this agreement; however, such payments will not be reimbursed.

4. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2022**.

5. COMPENSATION

a) The Court may be reimbursed a maximum of **$221,825** for UGA appointment services costs incurred during the period of July 1, 2021 to June 30, 2022. No reimbursement will be made under this Agreement for UGA appointment services incurred after June 30, 2022, and any reimbursement beyond this amount will be denied.

b) If this agreement is terminated, the Court will only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

c) The Court will submit its A-19 invoices monthly or bimonthly to: ReimbursementProgram@courts.wa.gov. Forms A-19 submitted under this agreement must include:

   1) Billing reports from attorneys and visitors whose costs are being reimbursed, including hours billed and services provided; and

   2) Payment documents from the Court indicating case number; amount paid, and payee.

d) Data required in 3b above must be submitted electronically to the AOC in conjunction with the bimonthly invoice.

e) Payment to the Court for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of a properly-completed invoice and the completed data report.

f) The Court must maintain sufficient backup documentation of expenses under this Agreement.

g) The AOC, upon consultation with the SCJA and after May 1, 2022, may initiate revenue sharing and reallocate funding among courts as prioritized by the SCJA. If such adjustments are made, Court will be notified by letter and e-mail from AOC, and such a letter will be attached to this agreement as Addendum A.

6. TREATMENT OF ASSETS AND PROPERTY

The AOC is the owner of any and all fixed assets or personal property jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement are “works for hire” as defined by the U.S. Copyright Act of 1976 and are owned by the AOC. Data includes, but is not limited to: reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. In the event that any of the deliverables under this Agreement include material not included within the definition of “works for hire,” the Court hereby assigns such rights to the AOC as consideration for this Agreement.

Data which is delivered under this Agreement, but which does not originate therefrom, must be transferred to the AOC with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license is limited to the extent which the Court has a right to grant such a license. The Court must advise the AOC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The AOC must receive prompt written notice of each notice or claim of copyright infringement received by the Court with respect to any data delivered under this Agreement. The AOC reserves the right to modify or remove any restrictive markings placed upon the data by the Court.

8. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement continue to be employees or agents of that party and are not considered for any purpose to be employees or agents of the other party.

9. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

10. RECORDS, DOCUMENTS, AND REPORTS

The Court must maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records are subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or Agreement. The Court will retain all books, records, documents, and other material relevant to this Agreement for six years after settlement, and make them available for inspection by persons authorized under this provision.

11. RIGHT OF INSPECTION

The Court will provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington of the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

12. DISPUTES

Disputes arising under this Agreement will be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel will thereafter decide the dispute with the majority prevailing. Neither party has recourse to the courts unless there is a showing of noncompliance or waiver of this section.

13. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If this Agreement is so terminated, the parties are liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

14. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. This Agreement; and
c. Any other provisions of the agreement, including materials incorporated by reference.

15. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

16. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

18. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Program Manager
Shelley Ireland Court Association Coordinator PO Box 41170 Olympia, WA 98504-1170 shelley.ireland@courts.wa.gov (360) 704-1924	**Tiffany Deaton** Court Administrator 7122 W Okanogan Pl, Bldg A Kennewick, WA 99336-2359 tiffany.deaton@co.benton.wa.us (509) 736-3071 Ext. 3318

19. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

Administrative Office of the Courts	**Contractor**
Signature *Date*	*Signature* *Date*
ChrisStanley *Name*	*Name*
Director, MSD *Title*	*Title*

Approved as to form:
Ryan K Brown, Chief DPA

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 124

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: S. Mutrux; Treasurer; File

Mutrux

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Treasurer Dept Nbr: 124

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
514.220	3101	Supplies	$106	514.220	3503	Computer Software	$106
TOTAL			$106	TOTAL			$106

Explanation:

Amount needed to cover computer software.

Prepared by: Sabrina Mutrux Date: 8/2/21

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO TRANSFER FUNDS WITHIN CURRENT EXPENSE FUND NO 0000-101, DEPARTMENT 108;

WHEREAS, there are adequate funds available to transfer; and

WHEREAS, no additional funds are being requested**;** and

WHEREAS, the attached Exhibit "A" describes in detail the line items the funds will be transferred from and to.

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 . . . . . , 20 . . . .

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Orig: WSU
cc: Auditor

prepared by: Eileen Hewitt

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: WSU Extension Dept Nbr: 108

Fund Name: Current Expense Fund Nbr: 0000-101

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
571-210	3101	Office Supplies	$400	571-210	3503	Computer Software	$400
TOTAL			$400	TOTAL			$400

Explanation:

We would like to transfer funds from office supplies 571-21-3101 to 571-210-3503 Computer Hardware and Software to purchase a Landscape design and mapping software for our Master Gardeners to use in our Demonstration Garden.

Prepared by: Eileen Hewitt Date: 23-Jul-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021 **Memo Date: August 3, 2021**
Subject:	Public Hearing: Benton County's Shoreline Master Program Periodic Review
Presenter:	Greg Wendt
Prepared By:	Donna Hutchinson
Reviewed By:	Michelle Cooke

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

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

Summary / Background Information

On June 22, 2021 the Board of County Commissioners held a public hearing on the Periodic Update to the Shoreline Master Plan (SMP) for Benton County. The Shoreline Management Act (SMA), RCW 90.58, requires mandatory "periodic updates" to local shoreline master programs every eight (8) years. Every Washington city and county must periodically review and, if needed, revise its Shoreline Master Program (SMP) to ensure compliance with the SMA.

The public hearing was open for public testimony but there was no one present who wished to testify so the public portion of the hearing was closed, and a motion was then made to continue the public hearing decision making process until August 17, 2021. This was done in order to obtain Initial approval of the SMP from the Dept. of Ecology. As of this date, the Dept. of Ecology is still reviewing the document and has not issued a determination on the Initial Approval of the Shoreline Master Plan.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Department that the public hearing be continued until September 14, 2021 in order to have more time for the Dept. of Ecology to get back to the County on the status of the Initial Approval of the Shoreline Master Plan.

Suggested Motion

I move that the Board of County Commissioners continue the public hearing on the Shoreline Master Plan decision making process until 9:00 AM on September 14, 2021 at the Benton County Courthouse.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021 **Memo Date:** August 3, 2021
Subject:	**Continued Public Hearing** on File No. OA 2021-002 an amendment relating to BCC Title 15 Critical Areas, General Provisions and Fish and Wildlife Habitat Conservation Areas
Presenter:	Greg Wendt
Prepared By:	Donna Hutchinson
Reviewed By:	Michelle Cooke

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

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

Summary / Background Information

On June 22, 2021 the Board of County Commissioners held a public hearing on an Ordinance Amendment relating to BCC Title 15, Critical Areas, General Provisions and Fish and Wildlife Habitat Conservation Areas for Benton County.

The public hearing was opened for public testimony and after receiving all testimony, the public portion of the hearing was closed, and a motion was made by the Board to continue the public hearing decision making process until August 17, 2021.

Before the BOCC can adopt the amendment, the Washington State Department of Ecology is required to make an initial determination as part of the update process. To date, the Planning Division has not received comments from the Department of Ecology regarding their initial determination and is requesting to further continue the public hearing in order to give the Department of Ecology adequate time to comment.

It is the recommendation of the Benton County Planning Division that the public hearing be continued until September 14, 2021 in order to provide the Department of Ecology to review and approve the amendment.

Suggested Motion

I move that the Board of County Commissioners continue the public hearing decision making process on the ordinance amendment to BCC Title 15 relating to Critical Areas, General Provisions and Fish and Wildlife Habitat Conservation Areas until 9:00 AM on September 14, 2021 at the Benton County Courthouse.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 17, 2021 **Memo Date:** August 6, 2021
Subject:	OA 2021-003 an Ordinance Amendment to the County Zoning Regulations, specifically BCC 11.03.010 and 11.17.070.
Presenter:	Greg Wendt
Prepared By:	Donna Hutchinson
Reviewed By:	Greg Wendt

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

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

Summary / Background Information

Benton County is proposing a text amendment to the County Zoning Regulations, Ordinance 611, Ordinance 617, and Ordinance 634 with a focus on the following:

a. Chapter 11.03 Definitions, amending BCC 11.03.010(64) updating the definition of a dwelling unit;

b. Chapter 11.03 Definitions, amending BCC 11.03.010(71) removing the definition of farm labor housing;

c. Chapter 11.03 Definitions, amending BCC 11.03.010(88) adding a definition for household; and

d. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(l)(m)(n) removing farm labor housing from uses requiring a Conditional Use Permit.

The proposed changes are as follows:

Chapter 11.03 Definitions. The proposed amendment clarifies the definitions of a household and dwelling unit and removes farm labor housing.

The changes impact BCC 11.03.010 as shown:

(64) "Dwelling Unit" A room or rooms located within a structure, designed, arranged, occupied or intended to be occupied by ((~~not more than one (1)~~)) **a** household. The existence of food preparation and bathroom areas within the room or rooms shall be evidence of the existence of a dwelling unit.

((~~(71) "Farm labor housing" means living quarters such as apartments, cabins, manufactured homes, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work, providing for the annual or seasonal housing of farm employees.~~))

(88) "Household" means a group of people living together and sharing common areas, such as for cooking.

Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD). The proposed amendment removes farm labor housing from uses requiring a Conditional Use Permit in the GMAAD Zoning District.

The changes impact BCC 11.17.070(l) as shown:

((~~(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.~~

The changes impact BCC 11.17.070(m) as shown:

~~(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).~~

The changes impact BCC 11.17.070(n) as shown:

~~(n) Recreational vehicle parks occupied by farm laborers and their families.))~~

On June 8, 2021, the Benton County Planning Commission conducted an open record public hearing to discuss the proposed ordinance amendment. At the conclusion of the public hearing, the Planning Commission recommended approval, subject to seven (7) findings of fact.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Department and the Planning Commission that Planning Casefile Application OA 2021-003, be approved with the suggested **seven** (7) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve the proposed zoning amendment amending Ordinances 611, 617, and 634, Chapter 11.03.010, and 11.17.070 as noted in Casefile OA 2021-003.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING AN ORDINANCE RELATING TO ZONING; AMENDING THE SECTIONS RELATING TO DEFINITIONS AND USES REQUIRING A CONDITIONAL USE PERMIT; AMENDING ORDINANCE 611, SECTION 7, ORDINANCE 617, SECTION 1 AND BCC 11.03.010; AND AMENDING ORDINANCE 611, SECTION 63, ORDINANCE 617, SECTION 7, ORDINANCE 634, SECTION 3 AND BCC 11.17.070.

WHEREAS the Benton County Planning Commission after conducting an open record hearing and review on June 8, 2021 has forwarded the proposed amendment(s) to the Board of County Commissioners with a positive recommendation; and,

WHEREAS the Board did review the Planning Commission record, and staff recommendations, the testimony and the proposed ordinance; and,

WHEREAS the Planning Commission recommendation of approval is set forth in the Planning Commission's Recommendation, Findings of Fact and Conclusions that are found in File # OA 2021-003 in the Planning Department; and,

WHEREAS Notice of Open Record Hearing before the Board of County Commissioners was published in the Prosser Record Bulletin on August 4, 2021; and,

WHEREAS the Board of County Commissioners did conduct an open record hearing on Tuesday, August 17, 2021, at 9.00 a.m. in the Commissioners Meeting Room, Courthouse Third Floor, Prosser WA. to consider the above proposed ordinance amendment to BCC Title 11, Ordinance(s) 611, 617, and 634; and,

WHEREAS the Board of County Commissioners did adopt the Planning Commission's Findings of Fact and Conditions of Approval as their own (which are kept in File No. OA 2021-003 in the Planning Department records); and,

WHEREAS after consideration of the above-mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners are satisfied that it appears to be in the best interest of the public to adopt Planning Application OA 2020-003, amendment to BCC Title 11, Ordinance(s) 611, 617, and 634; and,

NOW THEREFORE BE IT RESOLVED that Ordinance No._____ an ordinance relating to zoning; amending the section relating to definitions; amending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070 is hereby adopted and will take effect and be in full force immediately upon its passage and adoption.

Dated this 17th 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

GW/djh

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

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

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to an Ordinance Amendment to Benton County Zoning Regulations- Regarding housing

Planning File #OA-2020-003
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

AN ORDINANCE amendment relating to zoning; clarifying the definitions of a household and dwelling unit and removing the definition for "farm labor housing ; mending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on May 26, 2021; and,

WHEREAS, an open record public hearing was held on June 8, 2021 at 6:00 p.m. by a virtual meeting format from the Public Services Building, 102206 E. Wiser Parkway, Kennewick WA 99338; and,

WHEREAS, the Planning Commission was available to receive public testimony, exhibits, and answer questions in the public portion of the hearing with the public being able to attend and comment through video and telephonic access to the meeting. The meeting was also broadcast through streaming video to allow the public to view the meeting; and,

WHEREAS, the following members attended the meeting, including, Lloyd Coughlin, Brian Skeels, Marjorie Kaspar, Tammy McKiernan and Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on June 8, 2021; and,

WHEREAS, the Planning Commission at the open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined

in the staff memo dated May 10, 2021; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS OF FACT

1. Benton County is proposing a text amendment to the County Zoning Regulations, **Ordinance 611, Ordinance 617, and Ordinance 634** with a focus on the following:

    a. Chapter 11.03 Definitions, amending BCC 11.03.010(64) updating the definition of a dwelling unit;
    b. Chapter 11.03 Definitions, amending BCC 11.03.010(71) removing the definition of farm labor housing;
    c. Chapter 11.03 Definitions, amending BCC 11.03.010(88) adding a definition for household; and
    d. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(l)(m)(n) removing farm labor housing from uses requiring a Conditional Use Permit.

2. These changes seek to clarify that farm worker housing is available in all zoning districts that allow residential dwelling units, and that even when a business is placing workers, farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. In addition to this, RCW 70.114A provides added opportunities for migrant and seasonal farm labor housing on rural worksites in Benton County.

3. Planning Case File Application OA 2021-003 is found to be in conformance with the intent of **Ordinance 611, Ordinance 617, and Ordinance 634** for zoning text amendments.

4. Planning Case File Application OA 2021-003 is found to be in conformance with the intent of the Benton County Comprehensive Plan.

5. Planning Case File Application OA 2021-003 was submitted to the State of Washington's Department of Commerce on May 10, 2021 for review in compliance with WAC 365-196-630 (6).

6. The legal notification for Planning Casefile Application OA 2021-003 was given on

May 26, 2021, pursuant to RCW 36.70.590.

7. An Environmental Checklist (EA 2020-035) was submitted on November 24, 2021 and a Determination of Non-Significance was issued on March 30, 2021 with a 14-day comment period.

NOW, THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, that these findings of fact for the aforementioned Ordinance Amendment Application OA-2021-003 to amend the section relating to definitions; amending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070 be approved for transmittal to the Board of County Commissioners, with a recommendation to adopt the amendments.

Martin Sheeran 6/8/2021

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

ORDINANCE NO._____

AN ORDINANCE relating to zoning; amending the section relating to definitions; amending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010 are hereby amended to read as follows:

DEFINITIONS. Whenever the following words and phrases appear in this title they shall be given the meaning attributed to them by this section. When not inconsistent with the context, words used in the present tense shall include the future; the singular shall include the plural, and the plural the singular; the word "shall" is always mandatory, and the words "should" and "may" indicate a use of discretion in making a decision. Words used in this title which are not defined in this section shall (when necessary) be defined as to the meaning used in a college level dictionary; or (where required or necessary) as defined in state law under the appropriate RCW, WAC regulations, or County ordinances. The terms "agricultural," "agriculture," "agriculturally," "horticulture," "agronomy," "viticulture," "aquaculture," "floriculture," "food processing," and "farming," shall not be construed to include or relate to marijuana, useable marijuana, or marijuana-infused products.

(1) "Accessory/Ancillary Use or Building" means a subordinate use or building clearly incidental to and located upon the same lot occupied by the main use or building.

(2) "Accessory Dwelling Unit" an additional room or set of rooms located within a single family structure and designed, arranged, occupied or intended to be occupied by not more than one (1) household as living accommodations independent from any other household and not exceeding 800 square feet in area.

(3) "Accessory Equipment Structure" means an un-staffed structure used to contain the equipment necessary for processing communication signals. The accessory equipment structure does not include guyed, lattice, or monopole towers.

(4) "Adult" means a person eighteen years of age and older.

(5) "Adult Family Home" means a regular family abode of a person or persons who are providing personal care, room and board to more than one but not more than six (6) adults who are not related by blood or marriage to the person or persons providing the services.

(6) "Agricultural Building" means a structure designed and constructed to store farm implements or hay, grain, poultry, livestock, fruit and other agricultural products. The structure shall not be used for human habitation, process, treating, or packaging agriculture products, nor shall it be a place to be used by the public.

(7) "Agricultural Market" means a use primarily engaged in the retail sale of fresh agricultural products, grown either on or

off the site, but may include as incidental and accessory to the principle use, the sale of factory sealed or prepackaged food products and some limited non-food items. This definition does not include the sale of livestock.

(8) "Agricultural Recreational Facility" means a facility where a fee is charged in return for access to agriculturally-related recreational opportunities, including but not limited to: enclosed arenas, rodeo, grounds and/or building for livestock exhibits, shows and competitions.

(9) "Agricultural Related Industry" means specifically:

(a) Packaging Plants - may include but are not limited to the following activities: washing, sorting, crating, and other functional operations such as drying, field crushing, or other preparation in which the chemical and physical composition of the agriculture product remains essentially unaltered. Does not include processing activities, or slaughter houses, animal reduction yards, and tallow works.

(b) Processing Plants - may include but are not limited to those activities which involve the fermentation or other substantial chemical and physical alteration of the agricultural product. Does not include slaughter houses or rendering plants.

(c) Storage Facilities - may include those activities which involve the warehousing of processed and/or packaged agricultural products.

(10) "Agricultural Stand" means a structure up to 1000 square feet in area used for the retail sale of agriculture products, excluding livestock, grown on the premises.

(11) "Agricultural Use" means raising crops and livestock, horticultural activities, viticulture, animal husbandry, beekeeping, the storage of equipment for the above and related activities normally and routinely a part of such uses.

(12) "Agricultural Wastes" means wastes on farms resulting from the production of agricultural products including but not limited to crop residues, manures, and carcasses of dead animals weighing each or collectively in excess of fifteen pounds.

(13) "Agriculture Lands" refer to lands that are not already characterized by urban growth and are of long term significance for the commercial production of horticulture, agronomy, silviculture, aquaculture, apiary, animal products, turf, seed, Christmas trees not subject to excise tax, or livestock.

(14) "Agri-tourism Accommodation" means an agricultural business or organization offering overnight lodging in an agricultural setting. The purpose is to provide temporary tourist accommodations that are accessory to an onsite or adjacent agricultural use. Overnight lodging facilities are not to exceed a maximum of 5 guest units. An agri-tourism accommodation does not include bed and breakfast establishments, motels, hotels, and other similar uses.

(15) "Agronomic Rates" or fertilizer guide means the rates of application of sludge, manure, or crop residues in accordance with rates specified by the appropriate fertilizer guide or by recommendation from a qualified soil scientist, for the crop under cultivation.

(16) "Airport/Heliport" means a runway or landing area or other facility designed or used by public carriers for the landing and taking off of aircraft, including the following associated facilities: taxiways, aircraft storage and tie-down areas, hangars, servicing, and passenger and air freight terminals.

(17) "Airstrip (personal)" means a runway without normal airport functions maintained for the private use of the owner of the property on which it is located.

(18) "Airstrip commercial crop-dusting" means a private runway with service and maintenance facilities which serves the commercial crop-duster.

