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 31, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **August 24, 2021**

Review Agenda

Consent Agenda

Commissioners
a. Line Item Transfer, Fund No. 0305-101, Dept. 000

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

Human Services
c. Contract w/Lourdes Hospital for Prosecutorial Diversion Services
d. Contract w/Lourdes Hospital for Advanced Registered Nurse Practitioner Services
e. Contract w/Domestic Violence Services for Dept. of Commerce Consolidated Homeless Grant Services
f. Agreement w/Tri-Cities Hispanic Chamber of Commerce for the Treasury Rental Assistance Program

Information Technology
g. Lease Agreement for Color Copier From Ricoh USA for Human Services Department
h. Line Item Transfer, Fund No. 0132-101, Dept. 000

Purchasing

i. Agreement w/Paramount Communications for Additional Fiber Runs @ the Justice Center Campus

Treasurer

j. Approval for Use of County Funds for Columbus Day Training

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

Public Hearing

Surplus of Cessna Aircraft ~ M Rasmussen

Scheduled Business

Preliminary Plat of Mammoth Acres – SUB 2021-004 ~ M Cooke

Award of 2021 Pavement Marking ~ M Rasmussen & D D'Hondt

Request for Public Hearing for Budget Supplement ~ L Ivey

Other Business

Executive Session

Pending Litigation ~ R Lukson & A Morasch

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, August 24, 2021, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Alex Garcia, IT; Darryl Banks, Juvenile Administrator; Jeff Jones, Facilities Manager; Clerk Josie Delvin; Michelle Cooke, Assistant Planning Manager; Greg Wendt, Community Development Director; Robert Blain, Operations & Capital Programs; Treasurer Ken Spencer; Superior Court Judge Cameron Mitchell.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of August 17, 2021 were approved.

The Minutes of the Special Meeting of August 17, 2021 were approved.

Agenda Review

Mr. MacPherson added the following discussion item:

- Juvenile Healthcare Contract

Consent Agenda

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

Commissioners

a. Line Item Transfer, Current Expense Fund 0000-101, Dept. 139

b. Coding Correction – Capital Projects Fund 0305101 to Current Expense 0000-101, Dept. 139
c. Line Item Transfer, Current Expense Fund 0000-101, Dept. 139 (Prior Period Adjustment)

Information Technology

d. Purchase of Device Licensing from CompuNet, Inc. – New Admin Building

Public Safety Tax

e. Line Item Transfer, Public Safety Tax, 0148101, Dept. 121
f. Line Item Transfer, Public Safety Tax, 0148101, Dept. 121

Public Comment

None.

Juvenile - Discussion on Program Agreement - Detention Alternatives Initiative

Darryl Banks, along with Superior Court Judge Cameron Mitchell, discussed the Detention Alternatives Initiative grant. Mr. Banks said they started participating in the program in 2007, partly due to an overcrowding issue. He said it had transitioned to legislative dollars of $25,000 per year and required some reporting and training.

The Board discussed some of the material offered by Cultures Connecting Group as part of the racial and ethnic disparities training. Additionally, that employees should not be required to participate in this training.

Commissioner McKay expressed concern about the sources of material being offered by this group and said he was opposed to the critical race theory material. He said Mr. Banks might have staff that needed training, but he was not in favor of some of the material being offered.

Judge Mitchell said it was his understanding that if they accepted the grant, it did not mean they had to accept the training, but the training was separate. Additionally, if they declined the grant, it did not mean they could not complete the training if they wanted.

The Board said it was in favor of the grant, but not mandatory training and that training should be optional.

Judge Mitchell said he would discuss the matter with the other judges and find out what Franklin County was willing to do.

Facilities - Authorization to Pay River City Environmental for Grease Trap Cleaning

Jeff Jones presented a Resolution authorizing to pay River City Environmental an overage in the amount of $9,253.50 for grease trap pumping and cleaning at the Jail. The service was originally expected to take one day however, an additional day and special equipment were needed to complete the job to City of Kennewick standards. The additional overage amount was originally $14,779.24 but negotiated down to $9,253.50. Mr. Jones said they would be on a new maintenance schedule to be completed every six months.

MOTION: Commissioner Small moved to approve the Resolution authorizing the additional payment to River City Environmental, Inc. for the grease trap pumping & cleaning at the Benton County Justice Center. Commissioner McKay seconded and upon vote, the motion carried.

Planning Division - Private Road Petition – PR 2021-001

Michelle Cooke, Planning, presented the application by Aaron and LeAnn Anderson requesting to rename a private access easement located off S. Clodfelter Road. Notice was sent to all affected agencies and comments received from Public Works, GIS, and SECOMM. Based upon the information received, the Planning Department recommended approval.

MOTION: Commissioner Small moved to approve Private Road Petition PR 2021-001 to change the private road name of 422 PR SE to Bastian PR SE with the condition that Mr. & Mrs. Anderson have thirty (30) days to pay the required sign fee for the construction and placement of the private road sign(s) to the Benton County Public Works Department. If the fee is not paid within thirty (30) days of approval from the Benton County Commissioners, it will be declared null and void. Written proof that the fee has been paid must be provided to the Planning Department. Commissioner McKay seconded and upon vote, the motion carried.

Capital – Kennewick General Hospital Building Evaluation Findings

Robert Blain and Mike Corbin of Wave Design Group, along with his team, presented the findings of the Kennewick General Hospital Building evaluation and briefly discussed the following:

- Architectural Assessment
    - Building Façade
    - Building Roof
    - Interior finishes
    - ADA Compliance
- Structural Assessment
    - Foundations
    - Building frames
    - Water damage
    - Recommendations
- Mechanical Assessment
    - HVAC Components
    - Maintenance Costs
    - Service Water
- Electrical assessment
    - Lighting and receptables
    - Utility Service
    - Emergency Back-up power
    - Electrical Power Distribution Equipment

- Estimated costs – could be phased construction and use of the building
    - ADA replacement - $1,000 per door

- Restrooms - $25,000 per restroom
- Investigation of water intrusion - $20,000. They could not give an estimate of the cost of repair until the investigation report was complete
- Structural repairs – minimal - $10,000 for fire proofing
- Mechanical - $1.4 million – complete like-for-like replacement - end of life (not necessarily needed to be the same high level as a hospital, but this was "worst case scenario")
- Electrical – replacement of outdated - $50,000

The Board discussed next steps, as it was determined the building was structurally sound. Chairman Delvin recommended the Board move forward with hiring an architectural firm to re-design and/or retrofit the existing building to make it usable for the intended use. The Board agreed.

Other Business

Juvenile Healthcare Contract - Update

Darryl Banks said the Health District had been providing medical services for Juvenile Detention. However, they were informed their insurance company was no longer going to cover this service so they provided notice the service would terminate on August 31.

Alternatives were researched, and Ideal Options was able to provide the needed healthcare services. Mr. Banks said he was waiting for a final proposal, however, they were told it would be similar to what they were currently paying. Additionally, Ideal Options indicated they could start on September 1. Mr. Banks indicated that as soon as the proposal was received, he would get the contract reviewed and signed by the PA's office to present to both Benton and Franklin Counties.

Mr. MacPherson recommended the contract have two separate signature pages so Mr. Banks could get approval by both counties on the same date and that he would work with Keith Johnson at Franklin County to facilitate the process.

Scout Energy Project

Commissioner McKay said he had met with the Planning Department, Scout Energy, and Karl Dye at TRIDEC regarding this project and they had another meeting scheduled in September. He said that if EFSEC approved the project, they were trying to develop other ideas for the project that might be better for the community and he would update the Board as their discussions moved forward.

Ben-Franklin Transit

The Board discussed the last-minute decision by Ben-Franklin Transit to cancel fair transportation. Additionally, the Board discussed the .01 sales tax issue and questions and concerns about their budget, specifically the investment/capital fund, and CARES/ARPA funds.

Commissioner McKay expressed his desire to sit on that Board and Commissioner Small said he was willing to relinquish his appointment. The Board agreed to discuss that further at the next board meeting.

Tort Claim

CC 2021-25: Received from Carrie Runge on August 20, 2021

Payroll

Check Date: 08/16/2021

Payroll Draw Checks
Total all funds: $115,220.76
Warrant #: 243299
Direct Deposit #: 164616-164766

Payroll Draw Deductions/Transfers
Total all funds: $21,423.82
Taxes #: 101210812

Accounts Payable

Check Date: 08/20/2021

Warrants #: 220540-220677
Total all funds: $3,137,350.54

EFT's #: 1897-1900
Transfers #: 08202101-08202105
Total all funds: $450,310.66

Resolutions

2021-639: Line Item Transfer, Current Expense Fund 0000-101, Dept. 139
2021-640: Coding Correction – Capital Projects Fund 0305101 to Current Expense 0000-101, Dept. 139
2021-641: Line Item Transfer, Current Expense Fund 0000-101, Dept. 139 (Prior Period Adjustment)
2021-642: Purchase of Device Licensing from CompuNet, Inc. – New Admin Building
2021-643: Line Item Transfer, Public Safety Tax, 0148101, Dept. 121
2021-644: Line Item Transfer, Public Safety Tax, 0148101, Dept. 121
2021-645: Authorizing an Additional Payment to River City Environmental Inc. for Grease Trap Pumping and Cleaning Project
2021-646: Naming Private Road - Applicant Aaron and Leann Anderson, PR 2021-001 from 422 PR SE to Bastian PR SE

There being no further business before the Board, the meeting adjourned at approximately 10:16 a.m.

_____ _____

Clerk of the Board Chairman

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND 0305-101, DEPARTMENT NUMBER 000

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

Dated this ____ day of _____, 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

A Oropeza

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Capital Projects | Fund Nbr: 0305101

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	3,166,147	594.130	6201	Buildings	3,000,000
				594.130	6401	Capital Outlay	5,500
				594.130	6408	Computer Replacement	144,500
				594.180	6305	Other Improvements	16,147
TOTAL			$3,166,147	TOTAL			$3,166,147

Explanation:

2021-2022 Budget: Reallocation of funding to line items where funds are expected to be utilized.

Prepared by: Aimee Oropeza | Date: 17-Aug-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 CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Cindi Kane

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Corrections

Dept Nbr: 120

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
523.620	3201	Vehicle Fuel	$4,000	523.620	3508	Computer Replacement	$4,000
TOTAL			$4,000	TOTAL			$4,000

Explanation:

The Corrections Department will need to purchase 7 Topaz signature pads for use throughout the jail as part of the Tyler JMS upgrade. The signature pads were not included in the contract.

Prepared by: Cindi Kane

Date: 18-Aug-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 31, 2021
Subject:	Professional Services Contract between Benton County Department of Human Services and Lourdes Hospital LLC, DBA Lourdes Counseling Center
Presenter:	
Prepared By:	Kyle Sullivan
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Human Services would like to re-contract with Lourdes Counseling Center to provide Prosecutorial Diversion services to identify and divert individuals incarcerated when competency issues have been raised. Duties will include, but are not limited to oversight of the program, leading weekly team meetings, organizing and leading monthly community collaboration meetings, participation in quarterly calls with the State, monitoring budget and tracking metrics, coordination with prosecutors, defense and community partners.

Fiscal Impact

There is no impact to current expense. All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of $9,052.50

Recommendation

Sign the Professional Services Contract

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND LOURDES HOSPITAL LLC, DBA AS LOURDES COUNSELING CENTER.

WHEREAS, the Benton County Department of Human Services would like to re-contract with Lourdes Counseling Center to provide Prosecutorial Diversion services to identify and divert individuals incarcerated when competency issues have been raised; and

WHEREAS, duties will include, but are not limited to oversight of the program, leading weekly team meetings, organizing and leading monthly community collaboration meetings, participation in quarterly calls with the State, monitoring budget and tracking metrics, coordination with prosecutors, defense, and community partners; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Professional Services Contract; 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, a Professional Services Contract between Benton County Department of Human Services and Lourdes Counseling Center, to provide the Prosecutorial Diversion services, for a maximum consideration amount not to exceed $9,052.50.

BE IT FURTHER RESOLVED, the term of the agreement commences on March 1, 2021 and shall expire on December 31, 2021.

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

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners,

Benton County, Washington

Attest:

_____
Clerk of the Board

BENTON COUNTY
DEPARTMENT OF HUMAN SERVICES
PERSONAL SERVICES CONTRACT #PSC-2021-LOURDES-00

TERMS AND CONDITIONS

THIS PROFESSIONAL SERVICES CONTRACT #PSC-2021-LOURDES-00, TERMS AND CONDITIONS (hereinafter the "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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **LOURDES HOSPITAL, LLC**, a corporation organized under the laws of the state of Washington, doing business as Lourdes Counseling Center, with its principal offices at 520 North 4th Avenue, 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 the Terms and Conditions contained in this document.

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide Prosecutorial Diversion services to identify and divert individuals incarcerated when competency issues have been raised. The CONTRACTOR shall have a Prosecutorial Diversion Program Supervisor who will perform the following duties, but are not limited to:
    i. Overall day to day oversight of the program and employees.
    ii. Organizing and leading weekly team meetings with staff.

iii. Organizing and leading monthly community collaboration meetings.
iv. Participation in quarterly calls with the State.
v. Monitoring budget as it relates to Housing, Mileage, Overtime expenses.
vi. Maintaining and improving key community partnerships.
vii. Ongoing program analysis to determine improvement opportunities
viii. Coordination with prosecutors, defense and community partners.
ix. Tracking and reporting key metrics.
x. Supervision and training of new and existing staff.
xi. Annual staff evaluations

a. 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.

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

c. The CONTRACTOR shall complete its work in a timely manner by the end date of the agreement.

d. 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: Joan White-Wagoner, CEO
Lourdes Hospital, LLC
Address: 520 N. 4th Ave, Pasco, WA 99301
Phone: 509-547-7704

b. For COUNTY:

Name: Kyle Sullivan, Human Services Manager
Address: 7102 W. Okanogan Suite 201, Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-mail: Kyle.Sullivan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid a flat rate of Nine Hundred and five dollars and twenty-five cents. ($905.25) per month.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Nine Thousand Fifty-Two Dollars and Fifty Cents ($9,052.50).

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

d. The CONTRACTOR may, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

7. HOLD HARMLESS AND INDEMNIFICATION

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

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits

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

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

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

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

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

canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

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

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

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

$2,000,000 General Aggregate

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

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

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

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

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

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

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance

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

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

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

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

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

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

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

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

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

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

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

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

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract

Representative referenced in Section 4.

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

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

5. Any insurance required under this Section 8 may be secured through a self-insurance plan issued by a captive insurer that is wholly owned by an affiliate of CONTRACTOR.

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. 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.

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: 7/2/21

FOR: LOURDES HOSPITAL, LLC D/B/A LOURDES HEALTH

_____
Signature

Chief Executive Officer
Title

Joan White-Wagoner
Print Name

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 31, 2021
Subject:	Professional Services Contract between Benton County Department of Human Services and Lourdes Hospital LLC, DBA Lourdes Health
Presenter:	
Prepared By:	Kyle Sullivan
Reviewed By:	Kyle Sullivan

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

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

Summary / Background Information

Benton County Human Services would like to re-contract with Lourdes Health to provide the services of an ARNP (Advanced Registered Nurse Practitioner). Lourdes Health will provide twelve (12) hours of services per week in the Benton County Jail. Services include, but are not limited to, evaluation and medication management for inmates, multidisciplinary team meetings, consultations to jail mental health team and training to jail staff.

Fiscal Impact

There is no impact to current expense. All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of $68,640.00

Recommendation

Sign the Professional Services Contract

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING A PROFESSIONAL SERVICES CONTRACT BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND LOURDES HOSPITAL LLC, DBA AS LOURDES HEALTH.

WHEREAS, The Benton County Department of Human Services would like to re-contract with Lourdes Hospital to provide the services of an ARNP (Advanced Registered Nurse Practitioner); and

WHEREAS, the Contractor will provide twelve (12) hours of services per week. Services include, but are not limited to evaluation and medication management for inmates of the Benton County Jail, multidisciplinary team meetings, consultation to jail mental health team and training to jail staff; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Professional Services Contract; 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, a Professional Services Contract between Benton County Department of Human Services and Lourdes Hospital, to provide the services of an ARNP at the Benton County Jail, for a maximum consideration amount not to exceed $68,640.00.

BE IT FURTHER RESOLVED, the term of the agreement commences on July 1, 2021 and shall expire on June 30, 2022.

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

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners,

Benton County, Washington

Attest:

_____
Clerk of the Board

BENTON COUNTY
DEPARTMENT OF HUMAN SERVICES
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS PROFESSIONAL SERVICES CONTRACT, TERMS AND CONDITIONS (hereinafter the "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, by and for the **BENTON COUNTY DEPARTMENT OF HUMAN SERVICES**, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter "COUNTY"), and **LOURDES HOSPITAL LLC**, a corporation organized under the laws of the state of Washington, doing business as Lourdes Health, with its principal offices at 520 North 4th Avenue, 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 the Terms and Conditions contained in this document.

2. DURATION OF CONTRACT

The term of this Contract shall begin July 1, 2021 and shall expire on June 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. The CONTRACTOR shall provide the services of an Advanced Registered Nurse Practitioner (hereinafter "ARNP") to the COUNTY for twelve (12) hours each week during the term of this Contract. Direct services provided by the ARNP shall include but are not limited to: evaluation and medication management for inmates of the Benton County Jail, located at 7122 West Okanogan Place, Kennewick, Washington 99336; multidisciplinary team meetings; consultation to Benton County Jail mental health team; and training to Benton County Jail staff. Jail inmates shall be referred to the ARNP by a Mental Health Professional (hereinafter "MHP") designated by

the CONTRACTOR, only if the MHP determines that a referral for ARNP services is appropriate in accordance with Section 3.b. of this Contract.

b. Benton County Jail inmates must be assessed for medical necessity by an MHP designated by the CONTRACTOR prior to receiving services from the ARNP. "Medical necessity" means a requested service is reasonably calculated to prevent, diagnose, correct, cure, alleviate, or prevent the worsening of conditions in the recipient that endanger life, cause suffering or pain, result in illness or infirmity, threaten to cause or aggravate a handicap, or cause physical deformity or malfunction, and there is no other equally effective, more conservative or substantially less costly course of treatment available or suitable for the person requesting ARNP services.

Furthermore, prior to referring an inmate for ARNP services, the MHP must determine that the inmate has a mental illness covered by Washington State for public mental health services. To that effect, the individual's impairment(s) and corresponding need(s) must be the result of a mental illness and the intervention must be deemed reasonably necessary to improve, stabilize, or prevent deterioration of functioning resulting from the presence of a mental illness.

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

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

e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties. Final approval of the schedule shall be made by the jail administrative staff.

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

4. CONTRACT REPRESENTATIVES

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

a. For CONTRACTOR:

Name: Joanie White-Wagoner, CEO
Address: 520 N. 4th Ave, Pasco, WA 99301
Phone: 509-547-7704

b. For COUNTY:

Name: Kyle Sullivan, Human Services Manager
Address: 7102 W. Okanogan Suite 201, Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981
E-mail: Kyle.Sullivan@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

a. A rate of One Thousand Three Hundred and Twenty Dollars and Zero cents ($1,320.00) per twelve (12) hours of services delivered pursuant to this Contract within the Benton County Jail. This rate is in effect for any ARNP who provides services in accordance with Section 3 of this Contract.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Sixty-Eight Thousand Six Hundred and Forty Dollars and Zero Cents ($68,640.00)

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

d. The CONTRACTOR may submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been substantially performed in accordance with this Contract.

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

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

6. AMENDMENTS AND CHANGES IN WORK

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

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

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 (hereinafter "Damages"). PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to Damages caused by or arising out of the negligence of the COUNTY or its officers, officials, employees, or agents, and in such event, the CONTRACTOR's liability hereunder shall be only to the extent of the CONTRACTOR's negligence.