(19) "Allowable Use" or "Permitted Use "means a use which is allowed outright, i.e., the land use itself does not require obtaining Planning Administrator review and approval, or a conditional use permit.

(20) "Amateur (or Ham) Radio Facilities" means a radio transmission or receiving antenna or communication device operated for non-commercial purposes by individuals licensed by the Federal Communications Commission (FCC).

(21) "Animal Feedlot" refers to a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. For purposes of Benton County, open lots used for feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots under these definitions. Seasonal use during the months of November through February is exempt from feedlot status.

(22) "Animal Unit" is the volume of waste produced over a period of time by a horse, slaughter steer, or heifer.

(23) "Animal Unit Equivalent" equals the number of other farm animals, (chickens, sheep, turkeys, etc.,) needed to produce the equivalent in waste of an animal unit; i.e., it takes fifty (50) chickens to produce the same volume of waste as a horse.

For purposes of Benton County, the following equivalents apply:

TABLE 11.03.010-1 ANIMAL UNIT EQUIVALENT CONVERSION TABLE

Type of Livestock	Animal Unit Equivalent (per half acre)
Cattle:	
1 slaughter steer, or bull, or dairy cow, or heifer	1.0
2 weaned calves to yearlings	1.0
Horses:	
1 horse	1.0
Sheep:	
2 ewes, with or without unweaned lambs at side	1.0
1 ram	1.0
4 weaned lambs	1.0

Swine:	
2 brood sows	1.0
5 feeder pigs (up to 200 lbs.)	1.0
1 boar	1.0
Other:	
2 goats	1.0
2 llamas	1.0
3 alpacas	1.0
1 ostrich	1.0
3 emus	1.0
5 rhea	1.0
40 ducks or geese	1.0
20 turkeys	1.0
50 chickens	1.0
50 rabbits	1.0
Other animals, not listed above	As may be determined by the Planning Administrative Official

(24) "Antenna Array" means one or more rods, panels, discs or similar devices used for the transmission or reception of communication signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). The antenna array does not include the communication tower.

(25) "Apartment House" means a building containing three or more family-dwelling units each of which, though independent of the other, is provided with joint service such as central heat, common hallways, common entrance or entrances to the building, janitor service, refuse disposal and similar services.

(26) "Aquifer" A body of rock or soil that contains sufficient saturated permeable material to conduct groundwater and to yield economically significant quantities of groundwater to wells and springs.

(27) "Attached Communication Facility" means an antenna array that is attached to a building or structure. The building or structure may be but is not limited to a utility pole or a water tower.

(28) "Bakeries" means the conversion of raw materials through a baking process to finished consumable products and may include the marketing and sale or serving of such products and related accessory items on-site and/or off-site.

(29) "Bed and Breakfast" means an owner occupied single family dwelling in which not more than five bedrooms are rented for money or other valuable consideration to the traveling public and only one meal, breakfast, may be served to guests.

(30) "Best Management Practices (BMP's) "means physical, structural, and/or managerial practices that when used singularly or in combination, protect the functions and values of critical resources. Acceptable BMP's are found in the County's Administrative design Manual. BMP's are current and evolving conservation practices, or systems of practices, management or operational measures, or design and construction techniques; or normal and accepted industry standards that are applied to land uses and land use activity in a manner which:

(a) controls soil loss and reduces water surface and groundwater quality degradation caused by nutrients, animal wastes, toxins, and sediment; and

(b) mitigates adverse impacts to the natural chemical, physical and biological environment of the County.

(c) utilizes the county's natural resources on a long term, sustainable yield basis.

(31) "Biosolids" means municipal sewage sludge that is a primarily organic, semisolid product resulting from the wastewater treatment process that can be beneficially recycled and meets all requirements of Chapter 70.95J RCW, as it now exists or is hereafter amended.

(32) "Buffer" means a designated area used to separate incompatible uses or protect resources or development. Buffers are generally undeveloped areas. There are different types of buffers for different purposes:

(a) buffers which protect sensitive natural resources (critical areas) from the adverse impacts of development are generally undeveloped open space which are ecologically part of the protected resource;

(b) buffers which protect the integrity of development from certain natural hazards such as slope instability, floods or fire prone areas, are setbacks which avoid the hazard;

(c) buffers to separate incompatible uses, such as residential from industrial, airports or certain activities common to commercial agriculture, are generally open or sparsely populated.

(33) "Business activity" means the production or sale of goods, or the sale of services that is clearly incidental and secondary to the use of the property for residential purposes and that complies with the criteria set forth in this title.

(34) "Child" means a person seventeen years of age and under.

(35) "Child Day Care Facility - Type A" means a dwelling unit where a childcare provider cares for twelve (12) or fewer children for periods of less than 24 hours a day.

(36) "Child Day Care Facility - Type B" means a dwelling unit where a childcare provider cares for thirteen (13) or more children for periods of less than 24 hours a day, or a building or structure other than a dwelling unit where a childcare provider cares for any number of children for periods of less than 24 hours a day.

(37) "Childcare provider" means an agency, person, or persons who regularly provide childcare for one or more children for compensation for periods of less than 24 hours a day while such children are apart from their parents or guardians.

(38) "Church" means a structure, or group of structures, which by design and construction are primarily used for religious services and instruction.

(39) "Citizen Band Radio" means two-way radio facilities used for short-range personal and business communications and operated without the need of a federal license.

(40) "Closed record appeal" means an appeal to the Board of County Commissioners, on a decision made during an open record hearing where no new evidence or information is being submitted, of a decision made following an open record hearing on a project permit application.

(41) "Commercial Dairy" means any premises where three or more animal units are kept, milked, or maintained for licensed commercial sale of product.

(42) "Commercial Hog Ranch" means the keeping of six (6) or more feeder pigs exceeding six (6) weeks of age, or more than two (2) brood sows.

(43) "Commercial Horticulture" means the cultivation of fruits, vegetables, flowers, or plants on twenty (20) acres or more under common ownership.

(44) "Commercial Poultry/ Rabbit Operation" means premises where more than one hundred (100) birds or fifty (50) rabbits are kept.

(45) "Commercial Recreational Facility" means a parcel of land or structures used to generate revenue in return for access to recreational facilities such as: battling cages, billiard parlors; bowling alleys, fishing and fly casting ponds, golf driving ranges, golf pitch and putt courses, lawn and court games, miniature golf courses, skating rinks, tennis courts, swim parks, sports fields, gymnasiums, and other similar recreational uses.

(46) "Commercial Significance, Long Term" means the growing capacity, productivity and soil composition of the land for long term commercial production in consideration with the land's proximity to population areas, and the possibility of more intense uses of the land.

(47) "Common Facilities" means any facility within the area of a planned development which is designed and constructed for the use of all residents of the development.

(48) "Common Open Space" means any area of land or water or combination thereof within the area of planned development which is designed and intended for the use of all residents of the planned development.

(49) "Communication Facility" means any facility used for the transmission and/or reception of communication services. Such facility usually, but not necessarily, consists of an antenna array, connection cables, and a communication tower to achieve the necessary elevation.

(50) "Communication Facility Height" means the distance measured from ground level to the highest point on the communication facility, including the antenna array.

(51) "Communication Services" means any communication services as defined in the Telecommunication Act of 1996, which includes: cellular services, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), radio and television towers, paging services and similar services that currently exist or that may in the future be developed.

(52) "Communication Tower" means a freestanding structure designed and constructed specifically to support an antenna array. The structure may include a monopole tower, self-supporting (lattice) tower, guyed tower and other similar structures.

(53) "Compatibility" means the congruent arrangement of land uses and/or project elements to avoid, mitigate, or minimize (to the greatest extent reasonable) conflicts.

(54) "Comprehensive Plan" means the Benton County Comprehensive Plan and any amendments, addenda, or supplemental plans that are duly adopted under Chapter 36.70 RCW and Chapter 36.70A RCW, as they now exist or is hereafter amended, for Benton County or any portion thereof.

(55) "Concentrated Animal Feeding Operation" means a structure or pens for the concentrated feeding or holding of animals or poultry, including but not limited to horses, cattle, sheep or swine. This definition includes dairy confinement areas, slaughterhouses, shipping terminal holding pens, poultry and/or egg production facilities and fur farms but does not include animal husbandry.

(56) "Condition(s) of Approval" means restrictions or requirements imposed by a reviewing official pursuant to authority granted by this title.

(57) "Conditional Use Permit" means a permit which is granted for a conditional use. The term "conditional use" means a use subject to specified conditions which may be permitted in one (1) or more classifications as defined by this title but which use, because of characteristics peculiar to it, or because of size, technological processes or type of equipment, or because of the exact location with reference to surroundings, streets and existing improvements or demands upon public facilities, or impacts to ground or surface water requires a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zone or zones, and to assure that such use shall not be adverse to the public interest.

(58) "County" means Benton County.

(59) "Crisis Residential Center" means a facility operated as a temporary shelter within a single family dwelling and providing twenty-four (24) hour a day care for up to six (6) children that is established and licensed by the State of Washington in accordance with RCW 74.13.032 as now in effect or hereafter amended.

(60) "Designated Manufactured Home" means a new manufactured home constructed in accordance with state and federal requirements for manufactured homes, and which:

(a) is comprised of at least two (2) fully enclosed parallel sections each of which is not less than twelve (12) feet wide by thirty-six (36) feet long;

(b) is constructed with a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;

(c) has exterior siding similar in appearance to siding materials commonly used on conventional site-built single-family residences under the International Residential Code;

(d) is set upon a permanent foundation, as specified by the manufacturer, and the space from the bottom of the home to the ground is enclosed by concrete or an approved concrete product which can be either load bearing or decorative; and,

(e) the manufactured home is thermally equivalent to the state energy code.

(61) "Designated Provider" has the definition of that term as set forth under chapter 69.51A, RCW.

(62) "Development" means "use" as defined by this title.

(63) "Duplex" A single structure containing two (2) dwelling units, neither of which is defined as an accessory dwelling unit.

(64) "Dwelling Unit" A room or rooms located within a structure, designed, arranged, occupied or intended to be occupied by ((~~not more than one (1)~~)) a household. The existence of food preparation and bathroom areas within the room or rooms shall be evidence of the existence of a dwelling unit.

(65) "Dwelling, Single-Family" or "Single Family Dwelling" or "One Family Dwelling" means one of the following types of buildings or structures designed to contain a single dwelling unit:

(a) a site built home - see "Site Built Home";

(b) a modular home - means a residential structure which meets the requirements of the Uniform Building Code or International Residential Code and is constructed in a factory and transported to the building site;

(c) a designated manufactured home - see "Designated Manufactured Home".

(66) "Dwelling, Single-Family Detached" means one dwelling located on one lot and not attached to any other dwelling unit.

(67) "Electric Vehicle Charging Station" means a parking space containing battery-charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle and that does not meet the definition of a Rapid Charging Station.

(68) "Equipment Rental Facility" means a facility that stores equipment that can be rented for a specified period of time in return for payment.

(69) "Factory Assembled Commercial Structure" means a factory assembled structure (FAS) designed or used for industrial, educational, assembly, professional, or commercial purposes.

(70) "Family" means any number of individuals living together as a single housekeeping unit, and doing their own cooking on the premises exclusively as one household.

((~~(71) "Farm labor housing" means living quarters such as apartments, cabins, manufactured homes, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work, providing for the annual or seasonal housing of farm employees.~~))

((~~(72)~~))(71) "Fence" means a substantial material serving as an enclosure, barrier, or boundary consisting of wood, metal, masonry wall, solid board fence, screen chain link or other substantial material.

((~~(73)~~))(72) "Fire Department Facility" means a building housing all or a portion of a duly organized fire department, fire protection district or fire company regularly charged with the responsibility of providing fire protection to a jurisdiction.

((~~(74)~~))(73) "Floodplain" means the total area subject to inundation by the base flood.

((~~(75)~~))(74) "Floodway" means the channel or waterway or those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge the floodwaters of the watercourse without causing more than a one foot rise in the water surface elevation of a 100-year flood.

((~~(76)~~))(75) "Front Property Line" means the front property line as shown upon the official recorded plat of the property. In all cases where the front property line cannot be determined from a recorded plat, it shall be the property line abutting or adjoining a public road, street, highway, or lane. If there is more than one property line adjoining or abutting a public road, street, highway or lane, the front property line shall be considered to be the property line along the principal or main travelled public way. In the event there is question as to which public way is the principal one, the Planning Administrator shall, upon request from the County Engineer or any interested party, designate the front property line for any specific lot and such designation shall be final for the purposes of this title.

((~~(77)~~))(76) "Front Yard" means the required open space between the front property line and the nearest part of any building on the lot.

((~~(78)~~))(77) "Golf Course" means a parcel or tract of land that is improved for the purposes of playing golf e.g., greens, tees or fairways, shelters, clubhouses, and ancillary maintenance buildings.

((~~(79)~~))(78) "Guyed Tower" means any structure, including but not limited to lattice towers or monopoles, which uses guy wires to connect above-grade portions of a communication tower diagonally with the ground in a radial pattern around the tower.

((~~(80)~~))(79) "Hazardous Waste and/or Material" means all dangerous and extremely hazardous waste as defined in RCW 70.105.010, as it now exists or is hereafter amended, except for moderate-risk waste.

((~~(81)~~))(80) "Hazardous Waste Storage" means the holding of hazardous waste for a temporary period as regulated by State Dangerous Waste Regulations, Chapter 173-303 WAC, as amended.

((~~(82)~~))(81) "Hazardous Waste Treatment" means the physical, chemical, or biological processing of hazardous waste to make wastes nondangerous or less dangerous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

((~~(83)~~))(82) "Hazardous Waste Treatment and Storage Facility, Off site" means treatment and storage facilities that treat and store waste from generators on properties other than those on which the treatment and storage facilities are located.

((~~(84)~~))(83) "Hazardous Waste Treatment and Storage Facility" means treatment and storage facilities that treat and store wastes.

((~~(85)~~))(84) "Hearings Examiner" means an examiner appointed by the Board of County Commissioners, authorized to hear and make decisions on variances, land use permits, and certain appeals.

((~~(86)~~))(85) "Holding pens" means enclosed areas used for short term occupation by livestock and customarily serves as a staging area when moving livestock from place to place or for general livestock maintenance activities.

((~~(87)~~))(86) "Home Occupation" means any business use that is clearly incidental and secondary to the use of the property for residential purposes.

((~~(88)~~))(87) "Hotel" means a facility offering transient lodging accommodations to the general public and may provide additional services, such as restaurants and meeting rooms. Includes motels.

(88) "Household" means a group of people living together and sharing common areas, such as for cooking.

(89) "Housing for People with Functional Disabilities" means housing used, or intended for use, by persons with functional disabilities. The term includes, but is not limited to, Adult Family Homes, Residential Care Facilities, and housing for any Supported Living Arrangement, as therein defined.

(90) "Hunting, Fee Access" means an activity where hunters pay a fee to lease private property from property owners allowing them access onto the property for hunting purposes.

(91) "Hunting Preserve" means a parcel or contiguous parcels encompassing at least three hundred and twenty (320) acres used for hunting.

(92) "Impervious Surface" means any material which prevents absorption of storm water into the ground.

(93) "Industrial Solid Wastes" means waste by-products from manufacturing and processing operations such as scraps, trimmings, packing, and other discarded materials not otherwise designated as dangerous waste under chapter 173-303 WAC, as it now exists or is hereafter amended((~~,~~)).

(94) "Infiltration" refers to the penetration of water into soil or other material.

(95) "Kennel, Commercial" means any premises on which more than four (4) dogs, each more than six (6) months old are housed, groomed, bred, boarded, trained, or sold.

(96) "Kennel, Private" means any premises on which one or more dogs are housed, groomed, bred, boarded, trained, or sold but that does not meet the definition of a commercial kennel as defined herein.

(97) "Land" means any lot, parcel or tract of real property (ground, soil, or earth).

(98) "Land Use" means the method or manner in which land and structures are occupied or utilized.

(99) "Landscaping" means the planting, removal, and maintenance of vegetation along with the movement and displacement of earth, topsoil, rock, bark, and similar substances done in conjunction with the planting, removal and maintenance of vegetation. Landscaping products would include trees, shrubs, topsoil, landscaping rock, bark, irrigation supplies, ornamental fixtures, and/or similar materials used in landscaping property.

(100) "Lattice Tower" means a structure that consists of a network of vertical and horizontal supports and crossed metal braces which form a tower that is usually triangular or square in cross-section.

(101) "Law Enforcement Facility" means an office for the administration of any public agency responsible for the public order and safety, i.e., police, sheriff, or state patrol. Law enforcement facilities do not include outdoor storage areas or maintenance shops.

(102) "Lot" means:

(a) a parcel of land on which a principal building and its accessory buildings are placed or are to be placed, together with the required open spaces; or a "lot" designated as such on an officially recorded plat;

(b) any subdivision of land by metes and bounds description prior to the adoption of this title and held under one ownership separate and distinct from the adjoining and abutting land shall be considered a "lot" as shown by the last conveyance of record; and,

(c) when a tract of land consisting of more than one platted lot held under one ownership is to be developed as one unit, all the parcels or lots shall be considered as one lot for the purpose of this title.

(103) "Lot Area" means the total horizontal area within the boundary lines of a lot.

(104) "Lot Coverage" means the percentage of area of a lot which is occupied by a primary building or structure and its accessory buildings or structures, not including uncovered patios, driveways, open steps and buttresses, terraces, and ornamental features projecting from buildings or structures which are not otherwise supported by the ground.

(105) "Lot Depth" means the horizontal length of a straight line drawn from the midpoint of the front lot line to the midpoint of the rear lot line.

(106) "Lot Line, Front:"

(a) in the case of an interior lot - the front lot line shall be the property line separating the lot from the road;

(b) in the case of a corner lot - the front lot line shall be the property line with the narrowest street frontage, except, the Planning Administrator, or his/her designee,

shall designate the front lot line for corner lots in residential districts.

(c) in the case of a flag lot, when an access easement or right-of-way extends across the lot, the front lot line shall be the line separating the lot from the right-of-way or access easement. When the right-of-way or access easement does not extend across the property, the front lot line shall be determined by the building official.

(107) "Lumber Yard" means facilities used for the storage and sale of dimensional lumber.

(108) "Manufactured Home" means a manufactured, relocatable living unit which, when erected on site, is designed to be permanently connected to required utilities and used as a dwelling, exceeds forty (40) feet in length and eight (8) feet in width, and bears the insignia of the U. S. Department of Housing and Urban Development.

(109) "Manufactured Home/FAS Park" includes mobile home park. A site, lot or tract of land under the ownership or management of one person, firm or corporation, intended for occupancy by five (5) or more manufactured (mobile) homes/FAS for dwelling or sleeping purposes. This definition shall not include parks for the location of recreational vehicles for travel or recreation.

(110) "Manure" means animal waste.

(111) "Manure Storage Area" refers to an area associated with an animal feedlot where animal manure or runoff containing animal manure is stored until it can be utilized as domestic fertilizer or removed to a permitted animal manure disposal site. Animal manure packs or mounding within the animal feedlot shall not be considered to be manure storage.

(112) "Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include:

(a) The mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination; or

(b) Industrial hemp as defined in RCW 15.120.010.

(113) "Marijuana Concentrates" means products consisting wholly or in part of the resin extracted from any part of the plant Cannabis and having THC concentration greater than ten percent.

(114) "Marijuana-Infused Products" means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in subsection (112) of this section, and have a THC concentration no greater than ten percent. The term "marijuana-infused products" does not include either useable marijuana or marijuana concentrates.

(115) "Marijuana Processing" means the processing of marijuana, by a person licensed by the Washington State Liquor and Cannabis Board, into marijuana concentrates, useable marijuana, or marijuana-infused products for sale in retail outlets, or marijuana concentrates, useable marijuana, or marijuana-infused products for sale at wholesale to marijuana retailers.

(116) "Marijuana Production" means the production and sale of marijuana at wholesale to marijuana processors and other marijuana producers by a person licensed by the Washington State Liquor and Cannabis Board.

(117) "Marijuana Products" means useable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section.

(118) "Marijuana Retail Sales" means the sale of marijuana concentrates, useable marijuana, or marijuana-infused products in a retail outlet by a person licensed by the Washington State Liquor and Cannabis Board.

(119) "Master Planned Resorts/Summer Resorts" means a self-contained and fully integrated planned unit development, in a setting of significant natural amenities, with primary focus on destination resort facilities consisting of short-term visitor accommodations associated with a range of developed on-site indoor or outdoor recreational facilities. A master planned resort may include other residential uses within its boundaries, but only if the residential uses are integrated into and support the on-site recreational nature of the resort.

(120) "Medical Facility" means an office from which emergency or routine health care services are provided and that does not involve overnight inpatient care.

(121) "Medical Use of Marijuana" means the manufacture, production, possession, transportation, delivery, ingestion, application, or administration of marijuana for the exclusive benefit of a qualifying patient or designated provider in the treatment of his or her terminal or debilitating medical condition.

(122) "Monopole Tower" means a structure that consists of a single pole to support antennas and connecting appurtenances.

(123) "Multi-family Dwelling" means a building arranged or designed to be occupied by more than two families, such as an apartment house, flat or rowhouse.

(124) "New Manufactured Home" means any manufactured home required to be titled under Title 46 RCW, as it now exists or is hereafter amended, which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW 82.45.032(2), as it now exists or is hereafter amended((~~,~~)).

(125) "Non-agricultural Accessory Use" means the production or sale of goods, or the sale of services that are not normally and routinely a part of the chain of production and harvesting of an agricultural or horticultural crop, or livestock.

(126) "Nonconforming" means a lot, use, building or structure which was lawful prior to the adoption, revision or amendment of this title, but which fails, by reason of such adoption, revision or amendment, to conform to the current requirements of the zoning district.

(127) "Nursery" means an establishment where trees, shrubs and other plant materials are grown on site for the purpose of sale.

(128) "Open record hearing" means a hearing, conducted by a single hearing body or officer authorized by the Benton County Board of Commissioners, wherein a record will be created through the receipt of testimony and other appropriate evidence and information under procedures prescribed by the Benton County Code or by such body's or officer's rules of procedure.

(129) "Outdoor Storage" means all materials, equipment, merchandise or objects kept or placed on the lot or not within an enclosed structure, for preservation or later use or disposal; it is not intended, however, to include the following exceptions:

(a) Those objects customarily stored outside an enclosed structure due to their size and due to their being of such character as to not readily deteriorate when exposed to the elements, such as automobiles, mobile homes, boats and other vehicles, farm machinery, irrigation and heavy construction equipment, and those objects which are themselves enclosures; provided, however, such objects are being kept primarily for immediate sale to others or for rental to others.

(b) Neat and orderly outdoor displays of items or objects for immediate sale when such displays are incidental or accessory to an established commercial principal activity conducted from an enclosed structure.

(130) "Parcel" means land having fixed boundaries created in accordance with Benton County Code and/or state law. The term includes lots or tracts.

(131) "Park" means a public or privately owned area with facilities for active or passive recreation by the public, including but not limited to: sports fields, skating facilities, water access facilities, trails for non-motorized uses, caretaker residences, and supporting infrastructure.

(132) "Pasture" refers to areas where grass or other growing plants are used for grazing and where the concentration of animals is such that a vegetative cover is maintained during the growing season except in the immediate vicinity of temporary supplemental feeding or watering devices.

(133) "People with Functional Disabilities" means a person who, because of a recognized chronic physical or mental condition or disease, is functionally disabled to the extent of:

(a) needing care, supervision or monitoring to perform activities of daily living or instrumental activities of daily living, or;

(b) needing support to ameliorate or compensate for the effects of the functional disability so as to lead as independent a life as possible, or;

(c) having a physical or mental impairment which substantially limits one or more of such person's major life activities, or;

(d) having a record of such an impairment, or;

(e) being regarded as having such an impairment, but such term does not include current illegal use of or active addiction to a controlled substance.

(134) "Permit" means written government approval issued by an authorized official empowering the holder thereof to take some action permitted.

(135) "Person" refers to any natural person, any state, municipality, or other governmental or other political subdivision or other public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, and any other entity.

(136) "Planned Development" means any residential development approved and filed with the county auditor and developed in accordance with the provisions of this title.

(137) "Planning Administrator" means the Benton County Planning Director or Manager or his/her designee.

(138) "Planning Administrator Review" means the administrative review process in which the County Planning Director/Manager or his/her designee makes the administrative decision regarding a proposed use after all notifications to state and local agencies to assure consistency with applicable county, state and local requirements have been met.

(139) "Planning Commission" means the duly constituted and appointed Planning Commission of Benton County.

(140) "Planning Department" means the Benton County Planning Department.

(141) "Premises" means a lot, parcel, or plot of land together with the buildings and structures thereon.

(142) "Professional Office" means an office used as a place of business by the following licensed professionals or persons in the following generally recognized professions using training or knowledge of technical, scientific or other academic discipline as opposed to manual skills and that do not involve outside storage or fabrication or on-site sale or transfer or commodities:

(a) Financial Services, Insurance and Real Estate Agents;

(b) Accounting, Auditing, and Bookkeeping Services;

(c) Legal Services;

(d) Management and Public Relations Services; and

(e) Engineering, Architectural, Planning and Surveying Services.

(143) "Public Garage" means any building or premises used for the storage or housing of more than three self-propelled vehicles (except farm implements used on the premises) or where such vehicles are repaired or kept for hire.

(144) "Public Transit Center" means a facility where public transportation passengers interchange from one route or vehicle to another.

(145) "Qualifying Patient" has the definition of that term as set forth under chapter 69.51A, RCW.

(146) "Rapid Charging Station" means a facility offering electrical outlets to be used by consumers for a fee to expeditiously recharge electric vehicle batteries through high power levels that meet or exceed applicable standards under state law.

(147) "Rear Property Line" means the property line of a lot most nearly parallel to the front property line of the same lot as defined in this title except that for a triangular shaped lot the rear property line shall be represented by the point of intersection of the two property lines which are not the front property line as defined in this title.

(148) "Rear Yard" means the required open space on a lot extending along the rear property line through the whole width of the lot.

(149) "Reception Facility" means a private building with restroom facilities and/or kitchen, and associated grounds used for social, educational, or cultural activities.

(150) "Recreational Vehicle" means a motorized or non-motorized vehicle designed and manufactured for recreational use, including but not limited to boats, travel trailers, snowmobiles, go carts, motorcycles (including three and four wheelers), and dune buggies.

(151) "Recreational Vehicle (R.V.) Park" means any site, lot or parcel of ground occupied7 or intended for occupancy by two (2) or more recreational vehicles for travel, recreational or vacation uses, whether or not a fee is charged. Storage of two (2) or more unoccupied recreational vehicles does not constitute an R.V. park.

(152) "Recycling Center" means a facility used to recycle, reprocess, and/or treat the following materials to then return to a condition in which they may be used again: newspapers, magazines, books, and other paper products, glass, metal cans.

(153) "Red Mountain American Viticultural Area (AVA) " means the approximately 4,600-acre, federally designated grape-growing and wine-producing region on the south-facing slope of Red Mountain located in unincorporated Benton County.

(154) "Rental Storage Facility" means a structure or structures containing separate, individual, and private storage spaces of varying sizes leased or rented individually for varying periods of time.

(155) "Resource Lands" refer to agricultural and mineral lands.

(156) "Retail Sales Establishment" means a facility used for the sale of goods directly to customers including, but not limited to: mini marts, farm supply and hardware stores, florists, and agricultural markets.

(157) "Riding Academy" means any establishment where horses are kept for riding, driving, or stabling for compensation or incidental to the operation of any club, association, ranch or similar establishment.

(158) "Sand" refers to large particles of soil from 0.5 to 2 millimeter in diameter. Sand soil contains at least 85 per cent sand with the percentage of silt plus 1.5 times the percentage of clay not exceeding 15 per cent.

(159) "Satellite Earth Station" means the facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming services from a terrestrial source before transmission via satellite.

(160) "School" means a public or private educational learning institution from which instruction is given to children no younger than three (3) years old, and includes high schools, colleges, and agricultural or technical schools or facilities.

(161) "Setback, Front" is the minimum horizontal distance measured perpendicularly from the centerline of the adjacent right-of-way to the nearest wall of the structure. Where there is a partial right-of-way, the setback shall be measured perpendicularly from the design centerline.

(162) "Setback, Side and Rear" is the minimum horizontal distance measured perpendicularly from the nearest property line to the nearest wall of the structure. Except that a side setback on a corner lot, along the adjacent right-of-way shall be measured perpendicularly from the center line of right-of-way. When there is a partial right-of-way, the setback shall be measured perpendicularly from the design centerline.

(163) "Shooting Range Facility" means a range, building or location used for practice with firearms and/or archery equipment. The facility may include limited retail sales and services to support shooting and archery activities and operated only during the time the shooting range facility is open. All sales and service must comply with federal, state and local regulations.

(164) "Side Yard" means the required open space on a lot between the side wall line of a building and the side line of the lot, and extending from the front yard to the rear yard.

(165) "Site built home" means a dwelling primarily constructed on the site to be occupied by the structure and which is permanently affixed to the ground by footings and foundation.

(166) "Slaughterhouse" means a commercial establishment where animals are butchered.

(167) "Solar Power Generator Facility, Major" means the use of solar panels to convert sunlight directly or indirectly into electricity. Solar power generators consist of solar panels, charge controllers, inverters, working fluid system, and storage batteries. Major facilities are developed as the primary land use for a parcel on which it is located and does not meet the siting criteria for a minor facility in BCC 11.03.010(168).

(168) "Solar Power Generator Facility, Minor" means the use of solar panels to convert sunlight directly or indirectly into electricity. Solar power generators consist of solar panels, charge controllers, inverters, working fluid system, and storage batteries. Minor facilities are sited on the power beneficiary premises, are intended primarily to offset part or all of the beneficiary's requirements for electricity/gas, and are secondary or accessory to the beneficiary's use of the premises.

(169) "Solid Waste" means all putrescible and non-putrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles, or parts thereof, and discarded commodities. This includes all liquid, solid and semisolid materials which are not the primary products of public, private, industrial, commercial, mining, and agricultural operations. Solid waste includes but is not limited to wood waste, dangerous waste, and problem wastes. Agricultural wastes are exempt from this definition provided the wastes are limited to manures and crop residues returned to the soil at agronomic (fertilizer) rates.

(170) "Solid Waste Handling Facility" means a parcel of land or structure, or part thereof, larger than two hundred (200) square feet used for the storage, collection, or abandonment of solid waste; provided, establishments for the sale, purchase, storage and dismantling of vehicles and machinery are not considered solid waste handling facilities.

(171) "Solid Waste Transfer Station" means a parcel of land or structure, or part thereof, used as a facility that receives and consolidates solid waste and at which solid waste may be loaded onto tractor trailers, railcars, or barges for long-haul transport to a distant disposal facility.

(172) "Stable, Commercial" means a building in which horses are kept for remuneration, hire, or sale.

(173) "Stable, Private" means a building in which horses are kept for private use.

(174) "Stockyards" see "Animal Feedlots."

(175) "Structure" means that which is built or constructed.

(176) "Subsurface Water" refers to any water below the surface of the ground, including but not limited to water in the saturated and unsaturated zones.

(177) "Supported Living Arrangement" means a living unit owned or rented by one or more persons with functional disabilities who receive assistance with activities of daily living, and/or medical care from an individual or agency licensed and/or reimbursed by a public agency to provide such assistance.

(178) "Urban Growth Area" means an area designated by Benton County in its Comprehensive Plan where urban growth and municipal services are allowed and encouraged and where annexation by cities can occur.

(179) "Use" means the activity or purpose for which land or structures or combination of land and structures are designed, arranged, occupied, or maintained together with any associated site improvement. This definition includes the construction, erection, placement, movement or demolition of any structure or site improvement and any physical alteration to land itself including any grading, leveling, paving or excavation. Use also means any existing or proposed configuration of land, structures, and site improvements, and the use thereof.

(180) "Use District" means a portion of Benton County within which certain uses of land and structures are permitted and certain other uses of land and structures are prohibited, certain yards and other open space are required and specific lot areas are

established, all as set forth and specified in this title. This definition also includes the term "zone" and "zoning district."

(181) "Utilities" means those business, institutions, or organizations which use pipes or conductors in, under, or along streets, alleys or easements to provide a product or service to the public.

(182) "Utility Substation Facility" means above or below ground structures that are necessary to provide or facilitate distribution, transmission, or metering of water, gas, sewage, and/or electric energy. Such facilities may consist of, but are not limited to, the following:

(a) Water, gas, and electrical distribution or metering lines and sites;

(b) Water or sewage pumping stations;

(c) Water towers and reservoirs;

(d) Public water wells and any accessory treatment facilities; and/or

(e) Telephone switching facilities.

(183) "Variance" means a modification of specific regulations in accordance with the terms of this title for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone district classification. Except as set forth or referenced herein, variances do not apply to use, minimum lot size, or required density standards.

(184) "Vegetation" means all native and non-native plant species and tree growth. Vegetation includes but is not limited to lawns, grasses, natural vegetation, bushes, trees, shrubs, vines, perennial plants and flowers, and other similar plantings.

(185) "Vegetative Cover" means that portion of a parcel that is covered by vegetation and includes the canopy area of trees, vines, shrubs, bushes, plants, and other similar plantings. Vegetative cover can be measured in the field by assessing the percentage of the ground that is covered by vegetation.

(186) "Vehicle, Inoperable" means any motor vehicle, recreational vehicle, boat, trailer or semitrailer which lacks a current registration or component part which renders the vehicle unfit for legal use upon the public right-of-way.

(187) "Veterinary Facility" means a business establishment or facility which renders surgical and medical treatment to animals and which includes inside or outside accommodations for animals.

(188) "Warehouse" means a structure used for the storage of goods and materials. Also see "Agricultural Building."

(189) "Wastes" see "Agricultural Wastes," "Industrial Solid Wastes," or "Solid Wastes."

(190) "Wind Turbine" means a machine with turbine apparatus (rotor blades, nacelle and tower) capable of producing electricity by converting the kinetic energy of wind into rotational, mechanical and electrical energy; provided, the term does not

include electrical distribution or transmission lines, or electrical substations.

(191) "Wind Turbine Farms" means two or more wind turbines on one parcel.

(192) "Wind Turbine Height" means the distance measured from the ground level to the highest point on a wind turbine, including the rotor blades.

(193) "Yard Sale" means the occasional sale of used household goods and personal items on the seller's premises. "Yard sale" includes but is not limited to garage sales, moving sales, patio sales, estate sales and rummage sales.

(194) "Wineries/Breweries/Distilleries" means facilities where fruit or other products are processed into wine or spirits and related storage, bottling, shipping, sampling, tasting and sale of such.

(195) "Wrecking Yard" means a lot, parcel of land or structure, or part thereof, larger than 200 square feet, used for the collecting, dismantling, storage, salvaging, or sale of machinery or vehicles not in operable condition or parts thereof; provided that this definition shall not be deemed to include lots used for the outdoor display and sale of used vehicles in operable condition; nor shall it include that part of a farm used for the storage of agricultural machinery kept for salvage by the owner for his own use, and not for sale, on farms having an area of not less than forty (40) acres.

(196) "Zoning District" means a portion of Benton County within which certain uses of land and structures are allowed or conditionally permitted, certain other uses of land and structures are prohibited, and certain development standards may be specified, and includes the terms "zone" and "use district".

SECTION 2. Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted within the GMA Agricultural District if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well-used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.

(b) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.

(c) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.

(d) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, RV parking area, and event related novelty/accessory sales.

(e) Airstrips (commercial crop dusting).

(f) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(g) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.

(h) Off-site hazardous waste treatment and storage facilities may be allowed by conditional use permit issued by the Benton County Hearings Examiner after notice and public hearing as provided in BCC 11.50.040 provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210, as currently in effect or as hereafter amended.

(i) Asphalt manufacture in conjunction with rock, sand and gravel mining.

(j) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

(k) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

((~~(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.~~

~~(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).~~

~~(n) Recreational vehicle parks occupied by farm laborers and their families.~~))

((~~(o)~~)) (l) Off-premise directional signs.

((~~(p)~~)) (m) The production of bio-diesel and alcohol fuels from agricultural products.

((~~(q)~~)) (n) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.

((~~(r)~~)) (o) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.

((~~(s)~~)) (p) Underground natural gas storage facilities.

((~~(t)~~)) (q) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

((~~(u)~~))(r) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as currently in effect or as hereafter amended;

(iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) No more than two (2) signs of a size determined by the Hearings Examiner shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;

(9) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(10) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(11) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; ((~~and,~~))

(12) The days and hours of operation shall be determined by the Hearings Examiner with the granting of a Conditional Use Permit((~~.~~)); and

(13) The non-agricultural accessory use shall not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

((~~(v)~~))(s) Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

((~~(w)~~))(t) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided; and

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations.

((~~(x)~~))(u) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

((~~(y)~~))(v) Recreation and entertainment activities centered on an agricultural theme. This may include activities such as field mazes, hayrides, sleigh rides, animal rides, petting zoos and other similar uses.

((~~(z)~~))(w) Commercial sand and gravel pits, stone quarries, other mineral extraction, asphalt and/or concrete batching plants.

((~~(aa)~~))(x) Veterinarian Clinics.

((~~(bb)~~))(y) Shooting Range Facility.

((~~(cc)~~))(z) Solar power generator facility, major.

((~~(dd)~~))(aa) Agri-tourism accommodations.

((~~(ee)~~))(bb) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

((~~(ff)~~))(cc) Commercial agricultural establishments that primarily provide storage, repair, or sale of irrigation, mechanical, and excavation service activities for use off premise.

((~~(gg)~~)) (dd) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

_____
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners will hold a virtual and in person public hearing on Tuesday, August 17, 2021 at 9:00 a.m. to consider an ordinance amendment to the Benton County Zoning Ordinance (File No. OA 2021-003): amending the section relating to definitions; amending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070.

Ordinance 2021-003 -BCC 11.03.010 is being amended by deleting the definition for "Farm Labor Housing" and adding a definition for "Household". BCC 141.17.070(l) is being amended by removing "farm labor housing" from uses requiring a Conditional Use Permit in the GMA AD Zoning District.

NOTICE IS FURTHER GIVEN that the ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on March 30, 2021. Accordingly, an Environmental Impact Statement was not required on this ordinance amendment. Any comments regarding the determination and the environmental impacts of the proposal can be made at the Board of County Commissioners Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday August 16, 2021.

To continue to provide citizens access to public meetings, Benton County **in addition to in person attendance**, will also be providing telephonic and video access for the public to view and provide testimony at public meetings. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181.

At this hearing, the Board of County Commissioners may approve, or disapprove the amendments. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 29th day of July 2021.

JEROME DELVIN, Chairman
Board of County Commissioners

Greg Wendt, Director
Community Development Department

PUBLISH: August 4, 2021

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
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STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	**OA 2021-003** (Ordinance Amendment to Zoning Regulations)
MEMO DATE:	May 10, 2021
HEARING DATE:	June 8, 2021
APPLICANT:	Benton County Planning Division
OWNER:	N/A
LOCATION:	Unincorporated Benton County
PROPERTY SIZE:	N/A
AREA TO BE USED:	N/A
LAND USE:	N/A
COMP. PLAN:	N/A
ZONING:	N/A
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to seven (7) findings of fact.