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

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 three million dollars ($3,000,000) 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. CONTRACTOR shall annually provide COUNTY with proof of all such insurance. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. CONTRACTOR shall annually provide 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 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes 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, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$1,000,000 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 will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's

Liability Insurance coverage with minimum limits as follows:

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

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Commercial Automobile Liability Insurance (CA0001), or equivalent coverage, 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. Commercial Auto Liability Insurance shall include coverage for any owned, non-owned, and hired autos. Covered auto shall be designated as "Symbol 1" any auto. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

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 and its elected and appointed officers, officials, employees, and agents.

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.

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

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 as an "Additional Insured" and shall not be reduced or canceled without thirty(30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

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

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

Representative referenced in Section 4.b.

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

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving sixty (60) 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 termination specified in the notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving sixty (60) days written notice by certified mail to the COUNTY. 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 termination specified in the notice. Payment shall be made in accordance with the Compensation Section of this Contract.

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

d. If either party breaches any of its obligations hereunder and fails to cure the breach within ten (10) days of written notice to do so by the other party, the non-breaching party may immediately terminate this

Contract by so notifying the breaching party, in which case payment shall be made for services performed in accordance with the 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. Notwithstanding the foregoing, CONTRACTOR may freely assign this Contract or delegate all or part of its obligations to any affiliate or successor in interest, without the consent of COUNTY. For the avoidance of doubt, COUNTY's consent is not required for an assignment of this Contract in connection with a sale or other disposition of substantially all of the assets of CONTRACTOR or subsequent sale by CONTRACTOR's successor in interest.

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

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an

agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

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

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

d. CONTRACTOR shall pay for taxes, fees, licenses, or payments required by federal, state, or local law which are now or may be enacted during the term of this Contract as they relate to the services performed pursuant to this Contract by its employees.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract if such employee or agent is disruptive to COUNTY's business, fails to provide services in accordance with standard industry practice, or is a threat to patient safety, upon receipt of a written request from COUNTY setting forth the details triggering such request from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The COUNTY AND 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 solely to the performance of

this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

15. NONDISCRIMINATION

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, 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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY 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.

19. CONFIDENTIALITY

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

20. CHOICE OF LAW, JURISDICTION AND VENUE

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

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

21. SUCCESSORS AND ASSIGNS

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

22. SEVERABILITY

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

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

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices 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 as set out above in Section 14.

27. PUBLIC RECORDS ACT

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

29. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that the operations of CONTRACTOR and its affiliates are in accordance with the Ethical and Religious Directives for Catholic Health Care Services, as promulgated by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church or its successor (hereinafter "Directives") and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to the CONTRACTOR and its affiliates. The Directives are located at http://www.usccb.org/issues-and-action/human-life-and-dignity/health-care/upload/Ethical-Religious-Directives-

Catholic-Health-Care-Services-fifth-edition-2009.pdf. It is the intent and agreement of the parties that this Contract shall not be construed to require CONTRACTOR or its affiliates to violate said Directives in their operation and all parts of this Contract must be interpreted in a manner that is consistent with said Directives.

30. CORPORATE COMPLIANCE

CONTRACTOR has in place a Corporate Responsibility Program (hereinafter the "Program") which has, as its goal, to ensure that CONTRACTOR complies with federal, state, and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. COUNTY acknowledges CONTRACTOR's commitment to Corporate Compliance and agrees to conduct all business transactions which occur pursuant to this Contract in accordance with the underlying philosophy of Corporate Compliance adopted by CONTRACTOR.

31. HIPAA COMPLIANCE

Each party agrees that it will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including, without limitation, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

32. EXCLUSION FROM STATE AND FEDERAL HEALTHCARE PROGRAMS.

COUNTY and CONTRACTOR each represents and warrants that neither it nor its personnel providing services under this Contract has been or is about to be excluded from participation in any Federal Healthcare Program (as defined below). COUNTY agrees to notify CONTRACTOR within one (1) business day of COUNTY's receipt of a notice of intent to exclude or actual notice of exclusion from any such Federal Healthcare Program of COUNTY. The listing of a party or any subsidiary owned by party on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website), or any other exclusion list maintained by Medicare and/or Medicaid for excluded individuals and entities shall constitute "exclusion" for purposes of this Section. In the event that COUNTY is excluded from any Federal Healthcare Program, this Contract shall immediately terminate. For the purposes of this Section 32, the term "Federal Healthcare Program" means the Medicare program, the

Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

- 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.

CONTRACTOR:
Lourdes Hospital, LLC, d/b/a Lourdes Counseling Center:

Joan White-Wagoner
Chief Executive Officer

8/10/21
Date

COUNTY:
Benton County:

Chairman

Date

Attest: Clerk of the Board

Approved as to Content:

Kyle Sullivan,
Manager
Department of Human Services

Approved as to Form:

Eric Andrews,
Benton County Deputy Prosecuting Attorney

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8-31-2021
Subject:	CHG-DVS-2021
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:	**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 an agreement with Domestic Violence Services of Benton and Franklin Counties (Grantee) for the purpose of Eligible Facility Support, Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant.

The Consolidated Homeless Grant (CHG) is designed to support an integrated system of housing assistance to prevent homelessness and secure permanent housing for households who are unsheltered or in temporary housing. The CHG funds a variety of activities, including operations of time-limited units, rental assistance, and data collection and reporting.

Award: $61,950.00

Period: July 1, 2021 through June 30, 2023

Fiscal Impact

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of $61,950.00.

Recommendation

Move to approve signing Agreement #CHG-DVS-2021 with Domestic Violence Services of Benton and Franklin Counties to authorize the Chair to sign on behalf of the Board.

Suggested Motion

Consent Agenda.

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING AGREEMENT #CHG-DVS-2021 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND DOMESTIC VIOLENCE SERVICES OF BENTON AND FRANKLIN COUNTIES

WHEREAS, the Benton County Department of Human Services would like to enter into an agreement with Domestic Violence Services of Benton and Franklin Counties (Grantee) for the purpose of Eligible Facility Support, Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant; and

WHEREAS, the Consolidated Homeless Grant is designed to support an integrated system of housing assistance to prevent homelessness and secure permanent housing for households who are unsheltered or in temporary housing; and

WHEREAS, Consolidated Homeless Grant funds support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting; and

WHEREAS, Grantee will provide 24-hour emergency shelter for homeless victims of domestic violence including female and male single adults and/or families with children, victims of domestic violence that have no alternative living situation or due to threat of harm, verbal/emotional/physical abuse of victim and/or children need safe, secure domicile in an undisclosed location. Participants cannot be impaired due to the influence of drugs or alcohol. In addition to shelter, Grantee will provide access to case management, systems advocacy, resources and referrals, increase client knowledge of community resources and safety planning options, and assist in reducing homelessness. The community of Benton and Franklin Counties will be served including the outlying rural areas of Connell, Basin City, Mesa, Finley, Benton City, Kahlotus, Prosser, and West Richland. The Spanish speaking population is served by employing four Spanish speaking advocates as well as other non-English speaking clients and the hearing impaired through use of Language Line interpretive services; and

WHEREAS, in accordance with RCW 43.185C.050 and as identified within the 5-Year Homeless Housing Plan for Benton and Franklin Counties, the Grantee shall directly provide a reasonable level of supportive services to the Counties eligible direct services recipients; and

WHEREAS, the Grantee will be allowed to bill for allowable administrative expenses that benefit the organization; and

WHEREAS, the delay in execution is a result of Department of Commerce assignment; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Agreement #CHG-DVS-2021 between Benton County Department of Human Services and Domestic Violence Services of Benton and Franklin Counties, for a consideration of $61,950.00; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 1, 2021 and shall expire on June 30, 2023.

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

_____
Chairman of Board

_____
Member

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

Attest: _____
Clerk of the Board

TMcKeirnan

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #CHG-DVS-2021

This Agreement (also hereinafter referred to herein as "Grant") is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, for the **Benton and Franklin Counties' Department of Human Services**, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES") and **Domestic Violence Services of Benton and Franklin Counties (DVSBF)**, a nonprofit social service organization, with its principal offices at 3311 W. Clearwater, Suite C-140, Kennewick, WA 99336 (hereinafter "Grantee").

Counties Contact Information:
Kyle Sullivan, Administrator
Department of Human Services

7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.Sullivan@co.benton.wa.us

Grantee Contact Information:
Angie Pacheco, Executive Director
Domestic Violence Services of Benton and Franklin Counties
3311 W. Clearwater, Ste. C-140
Kennewick, WA 99336
Phone: 509.735-1295
E-Mail: angie.p@dvsbf.org

Agreement Start Date..... July 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2023
The Grantee shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration.....$61,950.00

Attachments incorporated into this Agreement:
Attachment A-Budget
Attachment B-Department of Commerce Consolidated Homeless Grant Guidelines
Attachment C-Partner Participation Agreement
Attachment D-Housing Resource Center Guidelines

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

For the Grantee:

_____ Title: _____ Date_____

For Benton County:

_____ _____
Benton County Commissioners Date Attest: Clerk of the Board

Approved as to Content:
_____
Department of Human Services

Approved as to Form:
_____
Benton County Prosecutor's Office

TABLE OF CONTENTS

1. SPECIAL TERMS AND CONDITIONS

Grant Management 4
Compensation 4
Eligible Use of Funds 4
Prohibitions 4
Billing Procedures and Payment 4
Access to Children, Disabled Persons, and Vulnerable Adults 4
Relationship of Parties 5
HMIS 5
Insurance 5
Documents on File 6
Monthly Reporting 7
Performance Measures 7
Order of Precedence 7
Participation in the Coordinated Entry System 7

2. GENERAL TERMS AND CONDITIONS

Definitions 8
Advanced Payments Prohibited 8
All Writings Contained Herein 8
Amendments 8
Americans with Disabilities Act (ADA) 8
Approval 8
Assignment 8
Attorney's Fees 8
Audit 8
Confidentiality/Safeguarding of Information 9
Conformance 10
Copyright Provisions 10
Disputes 10
Duplicate Payment 11
Ethics/Conflicts of Interest 11
Governing Law and Venue 11
Indemnification 11
Independent Capacity of the Grantee 11
Industrial Insurance Coverage 11
Laws 11
Licensing, Accreditation and Registration 12
Limitation of Authority 12
Noncompliance With Nondiscrimination Laws 12
Political Activities 12
Prohibition Against Payment of Bonus or Commission 12
Publicity 12
Recapture 12
Records Maintenance 13
Registration With Department of Revenue 13
Right of Inspection 13
Savings 13
Severability 13
Survival 13
Taxes 13
Termination for Cause/Suspension 13
Termination for Convenience 14
Termination Procedures 14
Waiver 14

3. SCOPE OF WORK 14

1. SPECIAL TERMS AND CONDITIONS

1.1 **Grant Management:**

- The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.
- The Representative for the COUNTIES and their contact information are identified on the Face Sheet of this Grant.
- The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.
- The sub grantees are required to follow all applicable terms and condition of the State contract between commerce and the county.

1.2 **Compensation:** The COUNTIES shall pay an amount not to exceed the amount shown in the Budget (Attachment A) identified on the Grant face sheet for the performance of all things necessary for or incidental to the performance of the obligations of the Grant.

1.3 **Eligible Use of Funds:** Funding awarded under this Grant may only be used for eligible activities and expenses described in the scope of work in conjunction with CHG Program Guidelines. These guidelines are incorporated by reference.

1.4 **Prohibitions:** The Grantee or its Sub Grantees shall not require eligible clients to participate in a religious service as a condition of receiving program assistance.

1.5 **Billing Procedures and Payment:**

The Grantee shall submit written claims for payments earned on the appropriate forms provided by the COUNTIES accompanied with verifiable documentation by the 10th day of each month. The COUNTIES will pay the Grantee with COUNTIES warrants or request further verification documentation within thirty days following receipt of timely claims for payment. **The final billing for services against this Agreement shall occur no more than 10 days after the end date of this Agreement.**

COUNTIES may, at its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by the COUNTIES.

The Grantee shall not bill the COUNTIES for services performed under the Grant, and the COUNTIES shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

The Grantee is responsible for any audit exceptions or disallowable costs incurred by its own organization or that of its sub grantees.

1.6 **Access to Children, Disabled Persons, and Vulnerable Adults:** The Grantee shall prohibit staff or volunteers with a criminal conviction set forth in RCW 43.43.830 from having access to children, developmentally disabled persons, or vulnerable adults in the course of providing the services herein. The Grantee must conduct a background check for all applicants for staff or volunteer positions who have unsupervised access to children, developmentally disabled persons, or vulnerable adults. The Grantee shall immediately report to the COUNTIES any allegations/arrests identified in the background checks. If it becomes known to the Grantee, or the Grantee has reason to believe that an applicant has or may have a disqualifying conviction or finding as described in RCW 43.43.842, subsequent to the completion date of their most recent criminal background inquiry, they shall immediately report that finding to the COUNTIES and immediately remove and thereafter restrict the employee or volunteer from providing services to children, developmentally disabled persons, or vulnerable adults unless otherwise granted written permission by the COUNTIES' authorized representative(s).

1.6.1 **Relationship of Parties:** The Grantee agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the COUNTIES' contract representative or designee.

1.7 **HMIS System:** The Grantee shall provide client information on an ongoing basis and include a HMIS print out of clients served with each monthly bill before the 10th of each month. The Grantee will participate in the HMIS Collaborative, and the Data Sharing Agreement, and allow the COUNTIES access to client level data. The Grantee will enter all client information into the HMIS system on an ongoing basis. Client household data must be entered into the local HMIS within 14 calendar days following the date of enrollment.

1.8 **Insurance:**

- The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the COUNTIES, its agents, officers and employees should there be any claims, suits, actions, costs, damages, or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Sub grantee, or agents of either, while performing under the terms of this Agreement.

- The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington and the COUNTIES, its agents, officers, and employees as additional insured's under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give the COUNTIES thirty (30) calendar days advance notice of any insurance cancellation or modification.

- The Grantee shall submit to the COUNTIES a certificate(s) of insurance with endorsement(s) for additional insured as indicated above, which outlines the coverage and limits defined in this insurance section. The Grantee shall also submit certificates of renewal with endorsements.

- The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

1.8.1 **Commercial General Liability Insurance Policy:** Provide a Commercial General Liability Insurance Policy, including grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than $1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Sub grantees provide adequate insurance coverage for the activities arising out of sub grants.

1.8.2 **Automobile Liability:** In the event that performance pursuant to this Agreement involves the use of vehicles, owned or operated by the Grantee or its Sub grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

1.8.3 **Fidelity Insurance:** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- The amount of fidelity coverage secured pursuant to this Agreement shall be $100,000 or the highest of planned reimbursement for the Agreement period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name the COUNTIES as beneficiary.

- Sub grantees that receive $10,000 or more per year in funding through this Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by Sub grantees pursuant to this paragraph shall name the Grantee as beneficiary.

- The Grantee shall provide, at the COUNTIES request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period

of coverage, and that the COUNTIES will be provided thirty (30) days advance written notice of cancellation.

1.8.4 **Local Government Grantees that Participate in a Self-Insurance Program:**

- Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from the COUNTIES, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from the COUNTIES, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington and the COUNTIES, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to the COUNTIES a summary of coverage's and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

1.9 **Documents on File:** Documents consistent with federal and state regulations, as applicable, shall be kept on file in the office of the local agency and available for review.

All client files shall include:

- Client intake/evaluation, including the initial housing stability plan. The plan shall include goals and objectives as to how the goals will be met. All plans shall contain a time line in which the goals are expected to be met and if they have been achieved. Plans shall include, at a minimum, the signature of the client and agency staff which may also be submitted electronically;
- Progress notes written which describe services provided and the staff's involvement in assisting the client in meeting the goals of their plan. Notes shall be entered for each client and include the purpose of the service, dates, duration of service, time of day, and the staff's name. Notes shall be legible;
- Correspondence related to each client; and
- Verification and documentation of client's eligibility for residency, homelessness status, and income. Please see the CHG guidelines Appendix C Client File Documentation for all CHG required forms.

Client Rights: The Grantee shall inform clients of their rights, what services and benefits may be expected from the program, and the program's expectations of them. If necessary, the participant's family, legal representative or advocate is also informed.

Grievance Policy: The Grantee shall implement and follow a grievance policy for clients which:

a. is approved by the COUNTIES;
b. is explained to participants and, if necessary, to a family member, legal representative or advocate;
c. provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved; and
d. produces an outcome that shall be documented in the client file.

1.10 **Required Policies and Procedures:** the following are required for all CHG funded programs. See CHG guideline Appendix B.

- Habitability Complaint Procedure
- Grievance Procedure
- Termination or Denial of Service Policy
- Rent Limit Policy
- Determining Rent Subsidy Procedure

1.11 **Monthly Reporting:** The Grantee shall provide the following written report, in a format prescribed or approved by the COUNTIES, to the COUNTIES on or before the 10th of the month following each month of service delivery:

- **Supportive Service Report:**
    1. HMIS Households Served report.

1.12 **Performance Measures:** Program outcomes will be monitored and tracked against the HMIS database reports, and the Technical Submission within the Bi-County Homeless Housing and Assistance Funds Program Technical Submission and Performance Measures attached to this Agreement as (Attachment C).

1.13 **Order of Precedence:** In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal, state and local law, regulations, rules and ordinances;
2. This Agreement, including all documents attached to or incorporated by reference.

1.14 **Participation in the Coordination Entry System:** The Grantee agrees to participate with Benton and Franklin Counties Department of Human Services in the Housing Resource Center. Accordingly, Grantee agrees to enter into a Partner Participation Agreement with the Department of Human Services as set forth by the Partner Participation Agreement (Attachment D) and designate an individual within its organization to be part of the Benton and Franklin Counties Department of Human Services Partner Agency Committee (PAC). Grantee agrees to follow the Housing Resource Center guidelines set forth by (Attachment E).

(This section left blank intentionally)

2. GENERAL TERMS AND CONDITIONS

2.1 Definitions: As used throughout this Grant, the following terms shall have the meaning set forth below:

2.1.1 **"Authorized Representative"** shall mean the Director, Executive Director and/or the designee authorized in writing to act on the Director's behalf and/or Administrator of Department of Human Services.

2.1.2 **"COMMERCE"** shall mean the Department of Commerce.

2.1.3 **"COUNTIES"** shall mean Benton and Franklin County.

2.1.4 **"Grantee"** shall mean the entity identified on the face sheet performing service(s) under this Grant and shall include all employees and agents of the Grantee.

2.1.5 **"Personal Information"** shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

2.1.6 **"State"** shall mean the state of Washington.

2.1.7 **"Sub grantee"** shall mean not an employee of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "sub grantee" and "sub grantees" means sub grantee(s) in any tier.

2.2 **Advance Payments Prohibited:** No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COUNTIES.

2.3 **All Writings Contained Herein:** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2.4 **Amendments:** This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35**: The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 **Approval**: This Grant shall be subject to the written approval of the COUNTIES' Authorized Representative and shall not be binding until so approved. The Grant may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 **Assignment:** Neither this Grant, nor any claim arising under this Grant, shall be transferred, or assigned by the Grantee without prior written consent of the COUNTIES.

2.8 **Attorney Fees:** Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

2.9 **Audit:**

2.9.1 **General Requirements:** Grantees are to procure audit services based on the following guidelines:

- The Grantee shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Sub grantees also maintain auditable records.

- The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Sub grantees.

- The COUNTIES reserve the right to recover from the Grantee all disallowed costs resulting from the audit.

- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to the COUNTIES' requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.
- An audit may be triggered but not limited to when the sub grantee does not expend $750,000.00 of awarded federal funds or if $100,000.00 of awarded state funds are not expended.
- Audits/Monitoring performed by the county will be conducted at the minimum annually.

State Funds Requirements:

In the event an audit is required, if the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any sub grants.

In any case, the Grantee's financial records must be available for review by the COUNTIES.

2.9.2 **Documentation Requirements:** The Grantee must send a copy of the audit report described above no later than nine (9) months after the end of the Grantee's fiscal year(s) to:

Benton and Franklin Counties Department of Human Services
7102 W. Okanogan Place, Ste. 201
Kennewick, WA 99336

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTIES.
- Copy of the Management Letter.

If the Grantee is required to obtain a Single Audit because of Circular A-133 requirements, no other report is required.

2.10 **Confidentiality/Safeguard of Information:** "Confidential Information" as used in this section includes:

2.10.1 All material provided to the Grantee by the COUNTIES that is designated as "confidential" by the COUNTIES;

2.10.2 All material produced by the Grantee that is designated as "confidential" by the COUNTIES and

2.10.3 All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2.10.4 The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any

Confidential Information to any third party except with the prior written consent of the COUNTIES or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide the COUNTIES with its policies and procedures on confidentiality. The COUNTIES may require changes to such policies and procedures as they apply to this Grant whenever the Grantor reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by the COUNTIES. Upon request, the Grantee shall immediately return to the COUNTIES any Confidential Information that the COUNTIES reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

2.10.5 Unauthorized Use or Disclosure. The Grantee shall notify the COUNTIES within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 **Conformance:** If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 **Copyright Provisions:** Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Grantor. The COUNTIES shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the COUNTIES effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to the COUNTIES a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the COUNTIES.

The Grantee shall exert all reasonable effort to advise the COUNTIES, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide the COUNTIES with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. The COUNTIES shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

2.13 **Disputes:** Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the COUNTIES' Administrator, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Administrator or the Administrator's designee and the requestor within five (5) working days.

The Administrator or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Administrator or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.14 **Duplicate Payment:** The Grantee certifies that work to be performed under this Grant does not duplicate any work to be charged against any other Grant, sub grant, or other source.

2.15 **Ethics/Conflicts of Interest:** In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.16 **Governing Law and Venue:** This Grant 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 Superior Court for Benton County.

2.17 **Indemnification:** To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, the COUNTIES, all other agencies of the state and all officers, agents and employees of the state and the COUNTIES, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Grantee's performance or failure to perform the Grant. The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by the Grantee's agents, employees, representatives, or any Sub grantee or its agents, employees, or representatives.

The Grantee's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or COUNTIES or its agents, agencies, employees and officers.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the state or COUNTIES and its agencies, officers, agents or employees.

Commerce is not liable for the action of the sub grantees.

2.18 **Independent Capacity of the Grantee:** The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or the COUNTIES. The Grantee will not hold itself out as or claim to be an officer or employee of the COUNTIES or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

2.19 **Industrial Insurance Coverage:** The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the COUNTIES may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. The COUNTIES may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by the COUNTIES under this Grant and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

2.20 **Laws:** The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- Affirmative action, RCW 41.06.020 (1).
- Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- Discrimination-human rights commission, Chapter 49.60 RCW.
- Ethics in public service, Chapter 42.52 RCW.
- Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- Open public meetings act, Chapter 42.30 RCW.
- Public records act, Chapter 42.56 RCW.
- State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

2.21 **Licensing, Accreditation and Registration:** The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

2.23 **Limitation of Authority:** Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant.

2.24 **Noncompliance with Nondiscrimination Laws:** During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with the state. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.25 **Political Activities:** Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used under this Grant for working for or against ballot measures or for or against the candidacy of any person for public office.

2.26 **Prohibition Against Payment of Bonus or Commission:** The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.27 **Publicity:** The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or the COUNTIES name is mentioned, or language used from which the connection with the state of Washington's or the COUNTIES name may reasonably be inferred or implied, without the prior written consent of the COUNTIES.

2.28 **Recapture:** In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, the COUNTIES reserves the right to recapture

funds in an amount to compensate the COUNTIES for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by the COUNTIES. In the alternative, the COUNTIES may recapture such funds from payments due under this Grant.

2.29 **Records Maintenance:** The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services 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 Grant. Grantee shall retain such records for a period of six (6) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.30 **Registration with Department of Revenue:** If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

2.31 **Right of Inspection:** At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to unannounced site inspections by the COUNTIES, the Office of the State Auditor, COMMERCE, and federal and state officials so authorized by law as necessary to review, monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

2.32 **Savings:** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, the COUNTIES may terminate the Grant under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

2.33 **Severability:** If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

2.34 **Survival:** The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

2.35 **Taxes:** All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance, or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

2.36 **Termination for Cause/Suspension:** In event COUNTIES determines that the Grantee failed to comply with any term or condition of this Grant, the COUNTIES may terminate the Grant in whole or in part upon written notice to the Grantee. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, upon written notice the COUNTIES may allow the Grantee a specific period of time in which to correct the non-compliance. During the corrective-action time period, the COUNTIES may suspend further payment to the Grantee in whole or in part or may restrict the Grantee's right to perform duties under this Grant. Failure by the Grantee to take timely corrective action shall allow the COUNTIES to terminate the Grant upon written notice to the Grantee.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the COUNTIES determine that the Grantee did not fail to comply with the terms of the Grant or when the COUNTIES determine the failure was not caused by the Grantee's actions or negligence.

If the Grant is terminated for cause, the Grantee shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Grant and the replacement Grant, as well as all costs associated with entering into the replacement Grant (i.e., competitive bidding, mailing, advertising, and staff time).

2.37 **Termination for Convenience:** Except as otherwise provided in this Grant the COUNTIES may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, the COUNTIES shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

2.38 **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the COUNTIES, the Grantee shall:

- Stop work under the Grant on the date, and to the extent specified, in the notice;
- Place no further orders or sub grants for materials, services, or facilities related to the Grant;
- Assign to all of the rights, title, and interest of the Grantee under the orders and sub grants so terminated, in which case the COUNTIES have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub grants. Any attempt by the Grantee to settle such claims must have the prior written approval of the COUNTIES; and
- Preserve and transfer any materials, Grant deliverables, and/or the COUNTIES' property in the Grantee's possession as directed by the COUNTIES.

Upon termination of the Grant, the COUNTIES shall pay the Grantee for any service provided by the Grantee under the Grant prior to the date of termination. The COUNTIES may withhold any amount due as COUNTIES reasonably determines is necessary to protect the COUNTIES against potential loss or liability resulting from the termination. The COUNTIES shall pay any withheld amount to the Grantee if the COUNTIES later determine that loss or liability will not occur.

The rights and remedies of the COUNTIES under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law.

2.39 **Waiver:** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of the COUNTIES.

3. SCOPE OF WORK

The Grantee will use the funds awarded under this contract for administering grant activities per the Department of Commerce Consolidated Homeless Grant (CHG) Program Guidelines (Attachment B) per the Budget as outlined in (Attachment A).

In accordance with RCW 43.185C.050 and as identified within the 5-Year Homeless Housing Plan for Benton and Franklin Counties, the Grantee shall provide housing assistance that will assist households in the prevention of homelessness for those at-risk of becoming homeless and those households who are literally homeless in working toward meeting the goals of the 5-Year Homeless Housing Plan of Benton and Franklin Counties.

Program Summary:

CHG Funds will provide services to those households who are literally homeless, at-imminent risk of homelessness and fleeing violence, who are residents of either Benton or Franklin Counties and meet the eligibility criteria per the Department of Commerce CHG Program Guidelines (Attachment B).

Eligible Administrative Expenses:
Administrative costs may include, but are not limited to, the following:

- Executive director salary and benefits
- General organization insurance
- Organization wide audits
- General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance

Washington State Department of Commerce

Guidelines

FOR THE

Consolidated Homeless Grant

December 2020

Version 2

Contents

1 Grant Basics 6
1.1 Overview 6
1.2 Purpose Statement 6
1.3 Authorizing Statute and Fund Sources 7
2 Administrative Requirements of Lead Grantees 8
2.1 Homeless System Responsibilities 8
2.1.1 Prioritization Requirements 8
2.1.2 System Wide Performance Requirements 8
2.1.3 Low Barrier Housing Project 8
2.1.4 Coordinated Entry System 9
2.1.5 Reporting Requirements 9
2.1.6 Training 9
2.1.7 Benefit Verification System Requirements 10
2.2 Grant Management 10
2.2.1 Changes to Guidelines 10
2.2.2 Commerce Monitoring 10
2.2.3 Subgrantee Requirements 11
2.3 Fiscal Administration 11
2.3.1 Budget Caps 11
2.3.2 Budget Categories 12
2.3.3 Reimbursements 12
2.3.4 Budget Revisions 13
3 Allowable Interventions 14
3.1 Temporary Housing Interventions 14
3.1.1 Emergency Shelter 14
3.1.2 Transitional Housing 14
3.2 Permanent Housing Interventions 14
3.2.1 Targeted Prevention 14
3.2.2 Rapid Re-Housing 14
3.2.3 Permanent Supportive Housing 15
3.3 Services Only Interventions 15
3.3.1 Outreach 15

4 Household Eligibility 16
4.1 CHG Standard and HEN 16
4.2 PSH CHF 16
4.3 Housing Status Eligibility 17
4.3.1 Homeless 17
4.3.2 Chronically Homeless 17
4.3.3 At Imminent Risk of Homelessness 17
4.4 Documentation of Housing Status 18
4.5 Income Eligibility 18
4.5.1 Income Eligibility Exemptions 18
4.6 Documentation of Income Eligibility 19
4.6.1 Annualizing Wages and Periodic Payments 19
4.6.2 Documentation of HEN Referral 19
4.7 Eligibility Recertification 19
4.8 Income Ineligible at Recertification 20
4.9 Additional Eligibility Requirements for Permanent Supportive Housing 20
4.9.1 Documentation of a Disability 20
4.9.2 Maintaining Homeless Status for Permanent Housing 20
5 Allowable Expenses 21
5.1 Rent 21
5.1.1 Rent Payments 21
5.1.2 Other Housing Costs 21
5.1.3 Special Circumstances 21
5.1.4 Ineligible Expenses 22
5.2 Facility Support 22
5.2.1 Lease Payments 22
5.2.2 Other Facility Costs 22
5.2.3 Special Circumstances 22
5.2.4 Ineligible Expenses 23
5.2.5 HEN Facility Support 23
5.2.6 Maintenance Activities vs. Building Rehabilitation 23
5.3 Operations 23
5.3.1 Homeless Crisis Response System Expenses 24
5.3.2 Program Expenses 24
5.3.3 Flexible Funding 24
5.4 Administration 25

6 Requirements of all Lead Grantees and Subgrantees Providing Direct Service 26
6.1 Service Delivery 26
6.1.1 Access to Homeless Housing Assistance 26
6.1.2 Voluntary Services 26
6.1.3 Progressive Engagement 26
6.1.4 Assessment and Housing Stability Planning 27
6.2 HMIS 27
6.2.1 Data Quality 27
6.2.2 Consent for Entry of Personally Identifying Information 29
6.3 Habitability 30
6.3.1 For Rent Assistance 30
6.3.2 For Facilities 30
6.4 Lead Based Paint Assessment 31
6.4.1 For Rent Assistance 31
6.4.2 For Facilities 31
6.4.3 Exceptions to the Lead-Based Paint Visual Assessment Requirement 31
6.5 Additional Requirements 31
6.5.1 Ineligible Use of Funds 31
6.5.2 Personal Identifying Information 31
6.5.3 Grievance Procedure 31
6.5.4 Termination and Denial of Service Policy 32
6.5.5 Records Maintenance and Destruction 32
6.5.6 Client File Check List 32
6.5.7 Consent to Review Information in the Benefits Verification System 32
6.5.8 Prohibitions 32
6.5.9 Nondiscrimination 32
7 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance 34
7.1 Washington Residential Landlord-Tenant Act 34
7.2 Rental Agreements 34
7.2.1 Intent to Rent 34
7.2.2 Lease 34
7.2.3 Certification of Payment Obligation 34
7.3 Targeted Prevention 35
7.4 Payment Standards to Determine Rent Limit 35
7.4.1 Payment Standards Options 35
7.4.2 Rent Limit Exceptions 36

7.5 Determining Rent Subsidy 36
8 Washington State's Landlord Mitigation Law 37
9 Appendices 38
9.1 Appendix A: Required and Recommended Forms 38
9.2 Appendix B: Required Policies and Procedures 39
9.3 Appendix C: Client File Documentation 40
9.4 Appendix D: Performance Requirements 41
9.4.1 Overview 41
9.4.2 Prioritization Requirements 41
9.4.3 Housing Outcome Performance Measures 43
Table 1: Required Housing Outcome Performance Measures 45
9.5 Appendix E: Household Eligibility Requirements 46
9.6 Appendix F: Documentation of Housing Status 47
9.7 Appendix G: Examples of Maintenance Activities 49
9.8 Appendix H: Agency Partner HMIS Agreement 50
9.9 Appendix I: Lead-Based Paint Visual Assessment Requirements 56
9.10 Appendix J: Access to the DSHS Benefits Verification System Data Security Requirements 58
9.11 Appendix K: Access to the DSHS HEN Referral List Data Security Requirements 62

1 Grant Basics

1.1 Overview

The Consolidated Homeless Grant (CHG) has several fund sources, including state general fund and document recording fees. Throughout the Guidelines the funding sources are referred to as CHG Standard, Housing and Essential Needs (HEN), and Permanent Supportive Housing for Chronically Homeless Families (PSH CHF). Each of the funds has different income and eligibility requirements. These Guidelines provide information on how to comply with requirements and Commerce invites grantees to reach out for clarification, as needed.

The State Homeless Housing Strategic Plan and Annual Report of the Homeless Grant Programs are located on the Department of Commerce website.

1.2 Purpose Statement

The Office of Family and Adult Homelessness in the Housing Assistance Unit at the Department of Commerce administers state and federal funds to support homeless crisis response systems in WA State.

The Consolidated Homeless Grant is a critical resource in the crisis response system.

People living unhoused become stably housed when the system is low barrier, trauma informed, culturally responsive and Housing First oriented. People living unstably housed become stably housed when the system is oriented toward problem solving conversations and personal advocacy to help people identify practical solutions based on their own available resources.

We expect Commerce grantees, including county governments and nonprofits, to be leaders in their crisis response systems, facilitating partnership among service organizations and promoting evidence-based, anti-racist practices.

Grantees must respond to the disproportionality in access to services, service provision and outcomes and cannot simply rely on standard business practices to address inequity. Grantees have the responsibility to ensure all people eligible for services receive support and are served with dignity, respect and compassion regardless of circumstance, ability or identity.

This includes marginalized populations, Black, Native and Indigenous, People of Color, immigrants, people with criminal records, people with disabilities, people with mental health and substance use vulnerabilities, people with limited English proficiency, people who identify as transgender, people who identify as LGBTQ+, and other individuals that may not access mainstream support.

We are here to support your efforts. The Housing Assistance Unit provides access to continuous learning on trauma informed services, racial equity, LGBTQ+ competency and more. We can help you strategize outreach, coordinated entry and help you understand your data so we can meet Washington's vision that no person is left living outside.

1.3 Authorizing Statute and Fund Sources

Chapter RCW 43.185c Homeless Housing and Assistance authorizes these funds.

2 Administrative Requirements of Lead Grantees

2.1 Homeless System Responsibilities

2.1.1 Prioritization Requirements

Homeless crisis response systems must prioritize unsheltered homeless households and households fleeing violence for services and programs. For more details, see Appendix D: Performance Requirements.

2.1.2 System Wide Performance Requirements

System wide performance measures and targets specific to intervention type (HMIS project type) are outlined in Appendix D: Performance . Homeless crisis response systems must meet or demonstrate progress towards the targets of locally identified performance measures. For more details, see Appendix D: Performance and the lead grantee contracted Scope of Work.

2.1.3 Low Barrier Housing Project

Each county must have at least one low barrier project[1] serving homeless adults and at least one low barrier project serving homeless households with children.

All homeless housing projects adhere to state and federal anti-discrimination laws:

- ✓ All projects ensure equal access for people experiencing homelessness regardless of race, national origin, gender identity, sexual orientation, marital status, age, veteran or military status, disability, or the use of an assistance animal.
- ✓ Projects designed to serve families with children experiencing homelessness ensure equal access regardless of family composition and regardless of the age of a minor child.
- ✓ Projects that operate gender segregated facilities allow the use of facilities consistent with the person's gender expression or identity.

2.1.3.1 Intake & Project Eligibility

Low barrier projects have flexible intake schedules and require minimal documentation. At the minimum, homeless households are not screened out based on the following criteria:

- ✓ Having too little or no income
- ✓ Having poor credit or financial history
- ✓ Having poor or lack of rental history
- ✓ Having involvement with the criminal justice system
- ✓ Having active or a history of alcohol and/or substance use
- ✓ Having a history of victimization
- ✓ The type or extent of disability-related services or supports that are needed
- ✓ Lacking ID or proof of U.S. Residency Status
- ✓ Other behaviors that are perceived as indicating a lack of "housing readiness," including resistance to receiving services

[1] Project types that can meet this requirement: Emergency Shelter, Transitional Housing, PH: Rapid Re-Housing, PH: Housing with Services (no disability requirement), and PH: Housing Only. Projects must operate year round and serve all homeless single adults or households with children (projects cannot be subpopulation specific, e.g. DV, HEN, youth, etc.).

2.1.3.2 Project Participation

Low barrier projects have realistic and clear expectations. Rules and policies are narrowly focused on maintaining a safe environment and avoiding exits to homelessness. Low barrier projects do not have work or volunteer requirements. Projects that require households to pay a share of rent allow reasonable flexibility in payment.

Households are not terminated from the project for the following reasons:

- ✓ Failure to participate in supportive services or treatment programs
- ✓ Failure to make progress on a housing stability plan
- ✓ Alcohol and/or substance use in and of itself is not considered a reason for termination

2.1.4 Coordinated Entry System

Each county must maintain a coordinated entry system (CES). Refer to the Washington State Coordinated Entry Guidelines for requirements.

2.1.5 Reporting Requirements

Lead grantees are responsible for submitting the following:

2.1.5.1 Local Homeless Housing Plan

Lead grantees must submit an updated county Local Homeless Housing Plan to Commerce at least every five years. Local Plan Guidance is located on the Commerce State Strategic Plan, Annual Report and Audits website.

2.1.5.2 Annual County Expenditure Report

Lead grantees must submit a complete and accurate Annual County Expenditure Report to Commerce.

2.1.5.3 Commerce will annually score Annual County Expenditure Report data quality. Point-in-Time Count

Lead grantees must ensure the collection and reporting of the annual Point-in-Time Count of sheltered and unsheltered homeless persons for their county is in accordance with the Commerce Count Guidelines, located on the Commerce Annual Point in Time Count website.

2.1.5.4 Essential Needs Report

Lead grantees must submit an HEN Essential Needs Report at the end of each state fiscal year, which is a count of the total instances of Essential Needs services.

2.1.6 Training

Beginning July 2019, lead/subgrantees must identify staff to attend and complete trainings. These staff should include staff that provide direct services, supervisors of direct service staff, and staff that manage homeless grants.

The following trainings are required at least every three years and attendance must be documented:

- ✓ Trauma Informed Services
- ✓ Mental health
- ✓ Supporting survivors of domestic violence
- ✓ Local coordinated entry policies and procedures as required by lead CE entity
- ✓ Fair Housing
- ✓ Housing First
- ✓ Racial Equity

- ✓ LGBTQ+ competency
- ✓ Rapid Re-Housing
- ✓ Progressive Engagement and Problem-Solving (Diversion)

Other recommended trainings include crisis intervention, professional boundaries, and case management,.

In addition, lead/subgrantee staff are highly encouraged to attend the annual Washington State Conference on Ending Homelessness.