APPLICATION DESCRIPTION

Benton County is proposing a text amendment to the County Zoning Regulations. The amendment involves the following:

1. **Chapter 11.03 Definitions.** The proposed amendment clarifies the definitions of a household and dwelling unit and removes farm labor housing.

   The changes impact BCC 11.03.010 as shown:

   (64) "Dwelling Unit" A room or rooms located within a structure, designed, arranged, occupied or intended to be occupied by ((~~not more than one (1)~~)) **a** household. The existence of food preparation and bathroom areas within the room or rooms shall be evidence of the existence of a dwelling unit.

   ~~((71) "Farm labor housing" means living quarters such as apartments, cabins, manufactured homes, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work, providing for the annual or seasonal housing of farm employees.)~~))

(88) "Household" means a group of people living together and sharing common areas, such as for cooking.

2. **Growth Management Act Agricultural Zoning District (GMAAD).** The proposed amendment removes farm labor housing from uses requiring a Conditional Use Permit in the GMAAD Zoning District.

   The changes impact BCC 11.17.070(l) as shown:

   ((~~(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.~~

   The changes impact BCC 11.17.070(m) as shown:

   ~~(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).~~

   The changes impact BCC 11.17.070(n) as shown:

   ~~(n) Recreational vehicle parks occupied by farm laborers and their families.~~))

PUBLIC NOTICE

1. A Notice of Public Hearing was published in the Prosser Record Bulletin on May 26, 2021 and was put on the County's website on May 21, 2021.

2. An Environmental Checklist (EA 2020-035) was submitted on November 24, 2021 and a Determination of Non-Significance was issued on March 30, 2021 with a 14-day comment period.

3. Planning Staff mailed out review packets to the Reviewing agencies on March 31, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: 2018 Benton County Comprehensive Plan.

2. Zoning Code: Benton County Code, Title 11, Zoning.

AGENCY COMMENTS

None.

RECOMMENDATION

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application OA 2021-003 with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

1. Benton County is proposing a text amendment to the County Zoning Regulations, **Ordinance 611, Ordinance 617, and Ordinance 634** with a focus on the following:

    a. Chapter 11.03 Definitions, amending BCC 11.03.010(64) updating the definition of a dwelling unit;
    b. Chapter 11.03 Definitions, amending BCC 11.03.010(71) removing the definition of farm labor housing;
    c. Chapter 11.03 Definitions, amending BCC 11.03.010(88) adding a definition for household; and
    d. Chapter 11.17 Growth Management Act Agricultural Zoning District (GMAAD), amending BCC 11.17.070(l)(m)(n) removing farm labor housing from uses requiring a Conditional Use Permit.

2. These changes seek to clarify that farm worker housing is available in all zoning districts that allow residential dwelling units, and that even when a business is placing workers, farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. In addition to this, RCW 70.114A provides added opportunities for migrant and seasonal farm labor housing on rural worksites in Benton County.

3. Planning Case File Application OA 2021-003 is found to be in conformance with the intent of **Ordinance 611, Ordinance 617, and Ordinance 634** for zoning text amendments.

4. Planning Case File Application OA 2021-003 is found to be in conformance with the intent of the Benton County Comprehensive Plan.

5. Planning Case File Application OA 2021-003 was submitted by email to the State of Washington's Department of Commerce on May 10, 2021 for review in compliance with WAC 365-196-630 (6).

6. The legal notification for Planning Casefile Application OA 2021-003 was given on May 26, 2021, pursuant to RCW 36.70.590.

7. An Environmental Checklist (EA 2020-035) was submitted on November 24, 2021 and a Determination of Non-Significance was issued on March 30, 2021 with a 14-day comment period.

SUGGESTED MOTION-

I move that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the Commission's recommendation for approval of the proposed zoning amendment, amending Ordinances 611, 617, and 634, Chapter 11.03.010, and 11.17.070 as noted in Casefile OA 2021-003, that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

ORDINANCE NO._____

AN ORDINANCE relating to zoning; amending the section relating to definitions; amending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010 are hereby amended to read as follows:

DEFINITIONS. Whenever the following words and phrases appear in this title they shall be given the meaning attributed to them by this section. When not inconsistent with the context, words used in the present tense shall include the future; the singular shall include the plural, and the plural the singular; the word "shall" is always mandatory, and the words "should" and "may" indicate a use of discretion in making a decision. Words used in this title which are not defined in this section shall (when necessary) be defined as to the meaning used in a college level dictionary; or (where required or necessary) as defined in state law under the appropriate RCW, WAC regulations, or County ordinances. The terms "agricultural," "agriculture," "agriculturally," "horticulture," "agronomy," "viticulture," "aquaculture," "floriculture," "food processing," and "farming," shall not be construed to include or relate to marijuana, useable marijuana, or marijuana-infused products.

(1) "Accessory/Ancillary Use or Building" means a subordinate use or building clearly incidental to and located upon the same lot occupied by the main use or building.

(2) "Accessory Dwelling Unit" an additional room or set of rooms located within a single family structure and designed, arranged, occupied or intended to be occupied by not more than one (1) household as living accommodations independent from any other household and not exceeding 800 square feet in area.

(3) "Accessory Equipment Structure" means an un-staffed structure used to contain the equipment necessary for processing communication signals. The accessory equipment structure does not include guyed, lattice, or monopole towers.

(4) "Adult" means a person eighteen years of age and older.

(5) "Adult Family Home" means a regular family abode of a person or persons who are providing personal care, room and board to more than one but not more than six (6) adults who are not related by blood or marriage to the person or persons providing the services.

(6) "Agricultural Building" means a structure designed and constructed to store farm implements or hay, grain, poultry, livestock, fruit and other agricultural products. The structure shall not be used for human habitation, process, treating, or packaging agriculture products, nor shall it be a place to be used by the public.

(7) "Agricultural Market" means a use primarily engaged in the retail sale of fresh agricultural products, grown either on or

off the site, but may include as incidental and accessory to the principle use, the sale of factory sealed or prepackaged food products and some limited non-food items. This definition does not include the sale of livestock.

(8) "Agricultural Recreational Facility" means a facility where a fee is charged in return for access to agriculturally-related recreational opportunities, including but not limited to: enclosed arenas, rodeo, grounds and/or building for livestock exhibits, shows and competitions.

(9) "Agricultural Related Industry" means specifically:

(a) Packaging Plants - may include but are not limited to the following activities: washing, sorting, crating, and other functional operations such as drying, field crushing, or other preparation in which the chemical and physical composition of the agriculture product remains essentially unaltered. Does not include processing activities, or slaughter houses, animal reduction yards, and tallow works.

(b) Processing Plants - may include but are not limited to those activities which involve the fermentation or other substantial chemical and physical alteration of the agricultural product. Does not include slaughter houses or rendering plants.

(c) Storage Facilities - may include those activities which involve the warehousing of processed and/or packaged agricultural products.

(10) "Agricultural Stand" means a structure up to 1000 square feet in area used for the retail sale of agriculture products, excluding livestock, grown on the premises.

(11) "Agricultural Use" means raising crops and livestock, horticultural activities, viticulture, animal husbandry, beekeeping, the storage of equipment for the above and related activities normally and routinely a part of such uses.

(12) "Agricultural Wastes" means wastes on farms resulting from the production of agricultural products including but not limited to crop residues, manures, and carcasses of dead animals weighing each or collectively in excess of fifteen pounds.

(13) "Agriculture Lands" refer to lands that are not already characterized by urban growth and are of long term significance for the commercial production of horticulture, agronomy, silviculture, aquaculture, apiary, animal products, turf, seed, Christmas trees not subject to excise tax, or livestock.

(14) "Agri-tourism Accommodation" means an agricultural business or organization offering overnight lodging in an agricultural setting. The purpose is to provide temporary tourist accommodations that are accessory to an onsite or adjacent agricultural use. Overnight lodging facilities are not to exceed a maximum of 5 guest units. An agri-tourism accommodation does not include bed and breakfast establishments, motels, hotels, and other similar uses.

(15) "Agronomic Rates" or fertilizer guide means the rates of application of sludge, manure, or crop residues in accordance with rates specified by the appropriate fertilizer guide or by recommendation from a qualified soil scientist, for the crop under cultivation.

(16) "Airport/Heliport" means a runway or landing area or other facility designed or used by public carriers for the landing and taking off of aircraft, including the following associated facilities: taxiways, aircraft storage and tie-down areas, hangars, servicing, and passenger and air freight terminals.

(17) "Airstrip (personal)" means a runway without normal airport functions maintained for the private use of the owner of the property on which it is located.

(18) "Airstrip commercial crop-dusting" means a private runway with service and maintenance facilities which serves the commercial crop-duster.

(19) "Allowable Use" or "Permitted Use "means a use which is allowed outright, i.e., the land use itself does not require obtaining Planning Administrator review and approval, or a conditional use permit.

(20) "Amateur (or Ham) Radio Facilities" means a radio transmission or receiving antenna or communication device operated for non-commercial purposes by individuals licensed by the Federal Communications Commission (FCC).

(21) "Animal Feedlot" refers to a lot or building or combination of lots and buildings intended for the confined feeding, breeding, raising, or holding of animals and specifically designed as a confinement area in which manure may accumulate, or where the concentration of animals is such that a vegetative cover cannot be maintained within the enclosure. For purposes of Benton County, open lots used for feeding and rearing of poultry (poultry ranges) shall be considered to be animal feedlots. Pastures shall not be considered animal feedlots under these definitions. Seasonal use during the months of November through February is exempt from feedlot status.

(22) "Animal Unit" is the volume of waste produced over a period of time by a horse, slaughter steer, or heifer.

(23) "Animal Unit Equivalent" equals the number of other farm animals, (chickens, sheep, turkeys, etc.,) needed to produce the equivalent in waste of an animal unit; i.e., it takes fifty (50) chickens to produce the same volume of waste as a horse.

For purposes of Benton County, the following equivalents apply:

TABLE 11.03.010-1 ANIMAL UNIT EQUIVALENT CONVERSION TABLE

Type of Livestock	Animal Unit Equivalent (per half acre)
Cattle:	
1 slaughter steer, or bull, or dairy cow, or heifer	1.0
2 weaned calves to yearlings	1.0
Horses:	
1 horse	1.0
Sheep:	
2 ewes, with or without unweaned lambs at side	1.0
1 ram	1.0
4 weaned lambs	1.0

Swine:	
2 brood sows	1.0
5 feeder pigs (up to 200 lbs.)	1.0
1 boar	1.0
Other:	
2 goats	1.0
2 llamas	1.0
3 alpacas	1.0
1 ostrich	1.0
3 emus	1.0
5 rhea	1.0
40 ducks or geese	1.0
20 turkeys	1.0
50 chickens	1.0
50 rabbits	1.0
Other animals, not listed above	As may be determined by the Planning Administrative Official

(24) "Antenna Array" means one or more rods, panels, discs or similar devices used for the transmission or reception of communication signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). The antenna array does not include the communication tower.

(25) "Apartment House" means a building containing three or more family-dwelling units each of which, though independent of the other, is provided with joint service such as central heat, common hallways, common entrance or entrances to the building, janitor service, refuse disposal and similar services.

(26) "Aquifer" A body of rock or soil that contains sufficient saturated permeable material to conduct groundwater and to yield economically significant quantities of groundwater to wells and springs.

(27) "Attached Communication Facility" means an antenna array that is attached to a building or structure. The building or structure may be but is not limited to a utility pole or a water tower.

(28) "Bakeries" means the conversion of raw materials through a baking process to finished consumable products and may include the marketing and sale or serving of such products and related accessory items on-site and/or off-site.

(29) "Bed and Breakfast" means an owner occupied single family dwelling in which not more than five bedrooms are rented for money or other valuable consideration to the traveling public and only one meal, breakfast, may be served to guests.

(30) "Best Management Practices (BMP's) "means physical, structural, and/or managerial practices that when used singularly or in combination, protect the functions and values of critical resources. Acceptable BMP's are found in the County's Administrative design Manual. BMP's are current and evolving conservation practices, or systems of practices, management or operational measures, or design and construction techniques; or normal and accepted industry standards that are applied to land uses and land use activity in a manner which:

(a) controls soil loss and reduces water surface and groundwater quality degradation caused by nutrients, animal wastes, toxins, and sediment; and

(b) mitigates adverse impacts to the natural chemical, physical and biological environment of the County.

(c) utilizes the county's natural resources on a long term, sustainable yield basis.

(31) "Biosolids" means municipal sewage sludge that is a primarily organic, semisolid product resulting from the wastewater treatment process that can be beneficially recycled and meets all requirements of Chapter 70.95J RCW, as it now exists or is hereafter amended.

(32) "Buffer" means a designated area used to separate incompatible uses or protect resources or development. Buffers are generally undeveloped areas. There are different types of buffers for different purposes:

(a) buffers which protect sensitive natural resources (critical areas) from the adverse impacts of development are generally undeveloped open space which are ecologically part of the protected resource;

(b) buffers which protect the integrity of development from certain natural hazards such as slope instability, floods or fire prone areas, are setbacks which avoid the hazard;

(c) buffers to separate incompatible uses, such as residential from industrial, airports or certain activities common to commercial agriculture, are generally open or sparsely populated.

(33) "Business activity" means the production or sale of goods, or the sale of services that is clearly incidental and secondary to the use of the property for residential purposes and that complies with the criteria set forth in this title.

(34) "Child" means a person seventeen years of age and under.

(35) "Child Day Care Facility - Type A" means a dwelling unit where a childcare provider cares for twelve (12) or fewer children for periods of less than 24 hours a day.

(36) "Child Day Care Facility - Type B" means a dwelling unit where a childcare provider cares for thirteen (13) or more children for periods of less than 24 hours a day, or a building or structure other than a dwelling unit where a childcare provider cares for any number of children for periods of less than 24 hours a day.

(37) "Childcare provider" means an agency, person, or persons who regularly provide childcare for one or more children for compensation for periods of less than 24 hours a day while such children are apart from their parents or guardians.

(38) "Church" means a structure, or group of structures, which by design and construction are primarily used for religious services and instruction.

(39) "Citizen Band Radio" means two-way radio facilities used for short-range personal and business communications and operated without the need of a federal license.

(40) "Closed record appeal" means an appeal to the Board of County Commissioners, on a decision made during an open record hearing where no new evidence or information is being submitted, of a decision made following an open record hearing on a project permit application.

(41) "Commercial Dairy" means any premises where three or more animal units are kept, milked, or maintained for licensed commercial sale of product.

(42) "Commercial Hog Ranch" means the keeping of six (6) or more feeder pigs exceeding six (6) weeks of age, or more than two (2) brood sows.

(43) "Commercial Horticulture" means the cultivation of fruits, vegetables, flowers, or plants on twenty (20) acres or more under common ownership.

(44) "Commercial Poultry/ Rabbit Operation" means premises where more than one hundred (100) birds or fifty (50) rabbits are kept.

(45) "Commercial Recreational Facility" means a parcel of land or structures used to generate revenue in return for access to recreational facilities such as: battling cages, billiard parlors; bowling alleys, fishing and fly casting ponds, golf driving ranges, golf pitch and putt courses, lawn and court games, miniature golf courses, skating rinks, tennis courts, swim parks, sports fields, gymnasiums, and other similar recreational uses.

(46) "Commercial Significance, Long Term" means the growing capacity, productivity and soil composition of the land for long term commercial production in consideration with the land's proximity to population areas, and the possibility of more intense uses of the land.

(47) "Common Facilities" means any facility within the area of a planned development which is designed and constructed for the use of all residents of the development.

(48) "Common Open Space" means any area of land or water or combination thereof within the area of planned development which is designed and intended for the use of all residents of the planned development.

(49) "Communication Facility" means any facility used for the transmission and/or reception of communication services. Such facility usually, but not necessarily, consists of an antenna array, connection cables, and a communication tower to achieve the necessary elevation.

(50) "Communication Facility Height" means the distance measured from ground level to the highest point on the communication facility, including the antenna array.

(51) "Communication Services" means any communication services as defined in the Telecommunication Act of 1996, which includes: cellular services, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), radio and television towers, paging services and similar services that currently exist or that may in the future be developed.

(52) "Communication Tower" means a freestanding structure designed and constructed specifically to support an antenna array. The structure may include a monopole tower, self-supporting (lattice) tower, guyed tower and other similar structures.

(53) "Compatibility" means the congruent arrangement of land uses and/or project elements to avoid, mitigate, or minimize (to the greatest extent reasonable) conflicts.

(54) "Comprehensive Plan" means the Benton County Comprehensive Plan and any amendments, addenda, or supplemental plans that are duly adopted under Chapter 36.70 RCW and Chapter 36.70A RCW, as they now exist or is hereafter amended, for Benton County or any portion thereof.

(55) "Concentrated Animal Feeding Operation" means a structure or pens for the concentrated feeding or holding of animals or poultry, including but not limited to horses, cattle, sheep or swine. This definition includes dairy confinement areas, slaughterhouses, shipping terminal holding pens, poultry and/or egg production facilities and fur farms but does not include animal husbandry.

(56) "Condition(s) of Approval" means restrictions or requirements imposed by a reviewing official pursuant to authority granted by this title.

(57) "Conditional Use Permit" means a permit which is granted for a conditional use. The term "conditional use" means a use subject to specified conditions which may be permitted in one (1) or more classifications as defined by this title but which use, because of characteristics peculiar to it, or because of size, technological processes or type of equipment, or because of the exact location with reference to surroundings, streets and existing improvements or demands upon public facilities, or impacts to ground or surface water requires a special degree of control to make such uses consistent with and compatible to other existing or permissible uses in the same zone or zones, and to assure that such use shall not be adverse to the public interest.

(58) "County" means Benton County.

(59) "Crisis Residential Center" means a facility operated as a temporary shelter within a single family dwelling and providing twenty-four (24) hour a day care for up to six (6) children that is established and licensed by the State of Washington in accordance with RCW 74.13.032 as now in effect or hereafter amended.

(60) "Designated Manufactured Home" means a new manufactured home constructed in accordance with state and federal requirements for manufactured homes, and which:

(a) is comprised of at least two (2) fully enclosed parallel sections each of which is not less than twelve (12) feet wide by thirty-six (36) feet long;

(b) is constructed with a composition or wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch;

(c) has exterior siding similar in appearance to siding materials commonly used on conventional site-built single-family residences under the International Residential Code;

(d) is set upon a permanent foundation, as specified by the manufacturer, and the space from the bottom of the home to the ground is enclosed by concrete or an approved concrete product which can be either load bearing or decorative; and,

(e) the manufactured home is thermally equivalent to the state energy code.

(61) "Designated Provider" has the definition of that term as set forth under chapter 69.51A, RCW.

(62) "Development" means "use" as defined by this title.

(63) "Duplex" A single structure containing two (2) dwelling units, neither of which is defined as an accessory dwelling unit.

(64) "Dwelling Unit" A room or rooms located within a structure, designed, arranged, occupied or intended to be occupied by ((~~not more than one (1)~~)) a household. The existence of food preparation and bathroom areas within the room or rooms shall be evidence of the existence of a dwelling unit.

(65) "Dwelling, Single-Family" or "Single Family Dwelling" or "One Family Dwelling" means one of the following types of buildings or structures designed to contain a single dwelling unit:

(a) a site built home - see "Site Built Home";

(b) a modular home - means a residential structure which meets the requirements of the Uniform Building Code or International Residential Code and is constructed in a factory and transported to the building site;

(c) a designated manufactured home - see "Designated Manufactured Home".

(66) "Dwelling, Single-Family Detached" means one dwelling located on one lot and not attached to any other dwelling unit.

(67) "Electric Vehicle Charging Station" means a parking space containing battery-charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle and that does not meet the definition of a Rapid Charging Station.

(68) "Equipment Rental Facility" means a facility that stores equipment that can be rented for a specified period of time in return for payment.

(69) "Factory Assembled Commercial Structure" means a factory assembled structure (FAS) designed or used for industrial, educational, assembly, professional, or commercial purposes.

(70) "Family" means any number of individuals living together as a single housekeeping unit, and doing their own cooking on the premises exclusively as one household.

((~~(71) "Farm labor housing" means living quarters such as apartments, cabins, manufactured homes, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work, providing for the annual or seasonal housing of farm employees.~~))

((~~(72)~~))(71) "Fence" means a substantial material serving as an enclosure, barrier, or boundary consisting of wood, metal, masonry wall, solid board fence, screen chain link or other substantial material.

((~~(73)~~))(72) "Fire Department Facility" means a building housing all or a portion of a duly organized fire department, fire protection district or fire company regularly charged with the responsibility of providing fire protection to a jurisdiction.

((~~(74)~~))(73) "Floodplain" means the total area subject to inundation by the base flood.

((~~(75)~~))(74) "Floodway" means the channel or waterway or those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge the floodwaters of the watercourse without causing more than a one foot rise in the water surface elevation of a 100-year flood.

((~~(76)~~))(75) "Front Property Line" means the front property line as shown upon the official recorded plat of the property. In all cases where the front property line cannot be determined from a recorded plat, it shall be the property line abutting or adjoining a public road, street, highway, or lane. If there is more than one property line adjoining or abutting a public road, street, highway or lane, the front property line shall be considered to be the property line along the principal or main travelled public way. In the event there is question as to which public way is the principal one, the Planning Administrator shall, upon request from the County Engineer or any interested party, designate the front property line for any specific lot and such designation shall be final for the purposes of this title.

((~~(77)~~))(76) "Front Yard" means the required open space between the front property line and the nearest part of any building on the lot.

((~~(78)~~))(77) "Golf Course" means a parcel or tract of land that is improved for the purposes of playing golf e.g., greens, tees or fairways, shelters, clubhouses, and ancillary maintenance buildings.

((~~(79)~~))(78) "Guyed Tower" means any structure, including but not limited to lattice towers or monopoles, which uses guy wires to connect above-grade portions of a communication tower diagonally with the ground in a radial pattern around the tower.

((~~(80)~~))(79) "Hazardous Waste and/or Material" means all dangerous and extremely hazardous waste as defined in RCW 70.105.010, as it now exists or is hereafter amended, except for moderate-risk waste.

((~~(81)~~))(80) "Hazardous Waste Storage" means the holding of hazardous waste for a temporary period as regulated by State Dangerous Waste Regulations, Chapter 173-303 WAC, as amended.

((~~(82)~~))(81) "Hazardous Waste Treatment" means the physical, chemical, or biological processing of hazardous waste to make wastes nondangerous or less dangerous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume.

((~~(83)~~))(82) "Hazardous Waste Treatment and Storage Facility, Off site" means treatment and storage facilities that treat and store waste from generators on properties other than those on which the treatment and storage facilities are located.

((~~(84)~~))(83) "Hazardous Waste Treatment and Storage Facility" means treatment and storage facilities that treat and store wastes.

((~~(85)~~))(84) "Hearings Examiner" means an examiner appointed by the Board of County Commissioners, authorized to hear and make decisions on variances, land use permits, and certain appeals.

((~~(86)~~))(85) "Holding pens" means enclosed areas used for short term occupation by livestock and customarily serves as a staging area when moving livestock from place to place or for general livestock maintenance activities.

((~~(87)~~))(86) "Home Occupation" means any business use that is clearly incidental and secondary to the use of the property for residential purposes.

((~~(88)~~))(87) "Hotel" means a facility offering transient lodging accommodations to the general public and may provide additional services, such as restaurants and meeting rooms. Includes motels.

(88) "Household" means a group of people living together and sharing common areas, such as for cooking.

(89) "Housing for People with Functional Disabilities" means housing used, or intended for use, by persons with functional disabilities. The term includes, but is not limited to, Adult Family Homes, Residential Care Facilities, and housing for any Supported Living Arrangement, as therein defined.

(90) "Hunting, Fee Access" means an activity where hunters pay a fee to lease private property from property owners allowing them access onto the property for hunting purposes.

(91) "Hunting Preserve" means a parcel or contiguous parcels encompassing at least three hundred and twenty (320) acres used for hunting.

(92) "Impervious Surface" means any material which prevents absorption of storm water into the ground.

(93) "Industrial Solid Wastes" means waste by-products from manufacturing and processing operations such as scraps, trimmings, packing, and other discarded materials not otherwise designated as dangerous waste under chapter 173-303 WAC, as it now exists or is hereafter amended((~~,~~)).

(94) "Infiltration" refers to the penetration of water into soil or other material.

(95) "Kennel, Commercial" means any premises on which more than four (4) dogs, each more than six (6) months old are housed, groomed, bred, boarded, trained, or sold.

(96) "Kennel, Private" means any premises on which one or more dogs are housed, groomed, bred, boarded, trained, or sold but that does not meet the definition of a commercial kennel as defined herein.

(97) "Land" means any lot, parcel or tract of real property (ground, soil, or earth).

(98) "Land Use" means the method or manner in which land and structures are occupied or utilized.

(99) "Landscaping" means the planting, removal, and maintenance of vegetation along with the movement and displacement of earth, topsoil, rock, bark, and similar substances done in conjunction with the planting, removal and maintenance of vegetation. Landscaping products would include trees, shrubs, topsoil, landscaping rock, bark, irrigation supplies, ornamental fixtures, and/or similar materials used in landscaping property.

(100) "Lattice Tower" means a structure that consists of a network of vertical and horizontal supports and crossed metal braces which form a tower that is usually triangular or square in cross-section.

(101) "Law Enforcement Facility" means an office for the administration of any public agency responsible for the public order and safety, i.e., police, sheriff, or state patrol. Law enforcement facilities do not include outdoor storage areas or maintenance shops.

(102) "Lot" means:

(a) a parcel of land on which a principal building and its accessory buildings are placed or are to be placed, together with the required open spaces; or a "lot" designated as such on an officially recorded plat;

(b) any subdivision of land by metes and bounds description prior to the adoption of this title and held under one ownership separate and distinct from the adjoining and abutting land shall be considered a "lot" as shown by the last conveyance of record; and,

(c) when a tract of land consisting of more than one platted lot held under one ownership is to be developed as one unit, all the parcels or lots shall be considered as one lot for the purpose of this title.

(103) "Lot Area" means the total horizontal area within the boundary lines of a lot.

(104) "Lot Coverage" means the percentage of area of a lot which is occupied by a primary building or structure and its accessory buildings or structures, not including uncovered patios, driveways, open steps and buttresses, terraces, and ornamental features projecting from buildings or structures which are not otherwise supported by the ground.

(105) "Lot Depth" means the horizontal length of a straight line drawn from the midpoint of the front lot line to the midpoint of the rear lot line.

(106) "Lot Line, Front:"

(a) in the case of an interior lot - the front lot line shall be the property line separating the lot from the road;

(b) in the case of a corner lot - the front lot line shall be the property line with the narrowest street frontage, except, the Planning Administrator, or his/her designee,

shall designate the front lot line for corner lots in residential districts.

(c) in the case of a flag lot, when an access easement or right-of-way extends across the lot, the front lot line shall be the line separating the lot from the right-of-way or access easement. When the right-of-way or access easement does not extend across the property, the front lot line shall be determined by the building official.

(107) "Lumber Yard" means facilities used for the storage and sale of dimensional lumber.

(108) "Manufactured Home" means a manufactured, relocatable living unit which, when erected on site, is designed to be permanently connected to required utilities and used as a dwelling, exceeds forty (40) feet in length and eight (8) feet in width, and bears the insignia of the U. S. Department of Housing and Urban Development.

(109) "Manufactured Home/FAS Park" includes mobile home park. A site, lot or tract of land under the ownership or management of one person, firm or corporation, intended for occupancy by five (5) or more manufactured (mobile) homes/FAS for dwelling or sleeping purposes. This definition shall not include parks for the location of recreational vehicles for travel or recreation.

(110) "Manure" means animal waste.

(111) "Manure Storage Area" refers to an area associated with an animal feedlot where animal manure or runoff containing animal manure is stored until it can be utilized as domestic fertilizer or removed to a permitted animal manure disposal site. Animal manure packs or mounding within the animal feedlot shall not be considered to be manure storage.

(112) "Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include:

(a) The mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination; or

(b) Industrial hemp as defined in RCW 15.120.010.

(113) "Marijuana Concentrates" means products consisting wholly or in part of the resin extracted from any part of the plant Cannabis and having THC concentration greater than ten percent.

(114) "Marijuana-Infused Products" means products that contain marijuana or marijuana extracts, are intended for human use, are derived from marijuana as defined in subsection (112) of this section, and have a THC concentration no greater than ten percent. The term "marijuana-infused products" does not include either useable marijuana or marijuana concentrates.

(115) "Marijuana Processing" means the processing of marijuana, by a person licensed by the Washington State Liquor and Cannabis Board, into marijuana concentrates, useable marijuana, or marijuana-infused products for sale in retail outlets, or marijuana concentrates, useable marijuana, or marijuana-infused products for sale at wholesale to marijuana retailers.

(116) "Marijuana Production" means the production and sale of marijuana at wholesale to marijuana processors and other marijuana producers by a person licensed by the Washington State Liquor and Cannabis Board.

(117) "Marijuana Products" means useable marijuana, marijuana concentrates, and marijuana-infused products as defined in this section.

(118) "Marijuana Retail Sales" means the sale of marijuana concentrates, useable marijuana, or marijuana-infused products in a retail outlet by a person licensed by the Washington State Liquor and Cannabis Board.

(119) "Master Planned Resorts/Summer Resorts" means a self-contained and fully integrated planned unit development, in a setting of significant natural amenities, with primary focus on destination resort facilities consisting of short-term visitor accommodations associated with a range of developed on-site indoor or outdoor recreational facilities. A master planned resort may include other residential uses within its boundaries, but only if the residential uses are integrated into and support the on-site recreational nature of the resort.

(120) "Medical Facility" means an office from which emergency or routine health care services are provided and that does not involve overnight inpatient care.

(121) "Medical Use of Marijuana" means the manufacture, production, possession, transportation, delivery, ingestion, application, or administration of marijuana for the exclusive benefit of a qualifying patient or designated provider in the treatment of his or her terminal or debilitating medical condition.

(122) "Monopole Tower" means a structure that consists of a single pole to support antennas and connecting appurtenances.

(123) "Multi-family Dwelling" means a building arranged or designed to be occupied by more than two families, such as an apartment house, flat or rowhouse.

(124) "New Manufactured Home" means any manufactured home required to be titled under Title 46 RCW, as it now exists or is hereafter amended, which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW 82.45.032(2), as it now exists or is hereafter amended((~~,~~)).

(125) "Non-agricultural Accessory Use" means the production or sale of goods, or the sale of services that are not normally and routinely a part of the chain of production and harvesting of an agricultural or horticultural crop, or livestock.

(126) "Nonconforming" means a lot, use, building or structure which was lawful prior to the adoption, revision or amendment of this title, but which fails, by reason of such adoption, revision or amendment, to conform to the current requirements of the zoning district.

(127) "Nursery" means an establishment where trees, shrubs and other plant materials are grown on site for the purpose of sale.

(128) "Open record hearing" means a hearing, conducted by a single hearing body or officer authorized by the Benton County Board of Commissioners, wherein a record will be created through the receipt of testimony and other appropriate evidence and information under procedures prescribed by the Benton County Code or by such body's or officer's rules of procedure.

(129) "Outdoor Storage" means all materials, equipment, merchandise or objects kept or placed on the lot or not within an enclosed structure, for preservation or later use or disposal; it is not intended, however, to include the following exceptions:

(a) Those objects customarily stored outside an enclosed structure due to their size and due to their being of such character as to not readily deteriorate when exposed to the elements, such as automobiles, mobile homes, boats and other vehicles, farm machinery, irrigation and heavy construction equipment, and those objects which are themselves enclosures; provided, however, such objects are being kept primarily for immediate sale to others or for rental to others.

(b) Neat and orderly outdoor displays of items or objects for immediate sale when such displays are incidental or accessory to an established commercial principal activity conducted from an enclosed structure.

(130) "Parcel" means land having fixed boundaries created in accordance with Benton County Code and/or state law. The term includes lots or tracts.

(131) "Park" means a public or privately owned area with facilities for active or passive recreation by the public, including but not limited to: sports fields, skating facilities, water access facilities, trails for non-motorized uses, caretaker residences, and supporting infrastructure.

(132) "Pasture" refers to areas where grass or other growing plants are used for grazing and where the concentration of animals is such that a vegetative cover is maintained during the growing season except in the immediate vicinity of temporary supplemental feeding or watering devices.

(133) "People with Functional Disabilities" means a person who, because of a recognized chronic physical or mental condition or disease, is functionally disabled to the extent of:

(a) needing care, supervision or monitoring to perform activities of daily living or instrumental activities of daily living, or;

(b) needing support to ameliorate or compensate for the effects of the functional disability so as to lead as independent a life as possible, or;

(c) having a physical or mental impairment which substantially limits one or more of such person's major life activities, or;

(d) having a record of such an impairment, or;

(e) being regarded as having such an impairment, but such term does not include current illegal use of or active addiction to a controlled substance.

(134) "Permit" means written government approval issued by an authorized official empowering the holder thereof to take some action permitted.

(135) "Person" refers to any natural person, any state, municipality, or other governmental or other political subdivision or other public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, and any other entity.

(136) "Planned Development" means any residential development approved and filed with the county auditor and developed in accordance with the provisions of this title.

(137) "Planning Administrator" means the Benton County Planning Director or Manager or his/her designee.

(138) "Planning Administrator Review" means the administrative review process in which the County Planning Director/Manager or his/her designee makes the administrative decision regarding a proposed use after all notifications to state and local agencies to assure consistency with applicable county, state and local requirements have been met.

(139) "Planning Commission" means the duly constituted and appointed Planning Commission of Benton County.

(140) "Planning Department" means the Benton County Planning Department.

(141) "Premises" means a lot, parcel, or plot of land together with the buildings and structures thereon.

(142) "Professional Office" means an office used as a place of business by the following licensed professionals or persons in the following generally recognized professions using training or knowledge of technical, scientific or other academic discipline as opposed to manual skills and that do not involve outside storage or fabrication or on-site sale or transfer or commodities:

(a) Financial Services, Insurance and Real Estate Agents;

(b) Accounting, Auditing, and Bookkeeping Services;

(c) Legal Services;

(d) Management and Public Relations Services; and

(e) Engineering, Architectural, Planning and Surveying Services.

(143) "Public Garage" means any building or premises used for the storage or housing of more than three self-propelled vehicles (except farm implements used on the premises) or where such vehicles are repaired or kept for hire.

(144) "Public Transit Center" means a facility where public transportation passengers interchange from one route or vehicle to another.

(145) "Qualifying Patient" has the definition of that term as set forth under chapter 69.51A, RCW.

(146) "Rapid Charging Station" means a facility offering electrical outlets to be used by consumers for a fee to expeditiously recharge electric vehicle batteries through high power levels that meet or exceed applicable standards under state law.

(147) "Rear Property Line" means the property line of a lot most nearly parallel to the front property line of the same lot as defined in this title except that for a triangular shaped lot the rear property line shall be represented by the point of intersection of the two property lines which are not the front property line as defined in this title.

(148) "Rear Yard" means the required open space on a lot extending along the rear property line through the whole width of the lot.

(149) "Reception Facility" means a private building with restroom facilities and/or kitchen, and associated grounds used for social, educational, or cultural activities.

(150) "Recreational Vehicle" means a motorized or non-motorized vehicle designed and manufactured for recreational use, including but not limited to boats, travel trailers, snowmobiles, go carts, motorcycles (including three and four wheelers), and dune buggies.

(151) "Recreational Vehicle (R.V.) Park" means any site, lot or parcel of ground occupied7 or intended for occupancy by two (2) or more recreational vehicles for travel, recreational or vacation uses, whether or not a fee is charged. Storage of two (2) or more unoccupied recreational vehicles does not constitute an R.V. park.

(152) "Recycling Center" means a facility used to recycle, reprocess, and/or treat the following materials to then return to a condition in which they may be used again: newspapers, magazines, books, and other paper products, glass, metal cans.

(153) "Red Mountain American Viticultural Area (AVA) " means the approximately 4,600-acre, federally designated grape-growing and wine-producing region on the south-facing slope of Red Mountain located in unincorporated Benton County.

(154) "Rental Storage Facility" means a structure or structures containing separate, individual, and private storage spaces of varying sizes leased or rented individually for varying periods of time.

(155) "Resource Lands" refer to agricultural and mineral lands.

(156) "Retail Sales Establishment" means a facility used for the sale of goods directly to customers including, but not limited to: mini marts, farm supply and hardware stores, florists, and agricultural markets.

(157) "Riding Academy" means any establishment where horses are kept for riding, driving, or stabling for compensation or incidental to the operation of any club, association, ranch or similar establishment.

(158) "Sand" refers to large particles of soil from 0.5 to 2 millimeter in diameter. Sand soil contains at least 85 per cent sand with the percentage of silt plus 1.5 times the percentage of clay not exceeding 15 per cent.

(159) "Satellite Earth Station" means the facilities used for reception and processing of programming services from a satellite prior to transfer to terrestrial distribution systems or for processing of programming services from a terrestrial source before transmission via satellite.

(160) "School" means a public or private educational learning institution from which instruction is given to children no younger than three (3) years old, and includes high schools, colleges, and agricultural or technical schools or facilities.

(161) "Setback, Front" is the minimum horizontal distance measured perpendicularly from the centerline of the adjacent right-of-way to the nearest wall of the structure. Where there is a partial right-of-way, the setback shall be measured perpendicularly from the design centerline.

(162) "Setback, Side and Rear" is the minimum horizontal distance measured perpendicularly from the nearest property line to the nearest wall of the structure. Except that a side setback on a corner lot, along the adjacent right-of-way shall be measured perpendicularly from the center line of right-of-way. When there is a partial right-of-way, the setback shall be measured perpendicularly from the design centerline.

(163) "Shooting Range Facility" means a range, building or location used for practice with firearms and/or archery equipment. The facility may include limited retail sales and services to support shooting and archery activities and operated only during the time the shooting range facility is open. All sales and service must comply with federal, state and local regulations.

(164) "Side Yard" means the required open space on a lot between the side wall line of a building and the side line of the lot, and extending from the front yard to the rear yard.

(165) "Site built home" means a dwelling primarily constructed on the site to be occupied by the structure and which is permanently affixed to the ground by footings and foundation.

(166) "Slaughterhouse" means a commercial establishment where animals are butchered.

(167) "Solar Power Generator Facility, Major" means the use of solar panels to convert sunlight directly or indirectly into electricity. Solar power generators consist of solar panels, charge controllers, inverters, working fluid system, and storage batteries. Major facilities are developed as the primary land use for a parcel on which it is located and does not meet the siting criteria for a minor facility in BCC 11.03.010(168).

(168) "Solar Power Generator Facility, Minor" means the use of solar panels to convert sunlight directly or indirectly into electricity. Solar power generators consist of solar panels, charge controllers, inverters, working fluid system, and storage batteries. Minor facilities are sited on the power beneficiary premises, are intended primarily to offset part or all of the beneficiary’s requirements for electricity/gas, and are secondary or accessory to the beneficiary’s use of the premises.