Costs to attend trainings are an eligible program expense (see Section 5.3 Operations).

Visit the Commerce Homeless Services Grantee Trainings website for available online trainings.

2.1.7 Benefit Verification System Requirements

Commerce maintains a data share agreement with the Department of Social and Health Services (DSHS) so homeless housing grantees can access the Benefits Verification System (BVS) to confirm HEN program eligibility. The BVS can also be used to confirm benefits and financial eligibility for homeless housing programs.

Lead grantees manage BVS User access for their staff and subgrantees. Upon approval by Commerce, lead grantees may also appoint another agency as the BVS lead for their county.

BVS leads are responsible for the following:

- ✓ Review User requests to confirm requesting agency is a subgrantee and staff have a business need to access the BVS system.
- ✓ Confirm that each User request includes a signed DSHS Non-Disclosure form.
- ✓ Retain all signed DSHS Non-Disclosure forms.
- ✓ Maintain an Excel spreadsheet identifying current and past BVS Users. Spreadsheet must be in format designated by Commerce.
- ✓ Report to Commerce within one business day when User no longer require access to BVS.
- ✓ Provide access to DSHS Non-Disclosure forms and User spreadsheet for inspection within one business day of request by Commerce or DSHS.

BVS leads are also responsible for the following, annually:

- ✓ Require Users to re-sign DSHS Non-Disclosure form.
- ✓ Review BVS User spreadsheet for accuracy and notify Commerce of any changes.
- ✓ Notify Commerce via email upon completion of annual requirements.

2.2 Grant Management

2.2.1 Changes to Guidelines

Commerce may revise the guidelines at any time. All lead grantees will be sent revised copies. Lead grantees are responsible for sending revisions to subgrantees in a timely manner.

2.2.2 Commerce Monitoring

Commerce will monitor lead grantees' grant activities, including coordinated entry. Lead grantees will be given a minimum of 30 days' notice unless there are special circumstances that require immediate attention. The notice will specify the monitoring components.

2.2.3 Subgrantee Requirements

The Grant General Terms & Conditions Section 32 identifies subgrantee requirements. In addition, all subgrantee agreements must be time-limited and have defined roles and responsibilities for each party, detailed budgets and performance terms. Commerce reserves the right to directly contact subgrantees at any time for data quality, monitoring, fiscal and other issues.

Lead grantees may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who operate programs to end homelessness within a defined service area.

Lead grantees must provide Commerce with copies of subgrant agreements (upon request) and notify Commerce if subgrants are terminated during the grant period.

Lead grantees must notify Commerce of any changes in selection of subgrantees funded with CHG, or changes in the interventions of those subgrantees.

2.2.3.1 Subgrantee Risk Assessment and Monitoring

Lead grantees are responsible for ensuring subgrantee compliance with all requirements identified in the CHG guidelines. The lead grantee must conduct a risk assessment and develop a monitoring plan for each subgrantee within six months of contracting CHG to the subgrantee. The risk assessment must inform the monitoring plan for each subgrantee. Monitoring plans must include monitoring dates, the type of monitoring (remote, on-site), and the program requirements being reviewed.

The lead grantee must maintain policies and procedures that guide the risk assessment, monitoring activities, and monitoring frequency.

Commerce reserves the right to require lead grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

2.2.3.2 Subgrantee Performance Requirements

Locally developed performance measures and benchmarks specific to intervention type (HMIS project type), as outlined in the lead grantee contracted Scope of Work, must be included in subgrantee agreements. However, benchmarks may be customized for each subgrantee or funded project, based on facility type, past performance or other variables. Subgrantee agreements should include how frequently progress will be measured and the consequences for not meeting performance benchmarks.

2.3 Fiscal Administration

2.3.1 Budget Caps

- ✓ Private Landlord Set Aside - At least 36 percent of the CHG Standard and PSH CHF funds must be budgeted and spent on rent/lease payments to private landlords, which includes for-profit and non-profit entities, and housing authorities. Private landlord rent/lease payments must be billed to Rent/Fac Support Lease or PSH CHF Rent/Fac Support Lease. Government and tribal government rent/lease payments must be budgeted and billed to Other Rent/Fac Support Lease and Housing Costs or PSH CHF Other Rent/Fac Support Lease and Housing Costs.
- ✓ CHG Administration - up to 15 percent of the CHG Standard and PSH CHF contracted budget

may be allocated to administration.

- ✓ HEN Administration - up to 7 percent of the HEN contracted budget may be allocated to HEN administration.
- ✓ The budget total for CHG Standard, PSH CHF, and HEN must always equal the contracted amount. Budget category moves between these three fund sources are not allowable.

2.3.2 Budget Categories

The following table maps the budget categories to the allowable expenses.

Fund Source	Budget Categories	Allowable Expenses (linked to relevant sections of the Guidelines)
CHG Standard	Admin	Administration
	Rent/Fac Support Lease	Rent Payments and Lease Payments to private landlords
	Other Rent/Fac Support Lease and Housing Costs	Rent Payments and Lease Payments to government and tribal government, Other Housing Costs, and Other Facility Costs
	Operations	Operations, including Flexible Funding
PSH CHF	PSH CHF Rent/Fac Support Lease	Rent Payments and Lease Payments to private landlords
	PSH CHF Other Rent/Fac Support Lease and Housing Costs	Rent Payments and Lease Payments to government and tribal government, Other Housing Costs, and Other Facility Costs
	PSH CHF Operations	Operations, including Flexible Funding
HEN	HEN Admin	Administration
	HEN Rent/Fac Support Lease and Other Housing Costs	Rent and Facility Support
	HEN Operations	Operations, including Flexible Funding

2.3.3 Reimbursements

Lead grantees must bill Commerce monthly for reimbursement of allowable costs. Invoices are due on the 20th of the month following the provision of services. Final invoices for a biennium may be due sooner than the 20th. If the lead grantee fails to submit an invoice within a three-month period, without a reasonable explanation, Commerce may take corrective action as outlined in the lead grantee contracted Scope of Work. Exceptions to billing procedures can be negotiated with Commerce on a case-by-case basis.

Invoices must be submitted online using the Commerce Contract Management System (CMS) through Secure Access Washington (SAW).

2.3.3.1 Back-up Documentation

All invoices must include the Voucher Detail Worksheet (if grantee has subgrantees) and the required HMIS reports. Invoices may not be paid until the report(s) are received and verified. Commerce may require a lead grantee to submit additional documentation. Lead grantees must retain original invoices

submitted by their subgrantees.

2.3.4 Budget Revisions

Revisions must be submitted using the Budget Revision Tool and approved by Commerce. Budget Caps must be maintained with each revision.

A contract amendment is required when revisions (in one or cumulative transfers) reach more than 10 percent of the grant total.

3 Allowable Interventions

3.1 Temporary Housing Interventions

Temporary housing interventions are those in which the household must leave the shelter or unit at the end of their program participation. Households are considered homeless while enrolled in temporary housing interventions.

3.1.1 Emergency Shelter

Emergency shelter provides short-term[2] temporary shelter (lodging) for those experiencing homelessness. Emergency Shelters can be facility-based, or hotel/motel voucher.

3.1.1.1 Drop-in Shelter

Drop-in Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis.

3.1.1.2 Continuous-stay Shelter

Continuous-stay Shelters offer living arrangements where households have a room or bed assigned to them throughout the duration of their stay.

3.1.2 Transitional Housing

Transitional housing is subsidized, facility-based housing that is designed to provide long-term[3] temporary housing and to move households experiencing homelessness into permanent housing. Lease or rental agreements are required between the transitional housing project and the household.

3.2 Permanent Housing Interventions

Permanent housing is housing in which the household may stay as long as they meet the basic obligations of tenancy.

3.2.1 Targeted Prevention

Targeted Prevention resolves imminent homelessness with housing-focused case management and temporary rent subsidies.

3.2.2 Rapid Re-Housing

Rapid Re-Housing (RRH) quickly moves households from homelessness into permanent housing by providing:

- ✓ Housing Identification Services: Recruit landlords to provide housing for RRH participants and assist households with securing housing.
- ✓ Financial Assistance: Provide assistance to cover move-in costs and deposits as well as ongoing rent and/or utility payments.
- ✓ Case Management and Services: Provide services and connections to community resources that help households maintain housing stability.

[2] Emergency Shelter programs are typically designed and intended to provide temporary shelter for short- term stays: up to three months. Clients are not required to exit after 90 days.

[3] Transitional Housing programs are typically designed and intended to provide temporary housing for long-term stays: up to two years.

3.2.3 Permanent Supportive Housing

Permanent Supportive Housing (PSH) is subsidized, non-time-limited housing with support services for homeless households that include a household member with a permanent disability. Support services must be made available but participation is voluntary (see section 6.1.2). PSH may be provided as a rent assistance (scattered site) or facility-based model. For facility-based models, a lease or rental agreement is required between the PSH project and the household. The services and the housing are available permanently.

For PSH CHF, households must be chronically homeless.

3.3 Services Only Interventions

3.3.1 Outreach

Street outreach is a strategy for engaging people experiencing homelessness who are otherwise not accessing services for the purpose of connecting them with emergency shelter, housing, or other critical services.

4 Household Eligibility

A household is one or more individuals seeking to obtain or maintain housing together. The entire household must be considered for eligibility determination and services. A household does not include friends or family that are providing temporary housing. Refer to Appendix E: Household Eligibility Requirements.

A household's primary nighttime residence, where they sleep the majority of the time, is used for determining eligibility.

A household's current nighttime residence, where they slept last night, is used for determining HMIS project entry.

4.1 CHG Standard and HEN

Eligible households for CHG Standard and HEN must meet both housing status and income requirements as detailed in the following sections.

Housing Status		Income
Homeless OR At imminent risk of Homelessness	AND	At or below 30% area median income OR HEN Referral[4]

4.2 PSH CHF

Eligibility for PSH CHF:

- ✓ Head of household (HOH) must meet housing status detailed below and have a disability as defined in section 4.9, and
- ✓ Household must meet income status and have dependents. Dependent is defined as any household member who is not the head, co-head, or spouse, but is: under the age of 18 years; disabled (of any age); or a full-time student (of any age).

Housing Status		Income
HOH Chronically Homeless	AND	At or below 50% area median income

[4] HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS).

4.3 Housing Status Eligibility

4.3.1 Homeless

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

4.3.1.1 Unsheltered Homeless:

- ✓ Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.
- ✓ Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

4.3.1.2 Sheltered Homeless:

- ✓ Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.
- ✓ Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.
- ✓ Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

4.3.2 Chronically Homeless[5]

1. A homeless individual with a disability[6] who:
   - ✓ Lives in a place not meant for human habitation or in an emergency shelter; and
   - ✓ Has been homeless (as described above) continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months.
     - Occasions separated by a break of at least seven nights.
     - Stays in institution of fewer than 90 days do not constitute a break.
2. An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.

4.3.3 At Imminent Risk of Homelessness

- ✓ Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

---

[5] Section 4.3.2 summarizes HUD's definition of chronically homeless. Refer to 24 CFR part 578 for the full definition.

[6] Refer to Section 4.9 of the guidelines to read more on disability.

4.4 Documentation of Housing Status

Lead/subgrantees must verify, describe and document eligible housing status prior to program entry. Refer to Appendix F: Documentation of Housing Status for allowable documentation.

Households entering emergency shelter are exempt from housing status requirements.

The *CHG Verification of Household Eligibility and Income Recertification Form* and housing status documentation must be kept in the client file. Documentation must be dated within 30 days of program entry.

4.5 Income Eligibility

For CHG Standard and HEN households, the combined household income must not exceed 30 percent of area median gross income as defined by HUD.

For PSH CHF households, the combined household income must not exceed 50 percent of area median gross income as defined by HUD.

Income limits are based on Area Median Income (AMI) which can be located for each county at: www.huduser.gov (Data Sets, Income Limits).

Income is money that is paid to, or on behalf of, any household member. Income includes the current gross income (annualized) of all adult (18 years and older) household members and unearned income attributable to a minor. Income eligibility determinations are based on the household's income at program entry. Income inclusions and exclusions are listed in the Electronic Code of Federal Regulations, www.ecfr.gov, Title 24 – Housing and Urban Development: Subtitle A 0-99: Part 5: Subpart F: Section 5.609 Annual Income.

Gross Income is the amount of income earned before any deductions (such as taxes and health insurance premiums) are made.

Current Income is the income that the household is currently receiving. Income recently terminated should not be included.

4.5.1 Income Eligibility Exemptions

Income eligibility verification is never required for Drop-in Shelter or for households receiving only Flex Funding.

The following are exempt from income eligibility requirements for the first 90 days of program participation:

- ✓ Households entering Transitional Housing
- ✓ Households entering a Rapid Re-Housing program
- ✓ Households entering a Continuous-stay Shelter

Assistance for HEN households: In place of income verification, the HEN Referral from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS) is required.

4.6 Documentation of Income Eligibility

Lead/subgrantees must verify and document income eligibility prior to program entry.

CHG Verification of Household Eligibility and Income Recertification Form, all allowable income documentation, and the *CHG Income Eligibility Worksheet* (or equivalent) must be kept in the client file. Documentation must be dated within 30 days.

Adult household members that have no income are required to complete a *CHG Self-Declaration Form.*

4.6.1 Annualizing Wages and Periodic Payments

Use the *CHG Income Eligibility Worksheet* (or equivalent) to calculate income based on hourly, weekly, or monthly payment information. Add the gross amount earned in each payment period that is documented and divide by the number of payment periods. This provides an average wage per payment period. Depending the schedule of payments, use the following calculations convert the average wage into annual income:

- ✓ Hourly wage multiplied by hours worked per week multiplied by 52 weeks.
- ✓ Weekly wage multiplied by 52 weeks.
- ✓ Bi-weekly (every other week) wage multiplied by 26 bi-weekly periods.
- ✓ Semi-monthly wage (twice a month) multiplied by 24 semi-monthly periods.
- ✓ Monthly wage multiplied by 12 months.

The *CHG Income Eligibility Worksheet* is not required for HEN households or households that have no income.

4.6.2 Documentation of HEN Referral[7]

Lead/subgrantees must verify and document the HEN Referral prior to program entry.

CHG Verification of Household Eligibility and Income Recertification Form and the HEN Referral, from the Washington State Department of Social and Health Services (DSHS) as documented in the Benefits Verification System (BVS) is required and must be kept in the client file.

For Pregnant Women Assistance (PWA) recipients with a HEN Referral, BVS will only display active PWA households. If a household is no longer on the program (e.g. birth of baby), BVS will no longer display an active status. Contact your Commerce CHG grant manager to help determine PWA status. The referral to HEN remains valid for 24 consecutive months.

4.7 Eligibility Recertification

Lead/subgrantees must document recertification of household income eligibility at least every three months using the *CHG Verification of Household Eligibility and Income Recertification Form*.

Income recertification is not required for PSH and PSH CHF.

Assistance for HEN households: In place of income, recertification of the HEN Referral from DSHS as documented in the BVS is required at least every three months and must be kept in the client file.

[7] HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from DSHS as documented in BVS.

Recertification is not required for HEN households who are a PWA recipient up to 24 months.

4.8 Income Ineligible at Recertification

If households are determined income ineligible, they may remain in the program for an additional three months. Case management may continue for an additional six months after the determination of income ineligibility to support the household transition to self-sufficiency.

If the household is no longer eligible for HEN, the three additional months of rent assistance cannot be charged to HEN but may be charged to CHG Standard.

4.9 Additional Eligibility Requirements for Permanent Supportive Housing

To be eligible for CHG Standard PSH, a household must be homeless (as defined in section 4.3.1 Homeless) AND include at least one household member who has a disability.

To be eligible for PSH CHF, the head of household must meet homelessness and disability criteria identified in the definition of chronically homeless in Section 4.3.2 Chronically Homeless.

Disabilities are expected to be long-continuing or indefinite in duration and sustainability impedes the household member's ability to live independently.

Disability includes: a physical, developmental, mental, or emotional impairment, including impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury. A person will also be considered to have a disability if he or she has Acquired Immune Deficiency Syndrome (AIDS) or any conditions arising from the etiologic agent for 86 Acquired Immune Deficiency Syndrome, including infection with the Human Immunodeficiency Virus (HIV).

4.9.1 Documentation of a Disability

Lead/subgrantees must verify and document the disability prior to program entry. Acceptable documentation of the disability must include one the following:

- ✓ Written verification of the disability from a professional licensed by the state to diagnose and treat the disability and his or her certification that the disability is expected to be long continuing or of indefinite duration and substantially impedes the individual's ability to live independently.
- ✓ Written verification from the Social Security Administration.
- ✓ Disability check receipt (Social Security Disability Insurance check or Veteran Disability Compensation).
- ✓ Other documentation approved by Commerce.

CHG Verification of Household Eligibility and Income Recertification Form and all allowable disability documentation must be kept in the client file. If unable to document disability at program entry with the above methods, program staff must record observation of disability. Required documentation (above) must be obtained within 45 days of program enrollment.

4.9.2 Maintaining Homeless Status for Permanent Housing

While receiving Rapid Re-Housing assistance, households maintain their homeless status for purposes of eligibility for other permanent housing placements.

5 Allowable Expenses

5.1 Rent

Rent Payments and Other Housing Costs must be paid directly to a third party on behalf of the household.

5.1.1 Rent Payments

- ✓ Monthly rent and any combination of first and last months' rent. Rent may only be paid one month at a time, although rental arrears, pro-rated rent, and last month's rent may be included with the first month's payment. Monthly rent is not time-limited.
- ✓ Rental arrears and associated late fees for up to six months. Rental arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay rental arrears, arrears must be included in determining the total period of the household's rental assistance.
    - Rental arrears for HEN households can be paid for a time period when the household was not HEN enrolled.
- ✓ Lot rent for RV or manufactured home.
- ✓ Costs of parking spaces when connected to a unit.
- ✓ Incentives paid to landlords, including reimbursement for damages.
- ✓ Security deposits for households moving into new units.
- ✓ Hotel/Motel expenses for households if no suitable shelter bed is available, or when a hotel/motel unit is used as permanent housing.
- ✓ Utilities which are included in rent.
- ✓ Landlord administrative fees required with rent.

5.1.2 Other Housing Costs

- ✓ Utility payments for households also receiving rental assistance.
- ✓ Utility arrears (see utility-only assistance below) for up to three months. Utility arrears may be paid if the payment enables the household to obtain or maintain permanent housing. If funds are used to pay utility arrears, arrears must be included in determining the total period of the household's financial assistance.
- ✓ Utility-only assistance (including arrears) can be provided when no other utility assistance, such as LIHEAP, is available to prevent a shut-off, and documented using the *Utility-Only Assistance Form*.
- ✓ Utility deposits for a household moving into a new unit.
- ✓ Application fees, background, credit check fees, and costs of urinalyses for drug testing of household members if necessary/required for rental housing.
- ✓ Other costs as approved by Commerce.

5.1.3 Special Circumstances

- ✓ Master-lease: Security deposit and monthly rent is allowable when an organization master-leases a unit, and then sub-leases the property to eligible households in the context of a Rapid Re-Housing or Permanent Supportive Housing program.
- ✓ Temporary absence: If a household must be temporarily away from the unit, but is expected to

return (such as temporary incarceration, hospitalization, or residential treatment), lead/subgrantees may pay for the household's rent for up to 60 days and charge the grant for eligible costs. While a household is temporarily absent, he or she may continue to receive case management. Any temporary absence must be documented in the client file.

- ✓ Subsidized housing: rent/utility assistance may be used for move-in costs (security deposits, first and last month's rent) for subsidized housing (where household's rent is adjusted based on income), including project- or tenant-based housing.[8] Rental arrears or utility arrears assistance may be used for subsidized housing.

5.1.4 Ineligible Expenses

- ☒ Ongoing rent/utilities for subsidized housing
- ☒ Rent and rent/utility assistance in combination with facility support
- ☒ Cable deposits or services
- ☒ Mortgage assistance and utility assistance for homeowners

5.2 Facility Support

5.2.1 Lease Payments

- ✓ Lease or rent payment on a building used to provide temporary housing or permanent supportive housing
- ✓ Hotel/Motel expenses for less than 90 days when no suitable shelter bed is available
- ✓ Move-in costs (security deposits, first and last month's rent) for permanent housing

5.2.2 Other Facility Costs

- ✓ Utilities (gas /propane, phone, electric, internet, water and sewer, garbage removal)
- ✓ Maintenance (janitorial/cleaning supplies, pest control, fire safety, materials and contract or staff maintenance salaries and benefits associated with providing the maintenance, mileage for maintenance staff)
- ✓ Security and janitorial (salaries and benefits associated with providing security, janitorial services)
- ✓ Essential facility equipment and supplies (e.g. common-use toiletries, food served in shelters, bedding, mats, cots, towels, microwave, etc.)
- ✓ Expendable transportation costs directly related to the transportation of eligible households (bus tokens and fuel for a shelter van)
- ✓ On-site and off-site management costs related to the building
- ✓ Facility specific insurance (mortgage insurance is not allowable) and accounting
- ✓ Costs for securing permanent housing including: application fees, background check fees, credit check fees, utility deposits, and costs of urinalyses for drug testing of household members if necessary/required for housing
- ✓ Other expenses as approved by Commerce

5.2.3 Special Circumstances

- ✓ Master-lease: Facility costs are allowable when an organization master-leases a building and then sub-leases the property to eligible households in the context of a Transitional Housing or Permanent Housing program.

[8] In this context tax credit units are not considered subsidized housing.

5.2.4 Ineligible Expenses

- ☒ Replacement or operating reserves
- ☒ Debt service
- ☒ Construction or rehabilitation of shelter facilities
- ☒ Facility support in combination with rent and rent/utility assistance
- ☒ Mortgage payment for the facility

5.2.5 HEN Facility Support

Lease payments and other facility costs are allowable with HEN funding for transitional housing (section 3.1.2) and permanent housing (section 3.2). Emergency shelter is not allowable.

HEN facility support must be proportionally billed according to an estimate of the number of HEN households expected to occupy the facility.

5.2.6 Maintenance Activities vs. Building Rehabilitation

Building maintenance is an allowable facility support expenses.

Maintenance activities include cleaning activities; protective or preventative measures to keep a building, its systems, and its grounds in working order; and replacement of existing appliances or objects that are not fixtures or part of the building. Maintenance activities should fix, but not make improvements that would add value to the building.

Maintenance activities do not include the repair or replacement of fixtures or parts of the building. A fixture is an object that is physically attached to the building and cannot be removed without damage to the building. Fixtures also include, but are not limited to, kitchen cabinets, built in shelves, toilets, light fixtures, staircases, crown molding, sinks and bathtubs. Maintenance activities do not include the installment or replacement of systems designed for occupant comfort and safety such as HVAC, electrical or mechanical systems, sanitation, fire suppression, and plumbing.

Building rehabilitation and capital improvements are <u>not</u> allowable facility support expenses.

These typically include those items that are done building-wide or affect a large portion of the property such as roof replacement, exterior/interior common area painting, major repairs of building components, etc. See Appendix G: Examples of Maintenance Activities.

5.3 Operations

Operations expenses are directly attributable to a particular program or to the homeless crisis response system.

- ✓ Salaries and benefits for staff costs directly attributable to the program or to the homeless system, including but not limited to program staff, information technology (IT) staff, human resources (HR) staff, bookkeeping staff, and accounting staff.
- ✓ Office space, utilities, supplies, phone, internet, and training related to grant management and/or service delivery/conferences/travel and per diem.
- ✓ Equipment up to $5,000 per grant period unless approved in advance by Commerce.

5.3.1 Homeless Crisis Response System Expenses

- ✓ Point-in-Time counts
- ✓ Annual report/housing inventory
- ✓ Local homeless plans
- ✓ Coordinated entry planning, implementation and operations
- ✓ State data warehouse and Homeless Management Information System
- ✓ Interested landlord list and landlord outreach activities
- ✓ Participation in local Continuum of Care

5.3.2 Program Expenses

- ✓ Intake and assessment, including time spent assessing a household, whether or not the household is determined eligible
- ✓ Housing Stability Services. This includes developing an individualized housing and service plan, monitoring and evaluating household progress, identifying creative and immediate housing solutions outside of the traditional homeless service system (diversion), SSI/SSDI Outreach, Access, and Recovery (SOAR), and assuring that households' rights are protected.
- ✓ Housing Search and Placement Services. This includes services or activities designed to assist households in locating, obtaining, and retaining suitable housing, tenant counseling, assisting households to understand leases, inspections, securing utilities, making moving arrangements, and representative payee services concerning rent and utilities.
- ✓ Mediation and outreach to property owners/landlords related to locating or retaining housing (landlord incentives)
- ✓ Outreach services
- ✓ Optional support services for individuals in permanent supportive housing, including case management and connections to resources
- ✓ Data collection and entry
- ✓ General liability insurance and automobile insurance
- ✓ Other costs as approved in advance by Commerce

5.3.3 Flexible Funding

Flexible Funding is the provision of goods or payments of expenses not included in other allowable expense categories, which directly help a household to obtain or maintain permanent housing or meet essential household needs.

Essential household needs means personal health and hygiene items, cleaning supplies, transportation passes and other personal need items. Essential household need items are available to all eligible households. Verification of housing status is not required for households with a HEN Referral. Essential needs distribution does not need to be documented in housing stability plans.

All eligible households are eligible for Flexible Funding. Households receiving only Flexible Funding and not ongoing assistance are exempt from income eligibility requirements. Verification of housing status is required. Flexible Funding payments must be paid directly to a third party on behalf of the household and noted in ahousehold's housing stability plan.

5.3.3.1 Ineligible Expenses

- ☒ Retailer or merchant gift cards, vouchers, or certificates that can be exchanged for cash or that allow the recipient to purchase alcohol or tobacco products.

5.4 Administration

CHG Administration - up to 15 percent of the CHG Standard and PSH CHF contracted budget may be allocated to administration.

HEN Administration - up to 7 percent of the HEN contracted budget may be allocated to HEN administration.

Allowable administrative costs benefit the organization as a whole and cannot be attributed specifically to a particular program or to the homeless crisis response system. Administrative costs may include the same types of expenses that are listed in program operations (such as IT staff and office supplies), in the case that these costs are benefiting the agency as a whole and are not attributed to a particular program or the homeless system. Administrative costs may include, but are not limited to, the following:

- ✓ Executive director salary and benefits
- ✓ General organization insurance
- ✓ Organization wide audits
- ✓ Board expenses
- ✓ Organization-wide membership fees and dues
- ✓ Washington State Quality Award (WSQA) expenses
- ✓ General agency facilities costs (including those associated with executive positions) such as rent, depreciation expenses, and operations and maintenance

All amounts billed to administration must be supported by actual costs. If actual costs in the contract period meet the budget cap, that amount may be charged in equal monthly amounts.

- ✓ Billed directly such as IT services that are billed by the hour.
- ✓ Shared costs that are allocated directly by means of a cost allocation plan.
- ✓ Costs related to executive personnel such that a direct relationship between the cost and the benefit cannot be established must be charged indirectly by use of an indirect cost rate which has been appropriately negotiated with an approved cognizant agency or by use of the 10 percent de minimus rate.

6 Requirements of all Lead Grantees and Subgrantees Providing Direct Service

6.1 Service Delivery

Commerce promotes evidence-based service delivery models that efficiently move people experiencing homelessness into permanent destinations.

6.1.1 Access to Homeless Housing Assistance

Coordinated entry intake must not require identification, social security cards, birth certificates, or other documentation not required by funders. Households experiencing homelessness should be provided temporary housing if available while documentation is being obtained. Flexible Funding can be used to assist homeless households in obtaining required documentation to access housing.

Programs should limit eligibility criteria to those required by funders and/or facility structure (for example, funding for veterans or unit size suitable for families with children).

6.1.2 Voluntary Services

Programs must not terminate or deny services to households based on refusal to participate in supportive services. Supportive services are helping or educational resources that include support groups, mental health services, alcohol and substance abuse services, life skills or independent living skills services, vocational services and social activities.

Supportive services do not include housing stability planning or case management.

PSH CFH eligible households must be offered a referral to Foundational Community Supports (FCS). A FCS provider directory can be found here. Households are not required to participate in FSC services.

6.1.3 Progressive Engagement

Lead/subgrantees must employ a progressive engagement (PE) service model. Progressive Engagement includes the following components:

- ✓ Whenever possible, households experiencing a housing crisis should be diverted from entering homeless housing programs through problem-solving conversations, linkages to mainstream and natural supports, and/or flexible, and light-touch financial assistance.
- ✓ Initial assessment and services address the immediate housing crisis with the minimal services needed.
- ✓ Frequent re-assessment determines the need for additional services.
- ✓ Services are individualized and responsive to the needs of each household.
- ✓ Households exit to permanent housing as soon as possible.
- ✓ Having already received assistance does not negatively impact a household's eligibility if they face homelessness again.

Income eligibility recertification (every 3 months) can be included in case management and an assessment that determines the need for additional services, but shouldn't be considered the only approach to a PE service model.

6.1.4 Assessment and Housing Stability Planning

A problem-solving diversion conversation should occur prior to a full, standardized assessment. Lead/subgrantees must assess each household's housing needs and facilitate planning with the goal of obtaining or maintaining housing stability. Housing stability planning must be housing-focused and client-driven.

Assessments and housing stability planning must be documented.

Assessments and housing stability planning are not required for Drop-in Shelters.

6.2 HMIS

Lead/subgrantees providing direct service must enter client data into the Homeless Management Information System (HMIS) for all temporary and permanent housing interventions regardless of funding source in accordance with the most current HMIS Data Standards.

Additionally, if the lead grantee is a county/city government, all Emergency Shelter, Transitional Housing, Safe Haven, Homelessness Prevention or any Permanent Housing[9] type programs funded with local document recording fees must enter client data in HMIS.

6.2.1 Data Quality

Projects are required to provide quality data to the best of their ability. Maintaining good data quality is important for effective program evaluation. Data quality has four elements: completeness, timeliness, accuracy, and consistency.

6.2.1.1 Completeness

Completeness of data is measured by the percentage of incomplete fields in required data elements.

Agencies are expected to collect first name, last name, date of birth, race, and ethnicity from clients that give consent on the HMIS consent form. Agencies will never require a client to provide this information even if they have consented, but should gather it to the best of their ability.

All clients, consenting and non-consenting, must have complete prior living situation and exit destination data.

Examples of incomplete entries:

Incomplete Entries	
Data Element	**Incomplete if...**
Name*	[Quality of Name] field contains Partial, Street name, or Code name, Client doesn't know, Client refused or Data not collected; or [First Name] or [Last Name] is missing.
Date of Birth*	[Quality of DOB] field contains Approximate, Partial DOB reported, Client doesn't know, Client refused or Data not collected; or [Date of Birth] is missing.
Race*	[Race] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Ethnicity*	[Ethnicity] field contains Client doesn't know, Client refused, Data not collected, or is missing.
Prior Living Situation	[Prior Living Situation] is client doesn't know, client refused, data not collected, or is missing.
Destination	[Destination] is Client doesn't know, Client refused, No exit interview completed, Data not collected, or is missing.

*Only measured for consenting clients.

[9] PH – Permanent Supportive Housing, PH – Housing Only, PH – Housing with Services, PH – Rapid Re-Housing

Expected completeness measures for project types:

Expected Completeness Measures				
Data Element	**Emergency Shelter**	**Night-by-Night/Drop-in Emergency Shelter**	**All other Housing Project Types**	**Street Outreach**
Name*	85%	80%	95%	90%
Date of Birth*	85%	80%	95%	90%
Race*	85%	80%	95%	90%
Ethnicity*	85%	80%	95%	90%
Prior Living Situation	85%	80%	100%	85%
Destination	80%	50%	95%	50%

*Only measured for consenting clients.

6.2.1.2 Timeliness

Client data should be entered into HMIS as close to the date of collection as possible. Entering data as soon as possible supports data quality by avoiding backlogs of pending data and allowing near real time analysis and reporting.

Projects must enter/update project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.

Counties not using the State HMIS (data integration counties), must work with the HMIS Manager to provide full CSV exports every six months. When Commerce is able to accept monthly imports, Counties must upload data to the State's HMIS using XML or CSV schema compliant with current HUD HMIS Data Standards. Uploads must occur no later than the 30th calendar day following the end of each month. Counties not able to export and upload data to the State HMIS using an approved format must use the State HMIS for direct data entry.

6.2.1.3 Accuracy

Data entered into HMIS must reflect the real situation of the client/household as closely as possible.

Accurate data is necessary to ensure any project reporting fairly represents the work of the project and each client's story.

Examples of data accuracy:

Elements of Data Accuracy	
Date of Birth and Project Start Date	Ensure the two are not the same dates.
Prior Living Situation data elements	Ensure responses for Prior living situation, Length of stay in prior living situation, Approximate date homelessness started, Number of times the client has experienced homelessness in the last 3 years, and Number of months experiencing homelessness in the last 3 years do not conflict with each other.
Disabling Condition	Ensure the Yes/No answer does not conflict with the specific types of disabling conditions.
Health Insurance	Ensure the Yes/No answer does not conflict with the specific types of health insurance.
Monthly Income	Ensure the Yes/No answer does not conflict with the specific sources of monthly income.
Non-Cash Benefits	Ensure the Yes/No answer does not conflict with the specific sources of non-cash

	benefits.
Relationship to Head of Household	Ensure there is only one Head of Household for any given household (including clients served individually) and that this element is entered and accurate for all household members.
Veteran Status	Ensure individuals under 18 years of age are not identified as veterans.
Project Population Specifics	Ensure that projects only serving individuals only enroll individuals and not multi-person households. Ensure that projects only serving families with children only enroll families with children. Ensure that projects only serving clients of a specific age range only enroll clients of that age range.

6.2.1.4 Consistency

Consistent data helps ensure that any reporting generated by a project is understood. Data consistency is important for effectively communicating the processes and outcomes of a project.

All data will be collected, entered, and stored in accordance with the Agency Partner Agreement.

All data elements and responses will be entered per the HUD data Standards Manual. To avoid inconsistency, agencies should use language on intake forms that closely matches the elements and responses in HMIS.

Clients who refuse consent must be made anonymous per Department of Commerce Guidance and the consent refused client entry guide.

6.2.2 Consent for Entry of Personally Identifying Information

6.2.2.1 Identified Records

- ✓ Personally identifying information (PII)[10] must not be entered into HMIS unless all adult household members have provided informed consent.
- ✓ Informed consent must be documented with a signed copy of the *Client Release of Information and Informed Consent Form* in the client file. If electronic consent has been received, a copy does not need to be printed for the client file but must be available in HMIS. If telephonic consent has been received, complete the consent form the first time the household is seen in person. See Appendix H: Agency Partner HMIS Agreement.

6.2.2.2 Anonymous Records

The following types of records must be entered anonymously:

- ✓ Households in which one adult member does not provide informed consent for themselves or their dependents
- ✓ Households entering a domestic violence program or currently fleeing or in danger from a domestic violence, dating violence, sexual assault, human trafficking or a stalking situation
- ✓ Minors under the age of 13 with no parent or guardian available to consent to the minor's information in HMIS
- ✓ Households in programs which are required by funders to report HIV/AIDS status

[10] PII includes name, social security number, birthdate, address, phone number, email, and photo.

6.2.2.3 Special Circumstances

If the reporting of the HIV/AIDS status of clients is not specifically required, the HIV/AIDS status must not be entered in HMIS.

If a combination of race, ethnicity, gender, or other demographic data could be identifying in your community, those data should not be entered for anonymous records.

6.3 Habitability

6.3.1 For Rent Assistance

Documented habitability is required for all housing units into which households will be moving, except when a household moves in with friends or family or into a hotel/motel unit. Housing units must be documented as habitable prior to paying the rent subsidy. Documentation must be kept in the client file.

Habitability can be documented by the Landlord Habitability Standards Certification Form or inspection. Both methods are valid for the length of time the household is a tenant in the housing unit. If the housing unit is provided to a different household within 12 months of documented habitability, an additional certification/inspection is not required.

6.3.1.1 Allowable Methods for Unit Habitability Determination

The *CHG Landlord Habitability Standards Certification Form* references the state Landlord Tenant Act (RCW 59.18.060) and requires the landlord (as defined in RCW 59.18.030) to certify that the unit meets the safety and habitability standards detailed in the law. The landlord's failure to comply with the law may result in termination of the rent subsidy.

OR

Inspections: in lieu of (or in addition to) the above landlord certification, lead/subgrantees may choose to inspect all housing units. Lead/subgrantees may use the *Commerce Housing Habitability Standards (HHS) Form* or the *HUD Housing Quality Standards (HQS) Inspection Form*.

Documentation of habitability certification or inspection must be kept in the client file.

6.3.1.2 Habitability Complaint Procedure

Each household must be informed in writing of the habitability complaint process and assured that complaints regarding their housing unit's safety and habitability will not affect the household's eligibility for assistance.

Lead/subgrantee must have a written procedure describing the response to complaints regarding unit safety and habitability. The procedure must include:

- ✓ Mandatory inspection when a complaint is reported using the HHS Form, HQS Inspection Form, or documenting the specific complaint in an alternate format that includes follow-up and resolution.

6.3.2 For Facilities

All facilities must conduct and document an inspection at least once a year using the HHS Form or HQS Inspection Form.

6.4 Lead Based Paint Assessment

To prevent lead poisoning in young children, lead/subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

A visual assessment must be conducted on an annual basis thereafter (as long as assistance is provided.) Visual assessments must be conducted by a HUD-Certified Visual Assessor and must be documented on the HQS Inspection Form or HHS Form and maintained in the client file.

For a guide to compliance see Appendix I: Lead-Based Paint Visual Assessment Requirements.

6.4.1 For Rent Assistance

A lead-based paint visual assessment must be completed prior to providing rapid re-housing or prevention rent assistance if a child under the age of six or pregnant woman resides in a unit constructed prior to 1978.

6.4.2 For Facilities

All facilities that may serve a child under the age of six or a pregnant woman constructed prior to 1978 must conduct an annual lead-based paint visual assessment which is documented on the HQS Inspection Form or HHS Form, and readily accessible for review.

6.4.3 Exceptions to the Lead-Based Paint Visual Assessment Requirement

Visual assessments are not required under the following circumstances:

- ✓ Zero-bedroom or SRO-sized units;
- ✓ X-ray or laboratory testing of all painted surfaces by certified personnel has been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint;
- ✓ The property has had all lead-based paint identified and removed in accordance with HUD regulations;
- ✓ The unit has already undergone a visual assessment within the past 12 months –obtained documentation that a visual assessment has been conducted; or
- ✓ It meets any of the other exemptions described in 24 CFR Part 35.115(a).

If any of the circumstances outlined above are met, lead/subgrantees must include the information in the client file.

6.5 Additional Requirements

6.5.1 Ineligible Use of Funds

Lead/subgrantees must inform Commerce if grant funds are spent on ineligible households or expenses. Reasonable attempts must be made to prevent ineligible use of funds.

6.5.2 Personal Identifying Information

Personal identifying information must never be sent electronically unless sent via a secure file transfer. Request a secure file transfer login credentials from Commerce.

6.5.3 Grievance Procedure

Lead/subgrantees must have a written grievance procedure for households seeking or receiving services which includes the household's right to review decisions and present concerns to program

staff not involved in the grievance.