(169) "Solid Waste" means all putrescible and non-putrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles, or parts thereof, and discarded commodities. This includes all liquid, solid and semisolid materials which are not the primary products of public, private, industrial, commercial, mining, and agricultural operations. Solid waste includes but is not limited to wood waste, dangerous waste, and problem wastes. Agricultural wastes are exempt from this definition provided the wastes are limited to manures and crop residues returned to the soil at agronomic (fertilizer) rates.

(170) "Solid Waste Handling Facility" means a parcel of land or structure, or part thereof, larger than two hundred (200) square feet used for the storage, collection, or abandonment of solid waste; provided, establishments for the sale, purchase, storage and dismantling of vehicles and machinery are not considered solid waste handling facilities.

(171) "Solid Waste Transfer Station" means a parcel of land or structure, or part thereof, used as a facility that receives and consolidates solid waste and at which solid waste may be loaded onto tractor trailers, railcars, or barges for long-haul transport to a distant disposal facility.

(172) "Stable, Commercial" means a building in which horses are kept for remuneration, hire, or sale.

(173) "Stable, Private" means a building in which horses are kept for private use.

(174) "Stockyards" see "Animal Feedlots."

(175) "Structure" means that which is built or constructed.

(176) "Subsurface Water" refers to any water below the surface of the ground, including but not limited to water in the saturated and unsaturated zones.

(177) "Supported Living Arrangement" means a living unit owned or rented by one or more persons with functional disabilities who receive assistance with activities of daily living, and/or medical care from an individual or agency licensed and/or reimbursed by a public agency to provide such assistance.

(178) "Urban Growth Area" means an area designated by Benton County in its Comprehensive Plan where urban growth and municipal services are allowed and encouraged and where annexation by cities can occur.

(179) "Use" means the activity or purpose for which land or structures or combination of land and structures are designed, arranged, occupied, or maintained together with any associated site improvement. This definition includes the construction, erection, placement, movement or demolition of any structure or site improvement and any physical alteration to land itself including any grading, leveling, paving or excavation. Use also means any existing or proposed configuration of land, structures, and site improvements, and the use thereof.

(180) "Use District" means a portion of Benton County within which certain uses of land and structures are permitted and certain other uses of land and structures are prohibited, certain yards and other open space are required and specific lot areas are

established, all as set forth and specified in this title. This definition also includes the term "zone" and "zoning district."

(181) "Utilities" means those business, institutions, or organizations which use pipes or conductors in, under, or along streets, alleys or easements to provide a product or service to the public.

(182) "Utility Substation Facility" means above or below ground structures that are necessary to provide or facilitate distribution, transmission, or metering of water, gas, sewage, and/or electric energy. Such facilities may consist of, but are not limited to, the following:

(a) Water, gas, and electrical distribution or metering lines and sites;

(b) Water or sewage pumping stations;

(c) Water towers and reservoirs;

(d) Public water wells and any accessory treatment facilities; and/or

(e) Telephone switching facilities.

(183) “Variance” means a modification of specific regulations in accordance with the terms of this title for the purpose of assuring that no property, because of special circumstances applicable to it, shall be deprived of privileges commonly enjoyed by other properties in the same vicinity and zone district classification. Except as set forth or referenced herein, variances do not apply to use, minimum lot size, or required density standards.

(184) "Vegetation" means all native and non-native plant species and tree growth. Vegetation includes but is not limited to lawns, grasses, natural vegetation, bushes, trees, shrubs, vines, perennial plants and flowers, and other similar plantings.

(185) "Vegetative Cover" means that portion of a parcel that is covered by vegetation and includes the canopy area of trees, vines, shrubs, bushes, plants, and other similar plantings. Vegetative cover can be measured in the field by assessing the percentage of the ground that is covered by vegetation.

(186) "Vehicle, Inoperable" means any motor vehicle, recreational vehicle, boat, trailer or semitrailer which lacks a current registration or component part which renders the vehicle unfit for legal use upon the public right-of-way.

(187) "Veterinary Facility" means a business establishment or facility which renders surgical and medical treatment to animals and which includes inside or outside accommodations for animals.

(188) "Warehouse" means a structure used for the storage of goods and materials. Also see "Agricultural Building."

(189) "Wastes" see "Agricultural Wastes," "Industrial Solid Wastes," or "Solid Wastes."

(190) "Wind Turbine" means a machine with turbine apparatus (rotor blades, nacelle and tower) capable of producing electricity by converting the kinetic energy of wind into rotational, mechanical and electrical energy; provided, the term does not

include electrical distribution or transmission lines, or electrical substations.

(191) "Wind Turbine Farms" means two or more wind turbines on one parcel.

(192) "Wind Turbine Height" means the distance measured from the ground level to the highest point on a wind turbine, including the rotor blades.

(193) "Yard Sale" means the occasional sale of used household goods and personal items on the seller's premises. "Yard sale" includes but is not limited to garage sales, moving sales, patio sales, estate sales and rummage sales.

(194) "Wineries/Breweries/Distilleries" means facilities where fruit or other products are processed into wine or spirits and related storage, bottling, shipping, sampling, tasting and sale of such.

(195) "Wrecking Yard" means a lot, parcel of land or structure, or part thereof, larger than 200 square feet, used for the collecting, dismantling, storage, salvaging, or sale of machinery or vehicles not in operable condition or parts thereof; provided that this definition shall not be deemed to include lots used for the outdoor display and sale of used vehicles in operable condition; nor shall it include that part of a farm used for the storage of agricultural machinery kept for salvage by the owner for his own use, and not for sale, on farms having an area of not less than forty (40) acres.

(196) "Zoning District" means a portion of Benton County within which certain uses of land and structures are allowed or conditionally permitted, certain other uses of land and structures are prohibited, and certain development standards may be specified, and includes the terms "zone" and "use district".

SECTION 2. Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070 are hereby amended to read as follows:

USES REQUIRING A CONDITIONAL USE PERMIT. The following uses may be permitted within the GMA Agricultural District if a conditional use permit is issued by the Hearings Examiner after notice and public hearing as provided by BCC 11.50.040:

(a) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well-used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.

(b) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.

(c) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.

(d) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, RV parking area, and event related novelty/accessory sales.

(e) Airstrips (commercial crop dusting).

(f) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.

(g) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.

(h) Off-site hazardous waste treatment and storage facilities may be allowed by conditional use permit issued by the Benton County Hearings Examiner after notice and public hearing as provided in BCC 11.50.040 provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210, as currently in effect or as hereafter amended.

(i) Asphalt manufacture in conjunction with rock, sand and gravel mining.

(j) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

(k) Child Day Care Facility, Type B, subject to the provisions of BCC 11.42.060.

((~~(l) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.~~

~~(m) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).~~

~~(n) Recreational vehicle parks occupied by farm laborers and their families.~~))

((~~(o)~~))(l) Off-premise directional signs.

((~~(p)~~))(m) The production of bio-diesel and alcohol fuels from agricultural products.

((~~(q)~~))(n) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.

((~~(r)~~))(o) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.

((~~(s)~~))(p) Underground natural gas storage facilities.

((~~(t)~~))(q) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:

(1) The lowest point on all rotor blades must be at least thirty (30) feet above ground level;

(2) All wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand six hundred and forty (1,640) feet;

(3) All wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height plus 50% of that height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;

(4) All wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way distance equal to the wind turbine height plus 50% of that height;

(5) All wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;

(6) For wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

(7) All wind turbine(s) must comply with the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace, as currently in effect or as hereafter amended, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;

(8) Conditional use permit applications for the placement and operation of wind turbines under this section shall be made available for review by the United States Department of Defense (USDOD) in accordance with RCW 36.01.320, as in effect now or hereafter amended. The notice and processing of wind turbine permit applications will be in accordance with Benton County Code chapter 17.10. Pursuant to BCC 11.50.040 (d), the applicant is required to provide sufficient evidence to persuade the Hearings Examiner that the proposed wind turbine is compatible with other uses in the surrounding area, including any military training activities, or is no more incompatible than are any other outright permitted uses in the applicable zoning district, as well as provide all other evidence required by BCC 11.50.040;

(9) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the Sectional Aeronautical Charts produced by the National Aeronautical Charting Office (NACO);

(10) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.43 BCC; and

(11) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.

((~~(u)~~))(r) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The parcel on which the non-agricultural accessory use is located meets one of the following:

(i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;

(ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW, as currently in effect or as hereafter amended;

(iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.

(4) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(5) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;

(6) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;

(7) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;

(8) No more than two (2) signs of a size determined by the Hearings Examiner shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;

(9) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(10) Adequate off road parking, as determined by the Hearings Examiner, must be provided;

(11) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; ((~~and,~~))

(12) The days and hours of operation shall be determined by the Hearings Examiner with the granting of a Conditional Use Permit((~~.~~))<u>; and</u>

(13) The non-agricultural accessory use shall not require a marijuana retail outlet license from the Washington State Liquor and Cannabis Board.

((~~(v)~~))<u>(s)</u> Overnight lodging within a structure primarily used for processing of beer, wine, or spirits that meets the following criteria:

(1) The number of guest rooms may not exceed two (2); and,

(2) The area used for the guest rooms and associated with overnight lodging shall not exceed eight hundred square feet (800); and,

(3) The overnight lodging guest rooms shall meet Benton-Franklin Health District requirements for septic systems and domestic water usage shall be demonstrated; and,

(4) The overnight lodging guest rooms shall comply with all the applicable building code requirements.

((~~(w)~~))(t) Events Facility on the same or adjoining parcel as a Winery/Brewery/Distillery, but not related to the operational and marketing of the business, such as weddings, receptions, and meetings/retreats shall be limited to not more than two hundred (200) guest or less, meet the following criteria as well as any other conditions required by the Hearings Examiner:

(1) The events facility shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(2) The events facility must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(3) The events facility, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the existing Winery/Brewery/Distillery structures and shall not otherwise convert more than one (1) acre of agricultural land to the use;

(4) The parcel and events facility shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the events facility being pursued. The requirements of or the permission granted by the Hearings Examiner shall not be construed as an exemption from such regulations;

(5) Adequate off road parking, as determined by the Hearings Examiner, must be provided; and

(6) Any waste created as a result of the event facility must be disposed of off-site in compliance with all local, state, and/or federal regulations.

((~~(x)~~))(u) Bed and Breakfast Facility, subject to the provisions in BCC 11.42.030.

((~~(y)~~))(v) Recreation and entertainment activities centered on an agricultural theme. This may include activities such as field mazes, hayrides, sleigh rides, animal rides, petting zoos and other similar uses.

((~~(z)~~))(w) Commercial sand and gravel pits, stone quarries, other mineral extraction, asphalt and/or concrete batching plants.

((~~(aa)~~))(x) Veterinarian Clinics.

((~~(bb)~~))(y) Shooting Range Facility.

((~~(cc)~~))(z) Solar power generator facility, major.

((~~(dd)~~))(aa) Agri-tourism accommodations.

((~~(ee)~~))(bb) Agricultural research facility which conducts basic, applied, and/or developmental research of regional, national, or international concerns in the field of agriculture.

((~~(ff)~~))(cc) Commercial agricultural establishments that primarily provide storage, repair, or sale of irrigation, mechanical, and excavation service activities for use off premise.

((~~(gg)~~))(dd) Winery/Brewery/Distillery facility, including sampling, tasting, and sales of the product, may occur on an adjacent parcel from the site where the fruit or other products are processed, if both parcels are under the same ownership.

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

_____
Deputy Prosecuting Attorney

Attest:_____
Clerk of the Board

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

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

Determination of Non-Significance

Proponent: Benton County Planning Division
P.O. Box 910
Prosser WA 99350

File No. EA 2020-035

Project Description: A proposal to Comprehensive Plan Amendment (CPA 2021-003) proposes to delete text in *Chapter 2 Goals and Policies, HE Goal 2, Policy 3* (Page 25) and to amend text in *Chapter 6.2 Existing Conditions* (Page 93) and in *6.4.2 Housing Types – Farm Labor Housing* (Page 96 & 97).

Project Location: The proposed Benton County Comprehensive Plan Amendment is not a site-specific project.

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2) the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by April 14, 2021.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Greg J. Wendt
Position/Title: Director - Community Development Department
Address: P.O. Box 910, Prosser WA 99350
Phone: 509-786-5612

Date: March 30, 2021

Greg J. Wendt, Director

DISTRIBUTION:

Applicant
News Media (Encl. map or plot plan)
Benton County Building Office
Benton County Fire Marshal
Dept. of Natural Resources-Olympia
Dept. of Natural Resources -Ellensburg
Benton Clean Air Authority
Bureau of Reclamation
Benton County Public Works
City of Kennewick
City of Richland
City of Benton City
City of Prosser
City of West Richland
Benton-Franklin Dist. Health Dept.
Kennewick Irrigation District
Kiona Irrigation District
Benton Irrigation District
Badger Mountain Irrigation District
Columbia Irrigation District
Sunnyside Valley Irrigation District
Roza Irrigation District
Department of Transportation
Port of Benton
Port of Kennewick
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Corps of Engineers
Fire District # 1
Fire District # 2
Fire District # 3
Fire District # 4
Fire District # 5
Fire District # 6
Bureau of Land Management
Dept. of Fish and Wildlife
Dept. of Arch. & Historic Preservation
Futurewise
Dept. of Commerce
Ben Franklin Transit
Benton Franklin Council of Governments
Yakima Indian Nation

SEPA Environmental Checklist
File No. EA 2020-035

A. Background

1. Name of proposed project, if applicable: *A proposal by Benton County to delete text in Chapter 2 Goals and Policies, HE Goal 2, Policy 3 (Page 25). To amend text in Chapter 6.2 Existing Conditions (Page 93) and in 6.4.2 Housing Types-Farm Labor Housing (Page 96 & 97).*

2. Name of applicant:
   Benton County Planning Dept.
   P.O. Box 910
   Prosser WA 99350

3. Address and phone number of applicant and contact person:
   Greg Wendt, Planning Manager
   509-786-5612

4. Date checklist prepared: *November 18, 2020*

5. Agency requesting checklist: *Benton County*

6. Proposed timing or schedule (including phasing, if applicable):
   Planning Commission public hearing in July 2021

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
   No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
   None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
   None know or immediately anticipated.

10. List any government approvals or permits that will be needed for your proposal, if known.
The approval of the proposed Comprehensive Plan amendments is required by the Board of County Commissioners.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)
The uses and sizes of each of the proposal vary.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.
The uses and sizes of each of the proposal vary.

B. Environmental Elements

1. *Earth*

a. General description of the site: (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____
General topographic characteristics vary greatly within Benton County and environmental evaluations for future site-specific projects will need to be conducted if a site-specific project is proposed.

b. What is the steepest slope on the site (approximate percent slope)?
Not applicable, this is not a site-specific project.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Not applicable, this is not a site-specific project

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
Not applicable, this is not a site-specific project.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
Not applicable, this is not a site-specific project.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Not applicable, this is not a site-specific project.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?
Not applicable, this is not a site-specific project.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
Not applicable, this is not a site-specific project.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.
Not applicable, this is not a site-specific project.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
Not applicable, this is not a site-specific project.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Not applicable, this is not a site-specific project.

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
Not applicable, this is not a site-specific project.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
Not applicable, this is not a site-specific project.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable, this is not a site-specific project.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable, this is not a site-specific project.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable, this is not a site-specific project.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable, this is not a site-specific project.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable, this is not a site-specific project.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable, this is not a site-specific project.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not applicable, this is not a site-specific project.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable, this is not a site-specific project.

*4. **Plants***

a. Check the types of vegetation found on the site:

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
____shrubs
____grass
____pasture
____crop or grain
____ Orchards, vineyards or other permanent crops.
____ wet soil plants:cattail, buttercup, bullrush, skunk cabbage, other
____water plants: water lily, eelgrass, milfoil, other
____other types of vegetation

Not applicable, this is not a site-specific project.

b. What kind and amount of vegetation will be removed or altered?
Not applicable, this is not a site-specific project.

c. List threatened and endangered species known to be on or near the site.
Not applicable, this is not a site-specific project.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:
Not applicable, this is not a site-specific project.

e. List all noxious weeds and invasive species known to be on or near the site.
Not applicable, this is not a site-specific project.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____
If any threatened or endangered species are found for site-specific projects, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) will be required.

b. List any threatened and endangered species known to be on or near the site.
Not applicable, this is not a site-specific project.

c. Is the site part of a migration route? If so, explain.
Not applicable, this is not a site-specific project.

d. Proposed measures to preserve or enhance wildlife, if any:
Not applicable, this is not a site-specific project.

e. List any invasive animal species known to be on or near the site.
Not applicable, this is not a site-specific project.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
Not applicable, this is not a site-specific project.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
Not applicable, this is not a site-specific project.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
Not applicable, this is not a site-specific project.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.
Not applicable, this is not a site-specific project.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.
Not applicable, this is not a site-specific project.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
Not applicable, this is not a site-specific project.

4) Describe special emergency services that might be required.

Not applicable, this is not a site-specific project.

5) Proposed measures to reduce or control environmental health hazards, if any:
Not applicable, this is not a site-specific project.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Not applicable, this is not a site-specific project.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Not applicable, this is not a site-specific project.

3) Proposed measures to reduce or control noise impacts, if any:
Not applicable, this is not a site-specific project.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
Not applicable, this is not a site-specific project.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?
Not applicable, this is not a site-specific project.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
Not applicable, this is not a site-specific project.

c. Describe any structures on the site.
Not applicable, this is not a site-specific project.

d. Will any structures be demolished? If so, what?
Not applicable, this is not a site-specific project.

e. What is the current zoning classification of the site?
Not applicable, this is not a site-specific project.

f. What is the current comprehensive plan designation of the site?
Not applicable, this is not a site-specific project.

g. If applicable, what is the current shoreline master program designation of the site?
Not applicable, this is not a site-specific project.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
Not applicable, this is not a site-specific project.

i. Approximately how many people would reside or work in the completed project?
Not applicable, this is not a site-specific project.

j. Approximately how many people would the completed project displace?
Not applicable, this is not a site-specific project.

k. Proposed measures to avoid or reduce displacement impacts, if any:
Not applicable, this is not a site-specific project.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Not applicable, this is not a site-specific project.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:
The regulations must be consistent with the Benton County Comprehensive Plan policies and guidelines.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
None

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
None

c. Proposed measures to reduce or control housing impacts, if any:
None

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
None

b. What views in the immediate vicinity would be altered or obstructed?
None

c. Proposed measures to reduce or control aesthetic impacts, if any:
None

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Not applicable, this is not a site-specific project.

b. Could light or glare from the finished project be a safety hazard or interfere with views?
Not applicable, this is not a site-specific project.

c. What existing off-site sources of light or glare may affect your proposal?
Not applicable, this is not a site-specific project.

d. Proposed measures to reduce or control light and glare impacts, if any:
Not applicable, this is not a site-specific project.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?
Not applicable, this is not a site-specific project.

b. Would the proposed project displace any existing recreational uses? If so, describe.
Not applicable, this is not a site-specific project.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
Not applicable, this is not a site-specific project.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.
Not applicable, this is not a site-specific project.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
Not applicable, this is not a site-specific project.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable, this is not a site-specific project.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable, this is not a site-specific project.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Not applicable, this is not a site-specific project.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Not applicable, this is not a site-specific project.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not applicable, this is not a site-specific project.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not applicable, this is not a site-specific project.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. *Not applicable, this is not a site-specific project.*

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not applicable, this is not a site-specific project.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not applicable, this is not a site-specific project.

h. Proposed measures to reduce or control transportation impacts, if any:
Not applicable, this is not a site-specific project.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
Not applicable, this is not a site-specific project.

b. Proposed measures to reduce or control direct impacts on public services, if any.
Not applicable, this is not a site-specific project.