This procedure must:

- ✓ Clearly describe how households can request a review or report concerns
- ✓ Be accessible to all households seeking or receiving services

6.5.4 Termination and Denial of Service Policy

Lead/subgrantees must have a termination and denial policy.

This policy must:

- ✓ Describe the reasons a household would be denied services and/or terminated from program participation
- ✓ Describe the notification process
- ✓ Ensure households are made aware of the grievance procedure

6.5.5 Records Maintenance and Destruction

Lead/subgrantees must maintain records relating to this grant for a period of six years following the date of final payment. See General Terms and Conditions, Section 26 RECORDS MAINTENANCE.

Paper records derived from HMIS which contain personally identifying information must be destroyed within seven years after the last day the household received services from the lead/subgrantee.

6.5.6 Client File Check List

Lead/subgrantee must use the *CHG Client File Checklist* to record the contents of each client file. Programs may create their own checklist but the components of the *CHG Client File Checklist* must be included.

6.5.7 Consent to Review Information in the Benefits Verification System

All household members must provide informed consent for lead/subgrantees to review confidential information in the Benefits Verification System (BVS) on the form *DSHS 14-012(x)(REV 02/2003).* See Appendix J: Access to the DSHS Benefits Verification System Data Security Requirements for more information. This form must be kept in the client file.

6.5.8 Prohibitions

- ✓ Lead/subgrantee may not require households to participate in a religious service as a condition of receiving program assistance.
- ✓ Lead/subgrantees may not deny emergency shelter to households that are unable to pay fees for emergency shelter.
- ✓ If a program serves households with children, the age of a minor child cannot be used as a basis for denying any household's admission to the program.

6.5.9 Nondiscrimination

As stated in the General Terms and Conditions Section 9 and Section 22, lead/subgrantees must comply with all federal, state, and local nondiscrimination laws, regulations and policies.

Lead/subgrantees must comply with the Washington State Law against Discrimination, RCW 49.60, as it now reads or as it may be amended. RCW 49.60 currently prohibits discrimination or unfair practices because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory,

mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability.

Lead/subgrantees must comply with the Federal Fair Housing Act and it's amendments as it now reads or as it may be amended. The Fair Housing Act currently prohibits discrimination because of race, color, national origin, religion, sex, disability or family status. The Fair Housing Act prohibits enforcing a neutral rule or policy that has a disproportionately adverse effect on a protected class.

Lead/subgrantees serving households with children must serve all family compositions. If a program operates gender-segregated facilities, the program must allow the use of facilities consistent with the client's gender expression or identity.

Local nondiscrimination laws may include additional protected classes.

7 Additional Requirements of Lead Grantees and Subgrantees Providing Rent Assistance

7.1 Washington Residential Landlord-Tenant Act

Lead/subgrantees must provide information on the Washington Residential Landlord Tenant Act (RCW 59.18) to households receiving rent assistance.

For more information on this law, visit Washington Law Help, housing page, tenant rights at www.washingtonlawhelp.com.

7.2 Rental Agreements

Client files must contain one of the following types of agreements if rent assistance is paid on their behalf: Intent to Rent, Lease, or Certification of Payment Obligation.

If the rent assistance paid is move-in costs (security deposits, first and last month's rent) only, an Intent to Rent form is allowable. If the rent assistance will exceed move-in costs to include on-going rent, a lease or Certification of Payment Obligation is required.

7.2.1 Intent to Rent

At a minimum, an Intent to Rent form must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Rent rate
- ✓ Signature of landlord/date

7.2.2 Lease

At a minimum, the lease or rental agreement between the lead/subgrantee and the landlord OR the household and the landlord must contain the following:

- ✓ Name of tenant
- ✓ Name of landlord
- ✓ Address of rental property
- ✓ Occupancy (who gets to live at the rental)
- ✓ Term of agreement (lease start and end date)
- ✓ Rent rate and date due
- ✓ Deposits (if any and what for/term)
- ✓ Signature of tenant/date
- ✓ Signature of landlord/date

7.2.3 Certification of Payment Obligation

A *CHG Certification of Payment Obligation/Potential Eviction from Friend or Family Form* is required for rent subsidies paid to a friend or family member who is not in the business of property management. This form must be kept in the client file.

7.3 Targeted Prevention

Lead/subgrantees that provide targeted prevention must prioritize households most likely to become homeless, and must complete the *CHG Targeted Prevention Eligibility Screening Form*. This form is only for clients that are at imminent risk of homelessness and must be kept in the client file.

7.4 Payment Standards to Determine Rent Limit

Lead/subgrantees must choose either the HUD Fair Market Rent ***or*** the Rent Reasonableness payment standard to be used for all units receiving a rent subsidy, including arrears, and must be completed before the rent subsidy is paid.

7.4.1 Payment Standards Options

7.4.1.1 HUD's Fair Market Rent:

Fair Market Rent (FMR) sets rent limits on the subsidy provided to the household. FMR is established by HUD (http://www.huduser.org/portal/datasets/fmr.html) and is updated each federal fiscal year (October 1). For this grant, rent calculations do not need to include the cost of utilities.

Lead/subgrantees must set a rent limit policy for their service area using a percentage of FMR. The rent limit is the maximum rent that can be paid for a unit of a given size.

If a rent limit policy exceeds 120 percent FMR, lead/subgrantees must submit the rationale to Commerce for approval.

7.4.1.2 Rent Reasonableness

Rent reasonableness means the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.

To make this determination, the grantee should consider (a) the location, quality, size, type, and age of the unit; and (b) any amenities, housing services, maintenance and utilities to be provided by the owner. Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). For more information, see HUD's guide at https://files.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf.

The rental assistance paid cannot exceed the actual rental cost.

Lead/Subgrantees must establish rent reasonableness policies and procedures for documenting comparable rents. Policies and procedures must include:

- ✓ A methodology for documenting comparable rents
- ✓ Standards for certifying comparable rents as reasonable

Documentation of rent reasonableness must be kept in the client file. HUD's Rent Reasonableness Form or comparable form must be used, see HUD's worksheet on rent reasonableness at https://www.hudexchange.info/resource/2098/home-rent-reasonableness-checklist-and-certification/.

7.4.2 Rent Limit Exceptions

The FMR rent limit policy or rent reasonableness policies and procedures may also include a description of how exceptions are made when circumstances require a rent amount that exceeds the limit.

7.5 Determining Rent Subsidy

Lead/subgrantees must have a standardized procedure for determining the amount of rent subsidy for each household. The procedure should include a consideration of the household's resources and expenses. Although each household may receive a different amount of rent subsidy, the procedure for determining the subsidy must be standardized.

Client files must include documentation of the subsidy amount and the determination process. Rent subsidy should be adjusted when there is a change in household circumstance, income, or need.

9 Appendices

9.1 Appendix A: Required and Recommended Forms

The following forms are required, if applicable. Forms may be modified if all of the content is included. All forms are posted on the Commerce CHG website.

- ✓ Consolidated Homeless Grant Verification of Household Eligibility and Income Recertification (sections 4.4;4.6;4.7;4.9.1)
- ✓ Consolidated Homeless Grant Income Eligibility Worksheet (section 4.6.1)
- ✓ Consolidated Homeless Grant Utility-Only Assistance form (section 5.1.2)
- ✓ Client Release of Information and Informed Consent Form (section 6.2.2.1)
- ✓ Consolidated Homeless Grant Landlord Habitability Standards Certification Form OR Commerce Housing Habitability Standards (HHS) Form OR HUD Housing Quality Standards (HQS) Inspection Form– including Lead-based Paint Visual Assessment (section 6.3)
- ✓ Consolidated Homeless Grant Client File Checklist (section 6.5.6)
- ✓ DSHS 14-012(x)(REV 02/2003) for BVS (section 6.5.7)
- ✓ Consolidated Homeless Grant Certification of Payment Obligation/Potential Eviction from Friend or Family (section 7.2.3)
- ✓ Consolidated Homeless Grant Targeted Prevention Eligibility Screening (section 7.3)
- ✓ Rent Reasonableness Form (section 7.4.1)

The following form is recommended.

- ✓ Move in/move out condition report (section 8)

9.2 Appendix B: Required Policies and Procedures

- ✓ Coordinated Entry Policies (section 2.1.4)
- ✓ Habitability Complaint Procedure (section 6.3.1.2)
- ✓ Grievance Procedure (section 6.5.3)
- ✓ Termination and Denial of Service Policy (section 6.5.4)
- ✓ Rent Limit Policy or Rent Reasonableness Policies and Procedures (section 7.4)
- ✓ Determining Rent Subsidy Procedure (section 7.5)

9.3 Appendix C: Client File Documentation

The following chart summarizes the documentation required in each client file, depending on the type of service provided. Other documentation may be required based on individual circumstances. CHG Required Forms are found on the Commerce CHG website.

Documentation	Drop-in Shelter	Continuous Stay Shelter	Transitional Housing	Rapid Re-housing Rent Assistance	Permanent Supportive Housing	Prevention Rent Assistance
Client File Checklist		✓	✓	✓	✓	✓
HMIS Client Release of Information and Informed Consent Form (unless DV OR client refuses consent)	✓	✓	✓	✓	✓	✓
DSHS 14-012(x)(REV 02/2003) for BVS, if applicable		✓	✓	✓	✓	✓
CHG Verification of HH Eligibility and Income Recertification Form (with associated documentation)		If staying longer than 90 days	✓	✓	✓	✓
CHG Income Eligibility Worksheet (or equivalent, where applicable)		If staying longer than 90 days	✓	CHG Standard only	✓	CHG Standard only
Targeted Prevention Eligibility Screening Form						✓
Rent Reasonableness Form, if applicable				✓	✓	✓
Landlord Habitability Certification OR HHS or HQS			✓	✓	✓	
Lead-based Paint Assessment, if applicable			✓	✓	✓	✓
Utility-Only Assistance Form, if applicable						✓
Lease OR Certification of Payment Obligation (for friends/family)				✓	✓	✓
Intent to Rent, if applicable				✓		
Household Rent subsidy amount / Rent determination process				✓	✓	✓
Assessment and Housing Stability Planning		✓	✓	✓	✓	✓
Temporary Absence, if applicable				✓	✓	✓

9.4 Appendix D: Performance Requirements

9.4.1 Overview

Performance measures help evaluate the effectiveness of Homeless Crisis Response Systems as they work to ensure that homelessness is rare, brief, and one time.

The Department of Commerce (Commerce) has identified the following as the most critical homeless system performance measures:

- ✓ Prioritizing Unsheltered Homeless Households and Households Fleeing Violence
- ✓ Increasing Exits to Permanent Housing
- ✓ Reducing Returns to Homelessness
- ✓ Reducing the Length of Time Homeless

9.4.2 Prioritization Requirements

Grantees must prioritize unsheltered homeless households and households fleeing violence for services and projects.

A household is considered in priority status if they are:

- ✓ Currently living in a place not meant for habitation[11]
  OR
- ✓ Currently fleeing violence: domestic violence, dating violence, sexual assault, stalking, trafficking or other dangerous or life-threatening conditions that relate to violence against the individual or a family member. *Note: Currently fleeing violence means fleeing, or is attempting to flee the situation, or is afraid to return to their primary nighttime residence*

Fulfilling this requirement can be demonstrated by:

- ✓ Achieving Functional Zero for at least two subpopulations
  OR
- ✓ Serving at least 60% unsheltered homeless households and households fleeing violence
  OR
- ✓ Increasing percent of unsheltered homeless households and households fleeing violence 5 percentage points in each year of the contract period

9.4.2.1 Functional Zero

Grantees can meet the requirement to prioritize unsheltered homeless households and households fleeing violence by achieving Functional Zero for at least two subpopulations in the grantee's service area. Functional Zero is reached when the number of housing placements[12] is equal to or greater than the number of current and newly identified homeless households[13].

---

[11] Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

[12] The number of homeless households exited from Street Outreach, Emergency Shelter, Transitional Housing to permanent housing, AND the number of homeless households in any Permanent Housing type project (including Rapid Re-Housing) with a Housing Move-In during the report period.

[13] The number of homeless households within a given community based on the best available data on each community's homeless population. This can include the community's "Active or By-Name List" or a combination of administrative data.

Subpopulations are:

- ✓ Youth[14]
- ✓ Veterans
- ✓ Chronically Homeless
- ✓ Families with minor children,
- ✓ Individual Adults (households without minor children)

Commerce will evaluate grantees asserting Functional Zero based on state and local administrative data, and qualitative data gathered from key stakeholders. Evaluation will include confirmation that grantees meet the United States Interagency Council on Homelessness (USICH) criteria and benchmarks for each subpopulation as described in the following documents and as they may be amended:

Youth:
https://www.usich.gov/resources/uploads/asset_library/Youth-Criteria-and-Benchmarks-revised-Feb-2018.pdf
Veterans:
https://www.usich.gov/resources/uploads/asset_library/Vet_Criteria_Benchmarks_V3_February2017.pdf
Chronic Homelessness:
https://www.usich.gov/tools-for-action/criteria-and-benchmark-for-ending-chronic-homelessness/
Families with Minor Children:
https://www.usich.gov/tools-for-action/criteria-and-benchmarks-for-ending-family-homelessness/

Grantees may seek federal confirmation of Functional Zero, or ending homelessness among a subpopulation. If federally confirmed, Commerce will not provide evaluation.

Reaching Functional Zero is an accomplishment that requires maintenance. Confirmed Functional Zero will not exempt the grantee from future requirements. Reconfirmation will be required for each contract cycle. If a grantee reaches and maintains Functional Zero two subpopulations, they will be required to focus on the remaining subpopulations.

9.4.2.2 Increase Percent Entered

Grantees can meet the requirement to prioritize unsheltered homeless households and households fleeing violence by increasing percent entered by 5 percentage points in each year of the contract period.

Grantees that have not achieved functional zero for two subpopulations, and do not increase the percent entered, may assert that they have met a high performance threshold which will be evaluated by the Commerce based on state and local administrative data, and qualitative data gathered from key stakeholders.

[14] Unaccompanied youth under age 18

9.4.2.3 Measurement

The Homeless Management Information System (HMIS) is the data source.

Data for the previous state fiscal year will serve as the baseline. Compliance is measured at the system level. This means data from all applicable projects are included, without regard to fund sources.

1. **Client Universe:**
   Any head of household or adult who entered into Emergency Shelter, Safe Haven, Transitional Housing, Homelessness Prevention, or any permanent housing type project (including Rapid Re-Housing) during the report period.

2. **Count Unsheltered and Fleeing Violence:**
   Of the client universe, count those with a prior residence (3.917A living situation): Place not meant for habitation OR answered 4.11 Domestic Violence YES AND YES to "Are you currently fleeing?"

3. **Calculation:**
   Divide the total from step 2 by the total from step 1 (client universe) to calculate the percent of people entered who are considered in priority status.

Example:

In Community A, 100 people entered into an Emergency Shelter, Safe Haven, Transitional Housing, Homelessness Prevention, or any permanent housing type project (including Rapid Re-Housing) during the report period.

Of those, 40 entered with a living situation 'Place not meant for habitation' or answered that they are fleeing violence.

$$\text{Prioritization Percentage } \mathbf{40\%} = \frac{\mathbf{40} \text{ currently Unsheltered or Fleeing Violence}}{\mathbf{100} \text{ people entered}}$$

9.4.3 Housing Outcome Performance Measures

Grantees must improve housing outcomes or maintain housing outcomes (by meeting the statewide target) each year of the contract period. The target is the level of desirable performance and is an indicator of a high performing system.

For each intervention type, grantees must adopt the required performance measure and may adopt optional measures.

Using local baseline data, grantees must choose benchmarks for each required performance measure. The benchmark is a short-term goal to improve performance and indicates acceptable progress toward the target.

Grantees meeting benchmarks, making progress towards benchmarks, or meeting performance targets, meet the requirement to improve in housing outcomes.

9.4.3.1 Measurement

The Homeless Management Information System (HMIS) is the data source.

Compliance is measured at the intervention, or project-type level. This means data from all applicable projects are included, without regard to fund sources.

For example, to monitor compliance with 'Increase Percent Exits to Permanent Housing from Rapid Re-Housing', all Rapid Re-Housing projects in a given community will be included in the calculation. The Homeless Management Information System (HMIS) is the data source for calculating the baseline and performance results.

Data for the previous state fiscal year will serve as the baseline. Grantees may propose a more recent baseline period if there have been significant changes to inventory or operations.

Detailed reporting specifications for performance measures can be found on the Commerce Homeless System Performance website.

9.4.3.2 Subgrantee Requirements

Performance measures and benchmarks must be included in CHG subgrantee agreements for applicable intervention types. Optional measures (if selected) are not required to be included in subgrantee agreements.

Grantees should customize subgrantee benchmarks according to past performance, facility type, target population and other variables. For example, in order to increase system-wide exits to permanent housing from emergency shelters, a grantee may require a high-performing emergency shelter to reach 60 percent exits to permanent housing while a low-performing emergency shelter is only required to reach 20 percent exits to permanent housing.

Emergency Shelters:

- Reduce Median Length of Stay should only be required if the project is housing-focused and has high rates of exits to permanent housing.

Transitional Housing:

- Reduce Median Length of Stay should not be required if the project has a youth and young adult[15] target population.

9.4.3.3Required Housing Outcome Performance Measures

Required housing outcome performance measures, HMIS calculations, acceptable levels of progress and targets are outlined in the following table.

[15] Unaccompanied youth under age 18, and young adults ages 18-24, including parenting youth and young adults.

Table 1: Required Housing Outcome Performance Measures

Intervention Type		Performance Measure	HMIS Calculation	Acceptable Progress	Performance Target
Emergency Shelter (ES)[16]	Required	**Increase Percent Exits to Permanent Housing**	Of people in ES who exited, those who exited to permanent housing[17] destinations.	Increase by at least 5 percentage points	At Least 50%
	Optional	**Reduce Median Length of Stay**	Of the people active in ES, the days homeless as measured by each client's start and exit dates strictly as entered into HMIS.	Decrease by at least 5 days	20 Days or Less
Drop-in Emergency Shelter[18]	Required	***NEW!* Increase Percent Exits to Positive Outcomes**	Of people in Drop-in ES who exited, those who exited to Positive Outcome[19] destinations.	Increase by at least 5 percentage points	At least 50%
Transitional Housing (TH)	Required	**Increase Percent Exits to Permanent Housing**	Of people in TH who exited, those who exited to permanent housing destinations.	Increase by at least 5 percentage points	At Least 80%
	Optional	**Reduce Median Length of Stay**	Of the people active in TH, the days homeless as measured by each client's start and exit dates strictly as entered into HMIS.	Decrease by at least 5 days	90 Days or Less
Rapid Re-Housing (RRH)	Required	**Increase Percent Exits to Permanent Housing**	Of people in RRH who exited, those who exited to permanent housing destinations.	Increase by at least 5 percentage points	At Least 80%
Permanent Supportive Housing (PSH)	Required	**Increase Percent Exits to or Retention of Permanent Housing**	Of people in PSH with a Housing Move-in Date, those who remained in PSH or exited to permanent housing destinations.	Increase by at least 5 percentage points	At Least 95%

[16] Excludes Drop-in Emergency Shelters
[17] Permanent Housing as defined by HUD System Performance Measure 7: https://www.hudexchange.info/resources/documents/System-Performance-Measure-7-Housing-Destination-Summary.pdf
[18] Drop-in Emergency Shelters offer night-by-night living arrangements that allow households to enter and exit on an irregular or daily basis and often use a Night-By-Night tracking method in HMIS.
[19] Positive Outcome from Street Outreach as defined by HUD System Performance Measure 7: https://www.hudexchange.info/resources/documents/System-Performance-Measure-7-Housing-Destination-Summary.pdf

9.5 Appendix E: Household Eligibility Requirements

ELIGIBILTY REQUIREMENTS			
	HOUSING STATUS	**INCOME AT ENROLLMENT**	**INCOME AT RECERTIFICATION**
Flex Funding	Homeless or At imminent risk of homelessness	None	None
Drop-in Shelter	None	None	None
Continuous-stay Shelter	None	None	At or below 30% AMI
Transitional Housing	Homeless	None	At or below 30% AMI
CHG Standard Rapid Re-Housing	Homeless	None	At or below 30% AMI
CHG Standard Targeted Prevention	At imminent risk of homelessness	At or below 30% AMI	At or below 30% AMI
HEN Rapid Re-Housing	Homeless	DSHS HEN Referral[20]	DSHS HEN Referral
HEN Targeted Prevention	At imminent risk of homelessness	DSHS HEN Referral	DSHS HEN Referral
CHG Standard Permanent Supportive Housing	Homeless and a household member with a permanent disability	At or below 30% AMI	None
Permanent Supportive Housing for Chronically Homeless Families (PSH CHF)	Chronically homeless head of household with a permanent disability	At or below 50% AMI	None

[20] HEN Referral includes households who have a HEN Referral and households enrolled in General Assistance (ABD recipient) and General Assistance Pregnancy (Pregnant Women Assistance recipient) from DSHS as documented in BVS.

9.6 Appendix F: Documentation of Housing Status

Homeless				At Imminent Risk of Homelessness (losing housing within 14 days) All imminent risk households must also complete Section 4– No Subsequent Residence and Insufficient Resources/Support Networks, on the CHG Verification of Eligibility and Recertification Form.		
Unsheltered (Place Not Meant for Human Habitation)	**Residing in a Temporary Housing Program**	**Exiting a System of Care and Previously Homeless**	**Fleeing Domestic Violence, Dating Violence, Sexual Assault, Stalking, etc.**	**Staying With Friends/Family or Hotel/Motel**	**Renting**	**Exiting a System of Care**
Letter signed and dated by an outreach worker stating the household's primary nighttime residence. OR Self-declaration signed and dated by household stating their primary nighttime residence.	Letter signed and dated from the provider of the temporary housing. OR A telephone call to the provider of temporary housing that is documented on the third party verbal verification form and is signed and dated by the case manager making the call. OR Current HMIS record from homeless housing project, including dates of stay.	Letter signed and dated by system of care representative including: a. Statement verifying current stay of household member(s), and b. Indicate household member(s) have no available housing option after exiting, and c. Indicate that household was homeless prior to entering the system of care.	Self-declaration signed and dated by applicant.	Letter signed and dated from the provider of the temporary residence. Letter must include: a. Statement verifying the applicant's current living situation, and b. Date when the household must vacate the temporary housing. OR Certification of Payment Obligation and Potential Eviction from Friend/Family form. OR A telephone call to the provider of temporary housing that is documented on the third party verbal verification form and is signed, and dated by the case manager making the call. OR Self-declaration signed and dated by applicant stating where they are residing. Self-declaration of housing status should be used very rarely and only when written third-party verification cannot be obtained.	Copy of lease naming household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit. **AND** Written and signed notice from the landlord that includes the date when the household must vacate within 14 days.	Letter signed and dated by system of care representative including: a. Statement verifying current stay of household member(s), and b. Indicate household member(s) have no available housing option after exiting.

Chronically Homeless		
Chronically homeless is homeless continuously for at least 12 months or on at least 4 separate occasions* in the last 3 years where the combined occasions must total at least 12 months. *Each separate occasion MUST be documented (minimum of 3 breaks). 100% of the breaks can be documented by self-declaration/attestation. **Chronically Homeless households must also complete Section 5- Documentation of a Disability, on the CHG Verification of Eligibility and Recertification Form.**		
Place Not Meant for Human Habitation	**Residing in Emergency Shelter**	**Institutional Stays of Less Than 90 days and were in Emergency Shelter/Street Immediately Prior**
Letter signed by an outreach worker stating the conditions and the duration/frequency of where the individual has been living. OR Letter signed from a community member indicating which specific months and where they physically observed the individual or head of household residing/living. If the community member is unwilling to provide a written observation, a third party verbal verification form may be completed, signed and dated by a case manager to collect the information. OR When the evidence above is unavailable, there must be: a. A self-declaration/attestation signed and dated by applicant, and b. The intake worker's written documentation of the living situation and duration/frequency and the steps taken to obtain the standard evidence above.	Letter signed from the provider of the temporary housing provider documenting duration/frequency of homelessness. OR HMIS record(s), including dates of stay. OR When the evidence above is unavailable, there must be: a. A self-declaration/attestation signed and dated by applicant, and b. The intake worker's written documentation of the living situation and duration/frequency and the steps taken to obtain the standard evidence above.	Discharge paperwork with start/end dates of client's stay. OR Letter signed from a social worker or appropriate official of the institutional facility, including: a. Start/end dates of client's stay, and b. Indicate that household was homeless prior to entering the system of care. OR When the evidence above is unavailable, there must be: a. A self-declaration/attestation signed and dated by applicant, and b. The intake worker's written documentation of the living situation and duration/frequency and the steps taken to obtain the standard evidence above.

9.7 Appendix G: Examples of Maintenance Activities

ALLOWABLE EXPENSES		
Cleaning Activities	**Protective or Preventative Measures to Keep a Building, its Systems, and its Grounds in Working Order**	**Replacing Existing Appliances or Objects That Have Broken or are Clearly Past Their Useful Life, are not Fixtures or Part of the Building (See above for definition of "fixtures.")**
• Cleaning gutters and downspouts • Lawn and yard care (mowing, raking, weeding, trimming/pruning trees and shrubs) • Cleaning a portion of interior or exterior of building, including graffiti removal • Washing windows • Litter pick up and trash collection • Removing snow/ice • Unclogging sinks and toilets	• Fixing gutters • Mending cracked plaster • Patching roof • Caulking, weather stripping, re-glazing. • Replacing a broken window or screen • Reapplication of protective coatings • Fixing plumbing leaks • Repainting previously painted surface (including limited scraping)* • Waterproofing (sealant) • Servicing and maintenance of mechanical systems • Replacing a carpet square or patching carpet • Fixing alarm systems • Installing temporary fencing	Replacing: • Kitchen appliances where removal would not cause any damage (for example dishwashers, stoves, refrigerators) • Light bulbs • Washing and drying machines • Air filters • Furniture
* Non-destructive methods only (e.g., no sandblasting or high pressure spraying).		

9.8 Appendix H: Agency Partner HMIS Agreement

The Homeless Management Information System ("HMIS") is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community, through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

Lead grantees/ sub grantees and the Department of Commerce agree as follows:
General Understandings:
In this Agreement, the following terms will have the following meanings:
"Client" refers to a consumer of services;
"Partner Agency" refers generally to any Agency participating in HMIS.
"Agency staff" refers to both paid employees and volunteers.
"HMIS" refers to the HMIS system administered by Commerce.
"Enter(ing)" or "entry" refers to the entry of any Client information into HMIS.
"Shar(e)(ing)," or "Information Shar(e)(ing)" refers to the sharing of information which has been entered in HMIS with another Partner Agency.
"The Balance of State Continuum of Care Steering Committee" or "Steering Committee" refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at-large members.
"Identified Information" refers to Client data that can be used to identify a specific Client. Also referred to as "Confidential" data or information.
"De-identified Information" refers to data that has specific Client demographic information removed, allowing use of the data ***without identifying*** a specific Client. Also referred to as "non-identifying" information.

Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to administer HMIS; to conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS); and to prepare reports that may be submitted to others in de-identified form ***without*** individual identifying Client information.

Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS system.

Agency is responsible for determining and designating in HMIS whether information may or may not be shared using the Interagency Data Sharing Agreement available through Commerce.
Confidentiality:
Agency will not:
enter information into HMIS which it is not authorized to enter; and
will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.

Agency represents that: ***(check applicable items)***
☐ it is; ☐ is not; a "covered entity" whose disclosures are restricted under HIPAA (45 CFR 160 and 164); More information about "covered entities" can be found here: http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html
☐ it is; ☐ is not; a program whose disclosures are restricted under Federal Drug and Alcohol Confidentiality Regulations: 42 CFR Part 2;
If Agency is subject to HIPAA, (45 CFR 160 and 164) or 42 CFR Part 2, a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise.
If Agency is subject to any laws or requirements which restrict Agency's ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State RCW 43.185C.030. No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.
Agency shall not enter confidential information regarding HIV/AIDS status, in accordance with RCW 70.02.220. If funding (i.e., HOPWA) requires HMIS use, those clients' data shall be entered without Identifying Information.
To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

Information Collection, Release and Sharing Consent:
Collection of Client Identified information: An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual.
Obtaining Client Consent: In obtaining Client consent, each adult Client in the household must sign the ***HMIS Client Release of Information*** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the ***HMIS Client Release of Information***. If any adult member of a household

does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. Unaccompanied youth may not sign the consent form for themselves.
Do not enter personally identifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.
Do not enter HIV/AIDS status in HMIS. If funding (i.e, HOPWA) requires HMIS use, those clients' data shall be entered without personally identifying information.
Telephonic consent from the individual may temporarily substitute for written consent provided that written consent is obtained at the first time the individual is physically present at Agency.
A Client may withdraw or revoke consent for Client identified information collection by signing the ***HMIS Revocation of Consent***. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personally identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.
This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.
No Conditioning of Services: Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to allow entry of identified information into HMIS.
Re-release Prohibited: Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.
Client Inspection/Correction: Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections may be made by way of a new entry that is in addition to but is not a replacement for an older entry.
Security: Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Among the steps Agency will take to maintain security and confidentiality are:
Access: Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.
User Policy: Prior to permitting any user to access HMIS, Agency will require the user to sign a ***User Policy, Responsibility Statement & Code of Ethics*** ("User Policy"), which is found on the Commerce web page (www.commerce.wa.gov/hmiswa) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy
Computers: Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of

Housing and Urban Development's (HUD) "Homeless Management Information Systems (HMIS) Data and Technical Standards Notice" (Docket No. FR 4848-N-01; see https://www.hudexchange.info/resource/1318/2004-hmis-data-and-technical-standards-final-notice/). Agencies are encouraged to directly consult that document for complete documentation of HUD's standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:

owned by Agency or approved by Agency for the purpose of accessing and working with HMIS;

protected from viruses by commercially available virus protection software;

protected with a software or hardware firewall;

maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes;

accessed through web browsers with 256-bit encryption (e.g., Internet Explorer, version 11.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall ***not*** be used with respect to Commerce' HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system;

staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: Logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

Passwords: Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location. Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

Training/Assistance: Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).

Records: Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.

Retention of paper copies of personally identifying information: Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

Information Entry Standards:

Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.

Agency will ***not*** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.

Agency will enter all data for a particular month into HMIS database by the 5th business day of the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.

Agency will not alter or over-write information entered by another Agency.

Use of HMIS:

Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS participating agencies.

Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.

Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.

Agency will use HMIS database for legitimate business purposes only.

Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.

Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

Proprietary Rights of the HMIS:

Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password.

Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.

Steering Committee: Commerce will consult with the Steering Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Steering Committee, which will try to reach a voluntary resolution of the complaint.

Limitation of Liability and Indemnification: No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit if the parties only and this agreement creates no rights in any third party.

Limitation of Liability. Commerce shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.

Disclaimer of Warranties. Commerce makes no warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS to any other matter.

Additional Terms and Conditions:

Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.

Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.

Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.

Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.

This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.

If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law. Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or other mutually agreed upon media. Unless otherwise specified in writing, copies of data will be delivered to Agency within fourteen (14) calendar days of receipt of written requests for data copies.

9.9 Appendix I: Lead-Based Paint Visual Assessment Requirements

To prevent lead-poisoning in young children, Lead/Subgrantees must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R.

Disclosure Requirements

For ALL properties constructed prior to 1978, landlords must provide tenants with:

- ✓ Disclosure form for rental properties disclosing the presence of known and unknown lead-based paint;
- ✓ A copy of the "Protect Your Family from Lead in the Home" pamphlet.

Both the disclosure form and pamphlet are available at: https://www.epa.gov/lead/real-estate-disclosure

It is recommended that rent assistance providers also share this information with their clients.

Determining the Age of the Unit

Lead/Subgrantees should use formal public records, such as tax assessment records, to establish the age of a unit. These records are typically maintained by the state or county and will include the year built or age of the property. To find online, search for your county name with one of the following phrases:

- ✓ "property tax records"
- ✓ "property tax database"
- ✓ "real property sales"

Print the screenshot for the case file. If not available online, the information is public and can be requested from the local authorities.

Conducting a Visual Assessment

Visual assessments are required when:

- ✓ The leased property was constructed before 1978;

  AND

- ✓ A child under the age of six or a pregnant woman will be living in the unit occupied by the household receiving rent assistance.

A visual assessment must be conducted prior to providing rent assistance to the unit and on an annual basis thereafter (as long as assistance is provided). Lead/Subgrantees may choose to have their program staff complete the visual assessments or they may procure services from a contractor. Visual assessments must be conducted by a HUD-Certified Visual Assessor.

Anyone may become a HUD-Certified Visual Assessor by successfully completing a 20-minute online training on HUD's website at:
http://www.hud.gov/offices/lead/training/visualassessment/h00101.htm

If a visual assessment reveals problems with paint surfaces, Lead/Subgrantees cannot approve the unit for assistance until the deteriorating paint has been repaired. Lead/Subgrantees may wait until the repairs are completed or work with the household to locate a different (lead-safe) unit.

Locating a Certified Lead Professional and Further Training

To locate a certified lead professional in your area:

- ✓ Call your state government (health department, lead poison prevention program, or housing authority).
- ✓ Call the National Lead Information Center at 1-800-424-LEAD (5323).
- ✓ Go to the US Environmental Protection Agency website at https://www.epa.gov/leadand click on "Find a Lead-Safe Certified Firm."
- ✓ Go to Washington State Department of Commerce Lead-Based Paint Program website at http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/lead-based-paint-program-lbpabatement/ and click on "Find a Certified LBP Firm" under Other Resources.

Information on lead-based programs in Washington State can be found at http://www.commerce.wa.gov/building-infrastructure/housing/lead-based-paint/.

For more information on the Federal training and certification program for lead professionals, contact the National Lead Information Center (NLIC) at https://www.epa.gov/lead/forms/lead-hotline-national-lead-information-centeror 1-800-424-LEAD to speak with an information specialist.

The Lead Safe Housing Rule as well as a HUD training module can be accessed at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/enforcement/lshr

9.10 Appendix J: Access to the DSHS Benefits Verification System Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Appendix, shall each have the following definitions:

a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

d. "Contractor" means CHG Lead/subgrantees.

2. **Data Transport**. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives**. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks**. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is

accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract

g. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a)Encrypt the Data with a key length of at least 128 bits

(b)Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c)Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

(d)Keeping them in locked storage when not in use

(e)Using check-in/check-out procedures when they are shared, and

(f)Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs),

magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. **Data stored for backup purposes**.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,

c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data Stored On:	Will be Destroyed By:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

6. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the Department of Commerce Contact designated in the Grant Agreement within one (1) business day of discovery.

   Data shared with Subcontractors. If DSHS Data access provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.

9.11 Appendix K: Access to the DSHS HEN Referral List Data Security Requirements

As required under RCW 43.185.C 230 and RCW 74.62.030, the Lead/sub grantee may use the ***HEN Referral List*** information for the sole purpose of improving access to HEN assistance for individuals determined eligible for a referral to HEN.

Access to Data shall be limited to staff whose duties specifically require access to such Data in the performance of their assigned duties.

Prior to making Data available to its staff, the Data Recipient shall notify all such staff of the Use and Disclosure requirements.

All staff accessing the data must sign a *DSHS Nondisclosure of Confidential Information – Non Employee* form prior to accessing the Data.

The Lead/sub grantee shall maintain a list of such staff and their signed *DSHS Nondisclosure of Confidential Information – Non Employee* forms. These forms must be updated annually and submitted to Commerce upon request.

Limitations on Use of Data: If the Data and analyses generated by the Lead/sub grantee contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by Commerce prior to publication in any medium or presentation in any forum.

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).
   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
   c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
   d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service

Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard

drives, and internal hard drives that have been removed from a computing device.

m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority**. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/fsa/central-contract-services/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Lead/sub grantee must have the following controls in place:

   a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Lead/sub grantee staff for violating that policy.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Lead/sub grantee must:

   a. Have documented policies and procedures governing access to systems with the shared Data.

   b. Restrict access through administrative, physical, and technical controls to authorized staff.

   c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.

   d. Ensure that only authorized users are capable of accessing the Data.

e. **Ensure that an employee's access to the Data is removed immediately:**
   (1) Upon suspected compromise of the user credentials.
   (2) When their employment is terminated.
   (3) When they no longer need access to the Data.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

g. When accessing the Data from within the Lead/sub grantee's network (the Data stays within the Lead/sub grantee's network at all times), enforce password and logon requirements for users within the Lead/sub grantee network, including:
   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
   (2) That a password does not contain a user's name, logon ID, or any form of their full name.
   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Lead/sub grantee network), mitigate risk and enforce password and logon requirements for users by employing measures including:
   (1) Ensuring mitigations applied to the system don't allow end-user modification.
   (2) Not allowing the use of dial-up connections.
   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
   (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
   (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
   (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Lead/sub grantee agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the

network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media**.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Lead/sub grantee on portable devices or media unless specifically authorized within the terms and conditions of the Grant. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Lead/sub grantee staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes**.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Lead/sub grantee's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be

destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Lead/sub grantee's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

i. **Cloud storage**. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Lead/sub grantee has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Lead/sub grantee has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Lead/sub grantee network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Lead/sub grantee will possess a decryption key for the Data, and the decryption key will be possessed only by the Lead/sub grantee and/or DSHS.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Lead/sub grantee networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Lead/sub grantee's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied

within 3 months of being made available.

b. The Lead/sub grantee will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Lead/sub grantee, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. Data Disposition. When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	**Will be destroyed by:**
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler

	assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to COMMERCE and DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov designated within one (1) business day of discovery. Lead/sub grantee must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors**. If DSHS Data provided under this Grant is to be shared with a subcontractor, the Grant with the subcontractor must include all of the data security provisions within this Grant and within any amendments, attachments, or exhibits within this Grant. If the Lead grantee cannot protect the Data as articulated within this Grant, then the contract with the sub grantee must be submitted to COMMERCE for review and approval.

Attachment C

BENTON COUNTY

DEPARTMENT OF HUMAN SERVICES

Partner Participation Agreement

The overall goal of the Housing Resource Center (HRC) provided by Benton County Department of Human Services (BFDHS) is to partner with community agencies in their efforts to decrease homelessness and reduce the time households spend in homelessness. In order for HRC to be successful and improve the experience of households in crisis seeking assistance, both HRC and participating agencies will commit to common performance expectations, to be carried out to the best of their availability.

As a HRC partner, you can expect the following service commitments from BFDHS HRC:

- Households referred by your agency to HRC will be treated with unconditional regard for their situation and scheduled for a screening within 3 business days of your referral.
- Households will be referred by HRC to the necessary housing and support services in a fair and equitable manner, without regard to the individual's race, national origin, ethnicity or gender.
- All households will be pre-screened based on your agency's specific criteria prior to receiving a referral to your agency. Criminal background checks will not be performed by HRC. HRC will contact your agency directly prior to referral, to ensure that there are no unforeseen reasons to expect the referral will be declined.
- HRC will provide households seeking assistance direct services including; navigator preliminary assessment of program qualifications and barriers, data entry into HMIS, emergency shelter/motel vouchers, homeless prevention and rapid re-housing to qualified households.
- Provide an ongoing committee forum to enable your agency to provide feedback regarding HRC performance, conflicts, as well as continually shape the HRC vision and scope of services provided.