16. Utilities

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
Not applicable, this is not a site-specific project.

b. Describe the utilities that are proposed for the project, the utility providing the service,
and the general construction activities on the site or in the immediate vicinity which might be needed.
Not applicable, this is not a site-specific project.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee: Greg Wendt, Planning Manager

Position and Agency/Organization Benton County Planning Department

Date Submitted: Novmeber 18, 2020

D. Supplemental sheet for nonproject actions

(**IT IS NOT NECESSARY** to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?
Not applicable, this is not a site-specific project.

Proposed measures to avoid or reduce such increases are:
Not applicable, this is not a site-specific project.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
Not applicable, this is not a site-specific project. However, if any threatened or endangered species are found during the review of a site-specific project, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) is required.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:
Not applicable, this is not a site-specific project.

3. How would the proposal be likely to deplete energy or natural resources?
Not applicable, this is not a site-specific project.

Proposed measures to protect or conserve energy and natural resources are:
Not applicable, this is not a site-specific project.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

Proposed measures to protect such resources or to avoid or reduce impacts are:
Not applicable, this is not a site-specific project. However, mitigation measures may be required as condition of approval for a site-specific project through the SEPA review process if determined necessary.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Not applicable, this is not a site-specific project.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable, this is not a site-specific project.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not applicable, this is not a site-specific project.

Proposed measures to reduce or respond to such demand(s) are:

Not applicable, this is not a site-specific project.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Not applicable, this is not a site-specific project.

ESA LISTED SALMONIDS/FLOODPLAINS CHECKLIST

This worksheet was designed to help project proponents and government agencies identify when a project in the floodplain will cause adverse effects on ESA (Endangered Species Act) listed salmonids or floodplain features of salmon habitat. Listed salmonids include salmon, trout and chars, e.g. bull trout.

1. Will the proposed project occur landward of a levee?

   Yes___ No X

   If yes, please indicate the level of flood protection the levee provides (e.g., 30 year flood)

   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

2. Does floodwater ever carry fish behind the levee through overtopping or by flooding from upstream or downstream of the levee?

   Yes___ No X

   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

If you answered yes, and "100 year" to question 1, and no to question 2, you do not need to complete the remainder of this checklist.

HABITAT SPECIFICS: The questions in this section are specific to the project site and vicinity.

1. Name of nearest waterbody: _____
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

2. What is the distance from this project to the nearest body of water?
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

(Often a buffer between the project and a stream can reduce the chance of a negative impact to fish or habitat)

3. Is the project above a full or partial barrier to fish?
   Yes___ No X
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

If yes, check the type of barrier

- natural permanent barrier (waterfall) ___
- natural temporary barrier (beaver pond) ___
- man-made barrier (culvert, dam) ___
- other (explain): _____

4. If "yes" to question 3 above, are there any salmonids ever, swimming, spawning, or rearing above the barrier? Yes___ No___ Don't know___
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

IF you answer "yes" to question 3, and "no" to question 4, you can skip to question 16. Please complete questions 16-21 of this form.

5. Is the project site in the floodway, the channel migration zone, or the riparian buffer zone? Yes ___ No ___

6. What is the current condition and land use on the project site, and the land between the site and the potentially affected water body? (eg, "site is cleared but not paved parking lot, land between site and river is farmland")

PROJECT SPECIFICS: The following questions will help determine if this project could interfere with migration or rearing of listed fish.

(Both increases and decreases in water flows can affect fish migration.)

7. Does the project require the withdrawal of:
   i. Surface water? Yes___ No____
   Amount _____
   Name of surface water body _____

   ii. Ground water? Yes___ No___
   Amount _____
   From where _____
   Depth of well _____

8. Will any water be rerouted? Yes___ No___
   If yes, will this require a channel change?

9. Will there be retention or detention ponds? Yes___ No___
If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

If to a surface water discharge, please give the name of the waterbody.

10. Will this project require the building of new roads?
Yes___ No___ (Increased road mileage may affect the timing of water reaching a stream and may impact fish habitat.)

11. Are culverts proposed as part of this project? Yes___ No___

12. Will topography changes affect the duration/direction of runoff flows? Yes___ No___
If yes, describe the changes.

13. Will the project involve any reduction of the floodway or floodplain by filling or other partial blockage of flows?
Yes ___ No ___ (Juvenile fish rely on inundated floodplains to seek refuge from high volume and high velocity water during floods. Floodplain refuge increases juvenile fish survival.)

If yes, how will the loss of flood storage be mitigated by your project?

PROJECT SPECIFICS: The following questions are designed to determine if the project will affect riparian vegetation.
(Streambank vegetation provides shade that keeps water cool, provides prey base through insects that fall into the water, and helps stabilize streambanks, reducing erosion)

14. Will the project involve the removal of any vegetation from the stream banks? Yes___ No___

If yes, please describe the existing conditions, and the amount and type of vegetation to be removed.

15. If any vegetation is removed, do you plan to re-plant?
Yes___ No___ If yes, what types of plants will you use?

PROJECT SPECIFICS: The following questions will help determine if this project could adversely impact water quality.

(Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc. Such impacts can reduce survival among listed species.)

16. Do you know of any problems with water quality in any of the streams within this watershed? Yes___ No____
If yes, describe.

17.
What percent of the project will be impervious surface
(including pavement & roof area)?

18. Will your project either reduce or increase shade along or over a waterbody? Yes___ No___
(e.g., removal of streambank vegetation, or the building of structures such as docks or floats, often results in a change in shade.)

19. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?
Yes___ No___

20. Will turbidity be increased because of construction of the project or during operation of the project? Yes___ No___
(In-water or near water work will often increase turbidity during and after construction).

21. Will your project require long term maintenance activities? (i.e. bridge cleaning, roadway salting, chemical sprays for vegetation management, clearing of parking lots?)
Yes___ No ___ If yes, please describe.

2.7 Housing

HE Goal 1: Provide for a variety of residential uses and densities consistent with the rural character and lifestyles and a choice of housing types for people of all income levels.

Policy 1: Include a variety of dwelling unit types and densities within the rural housing stock.

Policy 2: Allow and regulate manufactured homes in the same way as site-built homes.

Policy 3: Work with Cities to provide housing for all economic segments of the population and seek to create the conditions necessary for the construction of affordable housing at appropriate densities within each of the jurisdiction types (i.e., rural and urban).

Policy 4: Follow RCW 36.70A.350 with regard to approving urban densities located outside of urban growth boundaries and outside of existing Rural Community Center areas, unless they are encompassed by the expansion of an existing UGA.

Policy 5: Locate higher than rural densities in appropriate areas within the Rural Community Center areas, Rural Transition Areas, or adjacent to the communities of Finley, Plymouth, Paterson, and Whitstran, per the adopted Land Use Map.

Policy 6: Keep plan provisions for the location of rural residential development consistent with preserving agricultural lands and maintaining the rural lifestyles of the County while also minimizing conflicts with commercial agricultural activities.

Policy 7: Consider accessory dwelling units as an affordable housing option and look for flexible and innovative ways of integrating accessory dwelling units into single family residential zones.

HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

Policy 1: Preserve existing, viable, rural residential areas and protect single-family residential areas from incompatible land uses.

Policy 2: Allow new housing in the unincorporated County consistent with densities maintained in the Land Use Element and map.

~~Policy 3: Enable the provision of farm worker housing by and for the agricultural community.~~

2.8 Transportation Element

TE Goal 1: Provide safe, convenient, efficient, economic, and multi-modal transportation networks compatible with the rural character and which serve the transportation demands consistent with the Land Use Element, and all other relevant provisions of the Comprehensive Plan.

6 Housing Element

6.1 Introduction

The Housing element is integrated with the other elements of the Comprehensive Plan. A full understanding of the County's housing policy and plans should include a study of these elements.

The GMA planning goals for housing are as follows:

- Encourage the availability of housing to all economic segments of the population
- Promote a variety of residential densities and housing types
- Encourage the preservation of existing housing stock

The Housing element includes an inventory and analysis of existing and projected housing needs within the County. Chapter 2 of the Comprehensive Plan identifies goals and policies for the preservation, improvement, and development of housing. Chapter 3: Land Use provides analysis to identify sufficient land for multiple housing choices to meet the projected needs of all economic segments of the County.

6.2 Existing Conditions

The 2015 American Community Survey data indicate 71,473 housing units currently exist in the entire Benton County, including cities (U.S. Census Bureau 2015). Unincorporated information is also provided below, along with a breakdown for cities. About 68 percent of the housing units are owner-occupied and 32 percent renter-occupied (Table 6-1).

Table 6-1
Benton County Housing Types and Occupancy

	Estimate in 2015	Percent
Total Housing units	71,473	100.00
Occupied housing units	67,430	94.00
Vacant housing units	4,043	6.00
Owner-occupied housing units	45,508	67.50
Renter-occupied housing units	21,922	32.50
Unit types		
1-unit, detached	44,599	62.40
1-unit, attached	1,953	2.70
2 units	2,889	4.00
3 or 4 units	2,776	3.90
5 to 9 units	3,479	4.90
10 to 19 units	3,431	4.80

6.4.2 *Housing Types*

Affordable Housing Types. Factory Assembled Structures and mobile homes offer housing alternatives suitable to low-income and moderate-income groups as well as senior citizens. Factory assembled structures are designed, made off site, and assembled on site. This process helps reduce building material and construction costs. Quality Factory Assembled Structures can be placed on a parcel for approximately 70 percent of the cost of a comparably sized site built structure. As technology improves, factory assembled structures can be designed to closely resemble site-built homes. In addition, when placed in mobile home parks or subdivisions, Factory Assembled Structures can offer reduced land and infrastructure costs.

Factory Assembled Structures are a major source of affordable housing in Benton County. They meet Housing and Urban Development standards, which make it possible for buyers to get loans to purchase with little or no down payment. This is a very attractive option for those with little savings to buy site-built homes.

Accessory Dwelling Units. The zoning code permits the establishment of additional living quarters within single family residences to permit persons who, due to a disability or an infirmity, require the assistance of friends, relatives, or a professional nurse to remain in their home and for persons related to the occupant. These units help meet the needs of the disabled, infirm, or elderly in need of assisted care and are currently allowed by ordinance in all residential zones and the agricultural zoning district of Benton County.

The County plans to review its zoning code for provisions to allow accessory dwelling units in its single-family residential zones in addition to its current code provision of allowing accessory dwelling units for disabled, infirm, or elderly residents.

Farm Labor Housing. ~~Provisions for seasonal housing for farm workers are provided in the GMA Agriculture designation. Housing for farm laborers may include apartments, cabins, factory assembled structures, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work.~~ Farm labor housing is available in all zoning districts that allow residential dwelling units, and, further, the County recognizes that RCW 70.114A provides additional opportunities for migrant and seasonal farm labor housing in Benton County.

Planned Developments. PD developers are offered flexibility in project design and site planning, which can allow for a higher quality development and improved affordability. PDs are generally characterized by flexible site requirements, which focus on overall project design rather than lot by lot design, efficiency in the provision of utilities, and common open space.

Multiple Detached Dwellings. Under the current BCC, the Planning Administrator may approve up to four detached dwellings on an individual lot provided the proposed use complies with all

applicable Benton Franklin Health District, Department of Health and Social Services, and Ecology requirements, as well as the density requirements of the Comprehensive Plan. The multiple dwellings provision allows for supervision of elderly or infirmed family members, ~~farm worker housing~~, and other flexible living arrangements.

Temporary Dwellings. All residential and agricultural districts permit temporary dwellings. These types of housing are also approved with or without conditions by the Planning Administrator. They may be approved in cases of personal hardship and to suit the needs of the agricultural community on a temporary basis. Because such hardships or needs are personal and generally transitory, it is determined that the approval of temporary dwellings do not constitute a long-term land use commitment that would conflict with the County's Comprehensive Plan.

6.4.3 Development Review Process

In addition to land use policies, the County development review process will be periodically evaluated for efficiency and customer service improvement opportunities. Periodic reviews to improve efficiency and service can help reduce housing development costs and may also encourage developers to use the policy and regulatory features of the Comprehensive Plan which is designed to encourage affordable housing.

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

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

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Benton County Planning Commission will hold a virtual public hearing via WebEx on Tuesday, June 8, 2021 at 6:00 p.m. to consider an ordinance amendment to the Benton County Zoning Ordinance (File No. OA 2021-003): amending the section relating to definitions; amending the section relating to uses requiring a conditional use permit; amending Ordinance 611, Section 7, Ordinance 617, Section 1 and BCC 11.03.010; and amending Ordinance 611, Section 63, Ordinance 617, Section 7, Ordinance 634, Section 3 and BCC 11.17.070.

Ordinance 2021-003 -BCC 11.03.010 is being amended by deleting the definition for "Farm Labor Housing" and adding a definition for "Household". BCC 141.17.070(l) is being amended by removing "farm labor housing" from uses requiring a Conditional Use Permit in the GMA AD Zoning District.

NOTICE IS FURTHER GIVEN that the ordinance amendment has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on March 30, 2021. Accordingly, an Environmental Impact Statement were not required on any this ordinance amendment. Any comments regarding the determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday June 7, 2021.

To continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

If you wish to provide comments on the ordinance amendment before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. You must submit a request form to participate for each hearing that you wish to attend. If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item. Comments regarding the proposed amendment or SEPA determination may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division

at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Planning Commission may recommend approval, or disapproval of the proposed ordinance amendment to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications per the phone-in instructions above. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 19th day of May 2021.

Martin Sheeran, Chairman
Benton County Planning Commission

Greg Wendt, Director
Community Development Department

PUBLISH: May 26, 2021

Department of Commerce

THANK YOU

We have received your amendment submission. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2021-S-2647

Submittal Date Time: 05/10/2021

Submittal Information

Jurisdiction	Benton County
Submittal Type	60-day Notice of Intent to Adopt Amendment
Amendment Type	Development Regulation Amendment

Amendment Information

Brief Description
An ordinance amendment to BCC 11.03-Definitions to delete the definition for Farm Worker Housing and adding a definition for Household. Also amending BCC 11.17 by deleting Farm labor housing, manufactured (mobile) home, factory assembled structure parks and RV parks for farm worker housing in the uses allowed by Conditional Use Permit section..

☐ **Yes, this is a part of the 8-year periodic update schedule, required under RCW 36.70A.130.**

Anticipated/Proposed Date of Adoption 06/29/2021

Attachments

Attachment Type	File Name	Upload Date
Development Regulation Amendment - Draft	Household Def. BCC 11.03 and 11.17 5-4-2021.pdf	05/10/2021 10:24 AM

Contact Information

Prefix	Mr.
First Name	Greg
Last Name	Wendt
Title	Director
Work	(509) 786-5612
Cell	
Email	greg.wendt@co.benton.wa.us

☐ **Yes, I would like to be contacted for Technical Assistance.**

Certification

■ **I certify that I am authorized to submit this Amendment for the Jurisdiction identified in this Submittal and all information provided is true and accurate to the best of my knowledge.**

Full Name	Donna Hutchinson
Email	donna.hutchinson@co.benton.wa.us

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101, DEPARTMENT NUMBER 106

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

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, File,

Prepared by: Josie Delvin

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Clerk

Dept Nbr: 106

Fund Name: Public Safety Tax Fund

Fund Nbr: 0148101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1912	Indigent Screener	$92,590
512.300	1914	Indigent Screener	$84,720
TOTAL			$177,310

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	1912	Legal Process Assistant III	$70,000
512.300	1131	Legal Process Supervisor	$107,310
TOTAL			$177,310

Explanation:

1. Position 1912 Indigent Screener position and line item, grade 7, non barg, to be updated to Legal Process Assistant III, grade 6, courthouse union. 2. Position 1914 will become vacant and unfilled. 3. Position 1131, change line item name from Collections Supervisor to Legal Process Supervisor. Position 1131 remains Grade 12, non bargaining. Position 1131 is a current position in Clerks Collection Fund 0146101. The position will fund 75% by PST Dept 106 and 25% by the Clerks Collection Fund 0146101.

Prepared by: Josie Delvin

Date: 29-Jul-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 CLERKS COLLECTION FUND FUND NUMBER 0146101, 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; and

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, File,

Prepared by: Josie Delvin

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Clerks Collection Fund | Fund Nbr: 0146101

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
512.300	1131	Collections Supervisor	$91,760	512.300	1131	Legal Process Supervisor	$91,760
TOTAL			$91,760	TOTAL			$91,760

Explanation:

To change line item name from Collections Supervisor to Legal Process Supervisor. Position 1131 remains Grade 12, non bargaining.

Prepared by: Josie Delvin | Date: 29-Jul-2021

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	American Rescue Plan (ARPA)
Presenter:	Matt Rasmussen & Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The American Rescue Plan Grant was received in May. We are discussing 4 areas of eligible uses:

1. The Office of Public Defense requests funds to assist with legal services and professional service expenses to increase speed of case resolution.
2. The Clerk's Office requests funds for the OnBase project which allows the Office to move towards paperless and streamlining work to reduce in-person interaction.
3. The Prosecuting Attorney's Office requests funds for 2 Deputy Prosecuting Attorneys, 1 Legal Secretary II and Temporary help. The ARPA grant allows for hiring additional court staff or attorneys to increase speed of case resolution.
4. The Coroners Office requests funds for a Lead Deputy Coroner, approval of a salary grade and a classification description. The ARPA grant allows for reimbursement of wages and benefits of Public Service employees primarily related to COVID-19.

Fiscal Impact

All Expenses are in Current Expenses, Department 139, which is specifically setup for the ARPA Grant expenditures. Funding for expenses end with the conclusion of the ARPA Grant, December 31, 2024.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Office of Public Defense as presented ($134,000).
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Clerk's Office as presented ($433,500)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Prosecuting Attorney's Office as presented ($461,677)
4. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Coroner's Office as presented ($102,670)
5. Move to approve the Salary Grade for the Lead Deputy Coroner for the Coroner's Office as presented.
6. Move to approve the Job Classification and description for the Lead Deputy Coroner for the Coroner's Office as presented.

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 139

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

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, File,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Cares/ARP Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
513.100	4103	Professional Services	$134,000
TOTAL			$134,000

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.919	4103	Professional Services	$74,000
515.911	4101	Legal Services	$60,000
TOTAL			$134,000

Explanation:

The American Rescue Plan (ARPA) allows for hiring additional court staff or attorneys and other expenses to increase speed of case resolution to expedite case resolution as an elibile ARPA use of funds. The LIT appropriation is for the Office of Public Defense. Contract allocation ends with the conclusion of the ARPA funding December 31, 2024.

Prepared by: Linda Ivey Date: 28-Jul-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	American Rescue Plan (ARPA)
Presenter:	Matt Rasmussen & Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The American Rescue Plan Grant was received in May. We are discussing 4 areas of eligible uses:

1. The Office of Public Defense requests funds to assist with legal services and professional service expenses to increase speed of case resolution.
2. The Clerk's Office requests funds for the OnBase project which allows the Office to move towards paperless and streamlining work to reduce in-person interaction.
3. The Prosecuting Attorney's Office requests funds for 2 Deputy Prosecuting Attorneys, 1 Legal Secretary II and Temporary help. The ARPA grant allows for hiring additional court staff or attorneys to increase speed of case resolution.
4. The Coroners Office requests funds for a Lead Deputy Coroner, approval of a salary grade and a classification description. The ARPA grant allows for reimbursement of wages and benefits of Public Service employees primarily related to COVID-19.

Fiscal Impact

All Expenses are in Current Expenses, Department 139, which is specifically setup for the ARPA Grant expenditures. Funding for expenses end with the conclusion of the ARPA Grant, December 31, 2024.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Office of Public Defense as presented ($134,000).
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Clerk's Office as presented ($433,500)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Prosecuting Attorney's Office as presented ($461,677)
4. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Coroner's Office as presented ($102,670)
5. Move to approve the Salary Grade for the Lead Deputy Coroner for the Coroner's Office as presented.
6. Move to approve the Job Classification and description for the Lead Deputy Coroner for the Coroner's Office as presented.

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 139

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

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, File,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Cares/ARP Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
513.100	4103	Professional Services	$433,500
TOTAL			$433,500

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.300	3503	Computer Software	$150,000
512.300	3508	Computer Replacement	$2,500
512.300	4201	Contract Services	$61,000
512.300	4805	Service Maintenance Agreements	$210,000
594.120	6408	Capital Outlay - Computer replacemen	$10,000
TOTAL			$433,500

Explanation:

American Rescue Plan (ARPA) Funding for the Clerk's Office to allow the Office to move towards paperless and streamlining work to reduce need for in-person interaction. Project includes OnBase portal facilities remote access, Judge edition, licences for digital filing, Truefiling, and microsoft digitizer and workstation.

Prepared by: Linda Ivey Date: 02-Aug-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	American Rescue Plan (ARPA)
Presenter:	Matt Rasmussen & Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The American Rescue Plan Grant was received in May. We are discussing 4 areas of eligible uses:

1. The Office of Public Defense requests funds to assist with legal services and professional service expenses to increase speed of case resolution.
2. The Clerk's Office requests funds for the OnBase project which allows the Office to move towards paperless and streamlining work to reduce in-person interaction.
3. The Prosecuting Attorney's Office requests funds for 2 Deputy Prosecuting Attorneys, 1 Legal Secretary II and Temporary help. The ARPA grant allows for hiring additional court staff or attorneys to increase speed of case resolution.
4. The Coroners Office requests funds for a Lead Deputy Coroner, approval of a salary grade and a classification description. The ARPA grant allows for reimbursement of wages and benefits of Public Service employees primarily related to COVID-19.

Fiscal Impact

All Expenses are in Current Expenses, Department 139, which is specifically setup for the ARPA Grant expenditures. Funding for expenses end with the conclusion of the ARPA Grant, December 31, 2024.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Office of Public Defense as presented ($134,000).
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Clerk's Office as presented ($433,500)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Prosecuting Attorney's Office as presented ($461,677)
4. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Coroner's Office as presented ($102,670)
5. Move to approve the Salary Grade for the Lead Deputy Coroner for the Coroner's Office as presented.
6. Move to approve the Job Classification and description for the Lead Deputy Coroner for the Coroner's Office as presented.

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 139

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

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, File,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Cares/ARP Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
513.100	4103	Professional Services	$461,677
TOTAL			$461,677

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.351	1420	Deputy Prosecuting Attorney	$106,732
515.351	1424	Deputy Prosecuting Attorney	$106,732
515.351	1430	Legal Secretary II	$48,516
515.351	1905	Temporary Help	$43,646
515.351	1925	Overtime	$35,000
515.351	2102	Social Security	$23,380
515.351	2103	Medical Insurance	$70,368
515.351	2104	Retirement	$26,853
515.351	2119	Paid Family Leave Act	$450
TOTAL			$461,677

Explanation:

The American Rescue Plan (ARPA) allows for hiring additional court staff or attorneys to increase speed of case resolution to expedite case resolution as an elibile ARPA use of funds. The LIT appropriation is for Prosecuting Attorney's Office positions: 2 Deputy Prosecuting Attorney Positions (Grade 19, non barg), 1 Legal Secretary II position (Grade 5, courthouse union),Overtime and Temporary Help position. Positions end with the conclusion of the ARPA funding December 31, 2024.

Prepared by: Linda Ivey Date: 28-Jul-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	American Rescue Plan (ARPA)
Presenter:	Matt Rasmussen & Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The American Rescue Plan Grant was received in May. We are discussing 4 areas of eligible uses:

1. The Office of Public Defense requests funds to assist with legal services and professional service expenses to increase speed of case resolution.
2. The Clerk's Office requests funds for the OnBase project which allows the Office to move towards paperless and streamlining work to reduce in-person interaction.
3. The Prosecuting Attorney's Office requests funds for 2 Deputy Prosecuting Attorneys, 1 Legal Secretary II and Temporary help. The ARPA grant allows for hiring additional court staff or attorneys to increase speed of case resolution.
4. The Coroners Office requests funds for a Lead Deputy Coroner, approval of a salary grade and a classification description. The ARPA grant allows for reimbursement of wages and benefits of Public Service employees primarily related to COVID-19.

Fiscal Impact

All Expenses are in Current Expenses, Department 139, which is specifically setup for the ARPA Grant expenditures. Funding for expenses end with the conclusion of the ARPA Grant, December 31, 2024.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Office of Public Defense as presented ($134,000).
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Clerk's Office as presented ($433,500)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Prosecuting Attorney's Office as presented ($461,677)
4. Move to approve the Transfer of Funds within Current Expense Fund 0000101, Department 139 for the Coroner's Office as presented ($102,670)
5. Move to approve the Salary Grade for the Lead Deputy Coroner for the Coroner's Office as presented.
6. Move to approve the Job Classification and description for the Lead Deputy Coroner for the Coroner's Office as presented.

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 139

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

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, File,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Cares/ARP Dept Nbr: 139

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
513.100	4103	Professional Services	$102,670
TOTAL			$102,670

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	1252	Lead Deputy Coroner	$67,440
563.200	2102	Social Security	$5,160
563.200	2103	Medical Insurance	$23,050
563.200	2104	Retirement	$6,920
563.200	2119	Paid Family Leave Act	$100
TOTAL			$102,670

Explanation:

American Rescue Plan appropriation for the Coroner's Office. New position 1252 Lead Deputy Coroner, Grade 11, non bargaining. The position ends with the conclusion of the ARPA funding December 31, 2024.

Prepared by: Linda Ivey Date: 29-Jul-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	Lead Deputy Coroner Salary Placement
Presenter:	K. Ainsworth
Prepared By:	K. Ainsworth
Reviewed By:	L. Wingfield

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

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

Summary / Background Information

The Coroner worked with the Human Resources Department to ensure appropriate placement of the Lead Deputy Coroner on the Benton County Non-Bargaining Salary Schedule. After ensuring consistency with other positions of a similar nature, it is recommended that the Lead Deputy Coroner position be placed at a grade 11 on the Benton County Non-Bargaining Salary Schedule.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution to establish the Lead Deputy Coroner position as a grade 11 on the Benton County Non-Bargaining salary schedule.

Suggested Motion

I move to approve the Lead Deputy Coroner as a grade 11 on the Benton County Non-Bargaining salary scheduled.

cc: HR, Auditor, Coroner

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING THE SALARY GRADE FOR THE LEAD DEPUTY CORONER

WHEREAS, it is recommended that the Lead Deputy Coroner be placed as a grade 11 on the Benton County Non-Bargaining salary schedule; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the placement of the Lead Deputy Coroner position on the Benton County Non-Bargaining salary schedule at a grade 11; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Coroner

Prepared by: K. Ainsworth

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	08/17/2021
Subject:	Establish the Lead Deputy Coroner classification description
Presenter:	K. Ainsworth
Prepared By:	K. Ainsworth
Reviewed By:	W. Leach

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

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

Summary / Background Information

The Coroner has identified a need to create a classification description for a Lead Deputy Coroner and he has worked with the Human Resources Department to create the presented classification description.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution to establish a Lead Deputy Coroner classification description.

Suggested Motion

I move to approve the Lead Deputy Coroner classification description as presented.

cc: HR, Auditor, Coroner

Prepared by: K. Ainsworth

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A LEAD DEPUTY CORONER CLASSIFICATION DESCRIPTION

WHEREAS, the Human Resources Department worked with Coroner to create a classification description for a Lead Deputy Coroner; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached Lead Deputy Coroner classification description; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Auditor, Coroner

Prepared by: K. Ainsworth

TITLE: Lead Deputy Coroner

DEPARTMENT: Coroner's Office

REPORTS TO: Coroner and/or Chief Deputy Coroner

SUPERVISES: Deputy Coroner

FLSA: Exempt

SUMMARY:

Assigns and supervises the work of individuals investigating the circumstances surrounding deaths which come under the jurisdiction of the Coroner's Office. Participates in the investigation process which includes providing initial emotional and psychological support to individuals and families as well as providing the technical expertise to initiate and, as appropriate, conduct the actions necessary to fulfill the Coroner's Office responsibilities including legal requirements.

EXAMPLES OF JOB DUTIES: (Duties listed are illustrative and not intended as an exhaustive listing. This classification specification reflects the general concept and intent of the position and should not be construed as a detailed statement of all the requirement that may be inherent in the position.)

Assigns, supervises, and evaluates the work of Deputy Coroners, advising and assisting as needed.

Acts as the Chief Deputy Coroner in their absence.

Provides administrative assistance to the Coroner and Chief Deputy Coroner as required.

Directs, schedules, assigns, performs, corroborates, or authenticates forensic medical work, post-mortem examinations, microscopic examinations of tissues, and all other duties associated with the investigation of deaths under the jurisdiction of the Coroner.

Responds to the scene of deaths, makes initial contact with individuals on scene, investigates, gathers evidence, and transports human remains to the Coroner's office.

Develops and presents educational programs as required and trains other Deputy Coroners in the techniques of investigating deaths.

Locates and notifies next-of-kin. Documents, collects, recovers, disposes of personal property, and releases remains to funeral homes in accordance with Washington State law and the Benton County Coroner's office policies.

Composes, reviews, and disseminates reports, including complete and comprehensive statements of investigations.

Coordinates forensic specialists as required including but not limited to X-ray technicians, pathologists, anthropologists, dentists, crime scene investigators, toxicologists, lawyers, and prosecutors.

Witnesses and may assist in autopsies including body preparation; identifying tissue and fluid samples; assists with the collection and preservation of physical and biological evidence in criminal and civil cases.

Secures and sends blood samples to toxicologists and notifies appropriate authorities of the results.

Preforms routine inspection of the facility to verify cleanliness in the morgue; and to ensure supplies are stocked and linens laundered.

Consults with law enforcement personnel regarding cases.

Supervises clerical functions including maintenance of case files, filing, and correspondence with outside agencies and families.

Acts as primary Public Records Officer responsible for responding to public records requests.

Stays up to date with regards to new laws, regulations, and procedures. Provides legal advice and representations to subordinates, County departments, and elected officials.

Lobbies and negotiates for County interests with local, state, and federal governments; Assists in locating grants and completing grant applications suitable for funding of technology, equipment, training and other programs identified as beneficial to the Coroner's Office

Answers questions and provides information to the public, law officers, general legal principles, and the court process.

Performs other related duties as assigned.

WORKING CONDITIONS:

Work is primarily performed in an office setting but could be performed in inclement weather, and under adverse conditions. There will be likely exposure to toxic chemicals, spills, and infectious materials. Work may be conducted during non-standard hours and may require frequent travel including but not limited to driving a County vehicle. Work duties involve lifting more than 100 lbs., stooping, crouching, climbing, and crawling. There will be exposure to emotional situations and violent people.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of the duties and responsibilities of the Coroner's Office including the principles, methods, and practices of legal research, analysis, investigation, judicial procedure, rules of evidence, forensic photography and criminalistic proficiency.

Skill in procedures necessary to prepare a body for autopsy and some knowledge and

experience in autopsy assisting.

Ability to use equipment and supplies necessary to maintain a morgue facility.

Knowledge of anatomy, physiology, medical terminology, disease process, and drug Knowledge including prescription drugs and their use.

Ability to exercise tact, diplomacy, and crisis intervention with survivors.

Ability to participate in and successfully complete various training programs.

Ability to operate personal computers or similar data processing equipment (programming not required but desirable).

Ability to work as a member of a team, including maintaining teamwork with other employees, scheduling own work assignments through prioritization, and assisting other employees in times of overload or high priority.

Ability to make independent judgments and to initiate appropriate action while operating under broad supervisory guidelines.

Ability to communicate effectively, both orally and in writing.

Ability to interpret and explain codes, statutes, ordinances, and procedures.

Ability to establish and maintain effective working relationships with employees, other agencies, and the general public.

EDUCATION AND EXPERIENCE:

Bachelor’s degree in a medical/legal discipline or related field and 3 year’s related experience; or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

LICENSES, CERTIFICATES & OTHER REQUIREMENTS:

Valid Driver's License.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	Blake Decision
Presenter:	Josie Delvin
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The Blake Decision by the Supreme Court called out simple possession of illegal drugs as unconstitutional. This requires vacating, dismissing, resentencing and refunding legal financial obligations back to 1971. We are discussing 3 requests:

1. The Clerk's Office requests funds for a Legal Process Assistant IV, supplies, and a computer.
2. The Prosecuting Attorney's Office requests funds for a Deputy Prosecuting Attorney and other supplies and services.
3. Superior Court requests funds for a Case Manager, a ½ Court Commissioner, supplies and a computer.
4. Superior Court presents a bi-county Resolution to include the additional wages and benefits in the allocation split with Franklin County and to authorize entering into the reimbursement contract with the Washington State Administrative Office of the Courts (AOC).

Fiscal Impact

Benton County will be receiving a Grant to fund the requests.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 106 for the Clerk's Office as presented ($102,000)
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 117 for the Prosecuting Attorney's Office as presented ($224,000)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 123 for Superior Court as presented ($252,823)
4. Move to approve the Bi-County Resolution authorizing Superior Court to enter into a reimbursement contract with the Washington State Administrative Office of the Courts (AOC) which reimburses the costs of temporary staffing positions that will address the Blake decision caseload, and approve the Blake expenses be allocated with Franklin County consistent with Joint Resolution - Benton County 2017-080 and Franklin County 2017-11 and Joint Resolution - Benton County 2020-985 and Franklin County 2020-277.

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 115 TO DEPARTMENT NUMBER 106

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

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, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Clerk Dept Nbr: 115 to Department Number 106

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 115 TRANSFER TO: Dept 106

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$102,000	512.317	1330	Legal Process Assistant IV	$68,000
				512.317	2102	Social Security	$5,210
				512.317	2103	Medical Insurance	$18,250
				512.317	2104	Retirement	$6,970
				512.317	2119	Paid Family Leave Act	$100
				512.317	3101	Supplies	$1,870
				512.317	3508	Computer	$1,600
TOTAL			$102,000	TOTAL			$102,000

Explanation:

To appropriate funding in the Clerks Office,Department 106, for expenses associated with the Blake Decision. The expenses are Grant funded. Legal Process Assistant IV, Position 1330 and additional expenses will end when the Grant ends. Position is Court house union, Grade 7

Prepared by: Linda Ivey Date: 30-Jul-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	Blake Decision
Presenter:	Josie Delvin
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The Blake Decision by the Supreme Court called out simple possession of illegal drugs as unconstitutional. This requires vacating, dismissing, resentencing and refunding legal financial obligations back to 1971. We are discussing 3 requests:

1. The Clerk's Office requests funds for a Legal Process Assistant IV, supplies, and a computer.
2. The Prosecuting Attorney's Office requests funds for a Deputy Prosecuting Attorney and other supplies and services.
3. Superior Court requests funds for a Case Manager, a ½ Court Commissioner, supplies and a computer.
4. Superior Court presents a bi-county Resolution to include the additional wages and benefits in the allocation split with Franklin County and to authorize entering into the reimbursement contract with the Washington State Administrative Office of the Courts (AOC).

Fiscal Impact

Benton County will be receiving a Grant to fund the requests.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 106 for the Clerk's Office as presented ($102,000)
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 117 for the Prosecuting Attorney's Office as presented ($224,000)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 123 for Superior Court as presented ($252,823)
4. Move to approve the Bi-County Resolution authorizing Superior Court to enter into a reimbursement contract with the Washington State Administrative Office of the Courts (AOC) which reimburses the costs of temporary staffing positions that will address the Blake decision caseload, and approve the Blake expenses be allocated with Franklin County consistent with Joint Resolution - Benton County 2017-080 and Franklin County 2017-11 and Joint Resolution - Benton County 2020-985 and Franklin County 2020-277.

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 115 TO DEPARTMENT NUMBER 117

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

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, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Prosecuting Attorney

Dept Nbr: 115 to Department Number 117

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$224,000	515.357	1388	Deputy Prosecuting Attorney	$114,336
				515.357	1905	Temporary Help	$52,000
				515.357	2102	Social Security	$12,725
				515.357	2103	Medical Insurance	$26,056
				515.357	2104	Retirement	$11,720
				515.357	2119	Paid Family Leave Act	$245
				515.357	3101	Supplies	$898
				515.357	3501	Minor Equipment & Small Tools	$2,000
				515.357	3508	Computer Hardware & software	$2,850
				515.357	4202	Telephone	$1,170
TOTAL			$224,000	TOTAL			$224,000

Explanation:

To appropriate funding in the Prosecuting Attorneys Office,Department 117, for expenses associated with the Blake Decision. The expenses are Grant funded. Position 1388 and additional expenses will end when the Grant ends. Deputy Prosecuting Attorney is a Grade 19 non barg.

Prepared by: Linda Ivey

Date: 20-Jul-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/17/2021
Subject:	Blake Decision
Presenter:	Josie Delvin
Prepared By:	Linda Ivey
Reviewed By:	

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

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

Summary / Background Information

The Blake Decision by the Supreme Court called out simple possession of illegal drugs as unconstitutional. This requires vacating, dismissing, resentencing and refunding legal financial obligations back to 1971. We are discussing 3 requests:

1. The Clerk's Office requests funds for a Legal Process Assistant IV, supplies, and a computer.
2. The Prosecuting Attorney's Office requests funds for a Deputy Prosecuting Attorney and other supplies and services.
3. Superior Court requests funds for a Case Manager, a ½ Court Commissioner, supplies and a computer.
4. Superior Court presents a bi-county Resolution to include the additional wages and benefits in the allocation split with Franklin County and to authorize entering into the reimbursement contract with the Washington State Administrative Office of the Courts (AOC).

Fiscal Impact

Benton County will be receiving a Grant to fund the requests.

Suggested Motion

1. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 106 for the Clerk's Office as presented ($102,000)
2. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 117 for the Prosecuting Attorney's Office as presented ($224,000)
3. Move to approve the Transfer of Funds within Current Expense Fund 0000101, from Department 115 to Department 123 for Superior Court as presented ($252,823)
4. Move to approve the Bi-County Resolution authorizing Superior Court to enter into a reimbursement contract with the Washington State Administrative Office of the Courts (AOC) which reimburses the costs of temporary staffing positions that will address the Blake decision caseload, and approve the Blake expenses be allocated with Franklin County consistent with Joint Resolution - Benton County 2017-080 and Franklin County 2017-11 and Joint Resolution - Benton County 2020-985 and Franklin County 2020-277.

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 115 TO DEPARTMENT NUMBER 123

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

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, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental to Superior Court

Dept Nbr: 115 to Department Number 123

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 123

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
511.600	4931	Fenced Item Contingency	$252,823	512.217	1326	Case Manager	$53,220
				512.217	1302	Court Commissioner	$124,416
				512.217	2102	Social Security	$13,589
				512.217	2103	Medical Insurance	$33,068
				512.217	2104	Retirement	$18,208
				512.217	2119	Paid Family Leave Act	$262
				512.217	3101	Supplies	$3,500
				512.217	3508	Computer	$6,560
TOTAL			$252,823	TOTAL			$252,823

Explanation:

To appropriate funding in Superior Court,Department 123, for expenses associated with the Blake Decision. The expenses are Grant funded. The positions, 1326 & 1302, and additional expenses will end when the Grant ends. Court Commissioner is a 1/2 position. Case Manager is Bi-County Non Barg Grade 7.

Prepared by: Linda Ivey

Date: 30-Jul-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member