As a HRC partner, your agency makes the following service commitments to the HRC:

- Provide HRC the list of qualification criteria for each of its programs.
- Refer all households requesting homeless housing assistance to HRC.
- Identify a point of contact(s) for HRC to direct any referrals.
- Accept and confirm qualified referrals from HRC and provide explanation for referral refusals within 7 days of the households appointment.
- Update HMIS on a daily basis to show program availability.
- Work with BFDHS HMIS coordinator to resolve and improve data quality.
- Report on community needs, trends and resources that may impact HRC.
- Attend HRC housing provider/PAC meetings on a regular basis.

On behalf of_____I,_____, am committed to supporting the success of HRC and its mission and will be an active agency partner with Benton County Department of Human Services Housing Resource Center.

_____ _____

Agency Representative and Date

Benton County Department of Human Services Representative

Benton & Franklin Counties
Dept. of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: (509) 783-5284
Fax: (509) 783-5981

Housing Resource Center Guidelines

Foundational Principles

- Belief in housing first concept
- Belief of Progressive Engagement and the idea of doing the least for each household rather than the most
- Belief that people are resourceful and can make it without us
- Belief in the consumer as the lead in the process (strength-based approach)
- A willingness to use a system-perspective
- Functions primarily as a centralized intake/triage approach for housing assessment and referral
- Identify and utilize information and strengths of each agency
- Establish role and utilization of HMIS
- Provide community education
- Be data driven
- Know best practice models and consider the best local adaptation

What HRC Does

- Assess clients for immediacy of need and place into appropriate program and/or service
- Assess clients risks of homelessness
- All clients screened for diversion
- Assess for level of need
- All programs that have unique eligibility requirements will be used to verify eligibility and appropriateness
- Provides services to the clients that meet the minimum points on the vulnerability/prioritization tool.
- Provides additional assessment/case management based on needs with an Intake Specialist.

HRC goals

- Reduce the time homeless
- Quick access to comprehensive information
- Household receives a successful referral

- Household has a clear understanding on the next step
- Decrease duplication of agency work to qualify household
- Decrease duplication of services to the same household
- Provide improved access to services

Pre-screen/Prioritization

The Housing Navigator responds to the household to determine:

- Presenting issues
- Special Populations: DV and Youth
- Housing Status: at risk, homeless or shelter assistance
- Income eligibility
- Provide diversion
- Provide Information
- Prioritization tool will be used. For clients 0-4 score there will be no intervention, and clients will be given other community resources and diversion techniques will be offered. For clients scoring of 5 points or more on the tool they will be screened further for appropriate intervention.
- Clients scoring a 4 with extenuating circumstances can be staffed for potential over-ride. The reason for the over-ride will be documented on the tool by the supervisor.

Homeless & At Risk Definitions

Households are homeless if they are unsheltered or residing in a temporary housing program, as defined below.

Unsheltered Homeless:

Living outside or in a place that is not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a vehicle, park, abandoned building, bus or train station, airport, or campground.

Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, human trafficking, or other dangerous or life-threatening conditions that relate to violence against the household member(s), including children, that have either taken place within the household's primary nighttime residence or has made the household member(s) afraid to return to their primary nighttime residence.

Sheltered Homeless:

Residing in a temporary housing program including shelters, transitional or interim housing, and hotels and motels paid for by charitable organizations or government programs.

Exiting a system of care or institution where they resided for 90 days or less AND who resided in an emergency shelter or place not meant for human habitation immediately before entering that system of care or institution.

Residing in a trailer or recreational vehicle that is parked illegally or in a location that is not intended for long-term stays (i.e. parking lots).

At Imminent Risk of Homelessness

Households are at imminent risk of homelessness if they will lose their primary nighttime residence (including systems of care or institutions) within 14 days of the date of application for assistance, AND no subsequent residence has been identified, AND the household lacks the resources or support networks needed to obtain other permanent housing.

Screening Process

For households who are determined to be homeless or at risk of homelessness, the intake specialist continues with a full assessment.

Step One Determines:

- Household Information
- Income/Housing Information
- Household Characteristics
- Housing Status
- Use the prioritization tool to see if client/household meets minimum criteria

Step Two Determines:

1. If the client does not meet minimum criteria:
    - Diversion techniques will be utilized
    - A community resource guide will be available to guide the client
2. If the client is at imminent risk:
    - Additional paperwork will be obtained
    - A referral will be made to an eviction prevention program (subject to available funds)
    - Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
    - Data will be entered into HMIS
3. If the client is homeless:
    - Barriers will be determined
    - Level of engagement will be determined
    - Additional paperwork will be obtained

- A referral will be made to a rapid rehousing program (subject to available funds)
- Partner agencies will notify the HRC worker within 7 days of the clients appointment to let the HRC staff know the outcome of the referral
- Data will be entered into HMIS

Applicants are seen on a first come / first served basis. Should there be multiple applicants for a single program opening, clients will then be prioritized for service. For example: (1) unsheltered literally homeless and then (2) sheltered literally homeless.

Direct Services Provided within HRC

Emergency Motel/Shelter Vouchers

Motel/Shelter vouchers will be issued only as a "last resort" for households that cannot stay at the Union Gospel Mission (UGM) and have no other resources available to them (subject to available funds).

- Motel/Shelter vouchers are limited to one week except under special circumstances
- Motel/Shelter vouchers will be issued to motels that have agreed to do business with Benton and Franklin County.
- Motel/Shelter vouchers will only be issued if the mission is full and/or the client cannot stay there due to mental/physical/medical problems and noted by the case manager. (subject to available funds)
- Priority for motel/shelter vouchers will be given to single fathers with children and families that have a boy over the age of 12 that cannot stay at the mission.

Homeless Prevention

Homeless prevention assistance applies to households facing eviction from their current residence and will be provided based on the Eligibility Criteria and a completed Rating Tool:

- Only households below 30% AMI
- Household must show an eviction notice that will result in their being homeless within 14 days of screening.
- Assistance is limited to the amount to prevent the eviction but cannot exceed 30 days of FMR for the unit size, unless otherwise approved by supervisor.

- Households living with family or friends are not eligible for prevention unless the host family is pending evicted (an eviction notice must be presented) due to overcrowding or the host family is on Section 8 housing and is able to show documentation of enrollment.

Rapid Re-Housing

Rapid re-housing assistance applies to households that are currently unsheltered homeless, fleeing domestic violence, or living in a shelter or motel paid by a charitable or non-profit organization; and in need of first month rent and/or deposit.

- Household will need to show proof of homelessness by submitting a letter from a shelter, receipt from motel (paid for by a charitable or non-profit organization), 3rd party declaration or a self-declaration.
- Households will complete a full intake assessment to determine barriers and service needed.
- Households needing more than one month rent or deposit assistance will be screened and referred to additional programs if found eligible.
- Households will need to obtain housing which is suitable for the household size (based on occupancy guidelines) and budget.
- Households receiving assistance by HRC must have a reasonable sustainable plan to maintain housing on an ongoing basis and show proof of such without further assistance.

Occupancy Standards for Benton and Franklin Counties

Occupancy Standards for Benton and Franklin Counties are listed below. The standard can be evaluated on a case by case situation by the Housing Program Specialist.

Household Size	Unit Size Allowable
1 -2 persons	Studio
1-3 persons	One bedroom
4- 5 persons	Two bedroom
6-7 persons	Three bedroom
8+ persons	Four bedroom/Plus

Community Resources

HRC will provide community resources and referrals including the "Community Resource Guide" which is a comprehensive guide to services in Benton and Franklin Counties.

Referral Process

Clients whom are determined eligible will receive an assessment based on individual need. Referrals to agency partners will be made based on program eligibility. HRC staff monitor openings each day based on direct communication with partner agencies that routinely notify HRC staff of new openings as they become available. The process will include the following:

- Determine which program is most suitable and has a current opening
- Contact the agency to schedule an appointment for the referred household
- Within seven (7) business days after the scheduled appointment, the agency will notify HRC with the HRC Referral Letter outcome whether the client was accepted into the program or why the household was turned away. Programs must provide a qualifying reason to deny a referral.
- Client data and HMIS number will be shared with the referral agency

If an agency sends a client to HRC for prescreening and assessment and would like the client referred back to their program, the agency must submit this request in writing. If their program is the most suitable for the client, HRC will make every effort to honor the request.

Partner Agreements

Agency partner agreements will be required for all agencies receiving funds through Benton and Franklin Counties Department of Human Services and any other community agency wanting to participate in the coordinated entry system. Agreements will include the following:

- Partnership agencies must make a good faith effort to serve clients who are referred by HRC
- Partnership agencies will notify HRC within seven (7) business days after the scheduled appointment if the client has been accepted into the program, or if a referral is turned away and provide an explanation
- Partnership agencies will be represented in PAC (Partner Agency Committee)
- Partnership agencies will send walk-in or phone inquiries to HRC for a prescreening

HMIS Data Collection and Entry

Accurate and timely HMIS data is essential to the success of the HRC. Each household receiving an assessment will be entered into HMIS using the universal data collection requirements by HRC. If a household is already part of the HMIS then their information will be updated by HRC.

- All information will be scanned into each household's HMIS profile.

- When a referral is made to a partner agency the HMIS household identifier will be provided so that the partner agency can have access to household data.
- When the partner agency accepts the household into their program then they need to update the HMIS showing program enrollment and services received.
- Audits of HMIS data entered by partner agencies are performed regularly.

System Evaluation

System evaluations will be performed annually and the methods will include HMIS data, Department of Commerce Dashboard reports, and PAC feedback.

Changes to Guidelines

Benton and Franklin Counties Department of Human Services may issue revised or new Guidelines at any time. Revised copies will be sent as they are published.

Contact Information

Deena Horton
Program Specialist
Email: deena.horton@co.benton.wa.us
Phone: (509) 737-3953

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	08/31/2021
Subject:	PSC-2021-TCHCC-00 with Tri-Cities Hispanic Chamber of Commerce
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:	**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

This agreement is to provide outreach services to our community and deem eligible, individuals/families for the Treasury Rental Assistance Program to those in need due to the COVID-19 outbreak.

Fiscal Impact

Amount: $561,569.00

Fund: 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 Agreement PSC-2021-TCHCC-00 with Tri-Cities Hispanic Chamber of Commerce.

Suggested Motion

Approve on consent agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING THE AGREEMENT #PSC-2021-TCHCC-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND TRI-CITIES HISPANIC CHAMBER OF COMMERCE.

WHEREAS, the purpose of this Agreement is to provide outreach services to our community and deem eligible, individuals/families for the Treasury Rental Assistance Program (T-RAP) to those in need due to the COVID-19 outbreak; and

BE IT RESOLVED, that the Board of County Commissioners hereby approves #PSC-2021-TCHCC-00 agreement, between Tri-Cities Hispanic Chamber of Commerce and Benton County Department of Human Services for a grant in the maximum total amount of $561,569; and

BE IT FURTHER RESOLVED, that Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments to Tri-Cities Hispanic Chamber of Commerce, necessary for the disbursement of funds; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on July 31, 2021 and ends on December 31, 2021.

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

_____
Chair

_____
Member

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

Attest: _____
Clerk of the Board

TMckeirnan

BENTON COUNTY
PERSONAL SERVICES CONTRACT
PSC-2021-TCHCC-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 **TRI-CITIES HISPANIC CHAMBER OF COMMERCE**, a corporation organized under the laws of the State of Washington with its principal offices at 1600 N. 20th Ave., #D, 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 - Statement of Work and;
b. Exhibit B - Budget

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide outreach services to the community to educate and qualify individuals/families who are in need of rental and utilities assistance due to COVID-19. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Statement 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.

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:	Martin Valadez
Address:	1600 N. 20th Ave, #D Pasco, WA 99301
Phone:	509-542-0933
Email:	valadez_torres@yahoo.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W Okanogan Pl., Ste. 201 Kennewick, WA 99336
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 two hundred ninety-two thousand five hundred nineteen dollars and no cents ($292,519.00) for **Benton County** and shall not exceed two hundred sixty-nine thousand fifty dollars and no cents ($269,050.00) for **Franklin County**, including W.S.S.T per Exhibit A "Budget".

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

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

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

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

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury,

personal injury, and property damage 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

c. **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.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY 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. All liability insurance required under this Contract shall be written on an Occurrence Policy form.

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

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

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

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or 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. 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); 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: 3/18/21

FOR: TRI-CITIES HISPANIC CHAMBER OF COMMERCE

_____
Signature

Interim Executive Director
Title:

Martin Valadez
Print Name

Approved as to Content

_____
Dept. of Human Services Manager

Statement of Work "Exhibit A"

Tri-City Hispanic Chamber of Commerce agrees to complete the following items while following the Department of Commerce Treasury Rental Assistance Program (TRAP) Guidelines:

1. Provide outreach to the community on the Treasury Rental Assistance Program (TRAP).
2. Ensure that out of all individuals/families who are eligible, the appropriate percent listed below are being served. These percentages represent the percent of people below the poverty level by race and ethnicity.
    a. Persons of Color 61%
    b. Hispanic (Any Race) 54%
    c. Black/African American 3%
    d. American Indian and Alaska Native 1%
3. Assist eligible individuals with completing the required paperwork to obtain assistance at the Housing Resource Center (HRC) or Goodwill Industries of the Columbia.
4. Network with other agencies in the community, informing them of the TRAP program and how they can refer individuals/families to HRC.
5. Submit completed required paperwork and documentation.
6. Submit monthly invoice to the Benton County Department of Human Services monthly by the 10th of the month following the month services were provided with supporting documentation of allowed expenses.

Tri-City Hispanic Chamber of Commerce
PSC-2021-TCHCC-00
July 1, 2021 to December 31, 2021
Budget

Benton

Budget Category	Amount	
Operations	$	277,893.00
Administration (5%)	$	14,626.00
Total	$	292,519.00

Franklin

Budget Category	Amount	
Operations	$	255,598.00
Administration (5%)	$	13,452.00
Total	$	269,050.00

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 31, 2021
Subject:	60-month Lease Agreement for One (1) IM C4500 color copier from Ricoh USA, Inc. for the Benton County Department of Human Services
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

Per Resolution 2016-737, Benton County entered a copier lease for one Canon IR Advanced 6055 multi-function copier/printer from Pacific Automation Inc. on September 14, 2016, for the Department of Human Services. Since this lease is ending October 1, 2021, Human Services has asked Information Technology to negotiate a new lease agreement with Ricoh USA, Inc. for one Ricoh IM C4500 copier. Ricoh USA, Inc. is an authorized vendor under Washington State Master Contract #06619, NASPO ValuePoint Copiers & Managed Print Services Contract #140602.

Fiscal Impact

Amount: **$10,791.60 over 60 months excluding WSST.**

Fund: **Department of Human Services approved 2021-2022 budgeted funds.**

New proposed lease will save the Department of Human Services $99.91 a month excluding WSST.

Recommendation

Information Technology recommends that the Board approve a 60-month lease agreement for one (1) Ricoh IM C4500 from Ricoh USA, Inc. for the Benton County Department of Human Services.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A 60-MONTH LEASE AGREEMENT FOR ONE IM C4500 COLOR COPIER FROM RICOH USA, INC. FOR THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, on September 14, 2016, the Board signed Resolution 2016-737 authorizing a lease agreement between Benton County and Ricoh USA, Inc for one Canon IR Advanced 6055 multi-function copier/printer from Pacific Automation Inc. that is set to expire on October 1, 2021; and

WHEREAS, the Department of Human Services has asked Information Technology to negotiate a new copier lease with Ricoh USA, Inc. for one (1) Ricoh IM C4500 Color copier; and

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

WHEREAS, the Benton County Information Technology Department recommends entering a 60-month lease option with Ricoh, USA, Inc. for the following copier: one (1) IM C4500 Color copier; and

WHEREAS, per the County-Wide Procurement, Leasing, and Contract Policy, Resolution 2021-233, Section 10, Washington State Master Contract Usage Agreement allows the County to purchase or acquire goods and services under contracts entered into by the Department of Enterprise Services ("DES"); and

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

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

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

BE IT FURTHER RESOLVED, said lease shall commence upon signature for 60 months at an amount not to exceed $179.86 per month, plus $0.0062 per black/white page and $0.048 per color page excluding WSST for one (1) Ricoh IM C4500 Color copier for the Department of Human Services.

Dated this 31 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, Corrections, Finance

Prepared by: R Heard

LEASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

Resolution No. _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Ricoh USA, Inc.
Vendor Code: w19074
Vendor Contact: George Trano
Vendor Contact Phone: 360-213-6105
Vendor Address: 300 Eagleview Blvd, Suite 200, Exton, PA 19341
Type of Lease: 60 month FMV lease per WA State Contract, #06619; NASPO Copier & Managed Print Services Contract# 140602.

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this Agreement

Ship To:	Bill To:
Benton County Human Services 7122 W Okanogan Pl, Bldg B Kennewick, WA 99336	Benton County Information Technology PO Box 608 Prosser, WA 99350

Estimated Delivery Date: 8/31/2021

Line/Model	Description	Term	Unit Price	Total Lease Amount
1	One (1) Ricoh IM C4500 Models	60 Months	179.86	10,791.60
2	One (1) Ricoh IM C4500 Paper Feed Unit PB1160 (500 pages)	60 Months		-
3	One (1) Ricoh IM C4500 Surge Protectors	60 Months		-
4	One (1) Ricoh IM C4500 Network Installations	60 Months		-
5	One (1) Ricoh IM C4500 Finisher Stapler	60 Months		-
6	One (1) Ricoh IM C4500 Bridge Unit	60 Months		-
7	One (1) Ricoh IM C4500 Hole Punch Kit	60 Months		-
8	One (1) Ricoh IM C4500 Fax	60 Months		-
9	One (1) Ricoh IM C4500 PostScript3	60 Months		-
10	One (1) Ricoh IM C4500 Stand	60 Months		-
11	Standard Equipment & Hard Drive Removal Included			-
				-
				-
				-
				-
				-
				-
				-
				-
		monthly subttl	179.86	-

HANDLING =	-
SUB TOTAL =	10,791.60
SALES TAX =	928.08
TOTAL ORDER =	11,719.68

The term of this Agreement shall be 60 months commencing upon delivery and expiring 60 months thereafter. Monthly lease amount shall be $179.86 excluding WSST plus B&W charges of $0.0062 per page and color charges of $.048 per/page monthly at the rates provided herein payable by the County thirty (30) days upon receipt.

This Lease Agreement incorporates by reference all terms and conditions of WA State Contract #06619 NASPO Valuepoint Copiers & Managed Print Services Contract#140602

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. #06619 NASPO Valuepoint Copiers & Managed Print Services Contract# 140602
2. This Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:
Dept Contract: Robert Heard
Benton County Information Technology
Title: Information Technology Manager
Address: 620 Market Street, Prosser, WA 99350
Phone: 509.786.5603
Fax: 509.786.5601

Approved as to Form (Civil Deputy Prosecutor): _____

(Lease Agreement - Ricoh USA Page 2)

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

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

Vendor Name (Print): Patrick Purcell Title: Vice President Sales, Pacific Northwest Date: 8/20/2021

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____ Date: _____

RICOH USA, INC.
George Trano
Account Manager-Government/K12
9020 SW Washington Square RD Suite 120
Tigard, Oregon 97223
360 213 6105 cell

August 19th, 2021

Proposal
For
Benton County

	60Mo. FMV Lease	60Mo. CPC
Ricoh IMC4500 Color MFP Finisher Stapler Bridge Unit Hole Punch Kit Fax PostScript3 Stand Surge Protector Training	$179.86	.0062B/W-.048CLR Includes all parts, labor, supplies and staples.
Ricoh IMC2500 Color MFP Booklet Finisher Stapler Bridge Unit Hole Punch Kit Fax PostScript3 Stand Surge Protector Training	$143.02	.0062B/W-.048CLR Includes all parts, labor, supplies and staples.

NASPO PO Language Lease
"PO is subject to NASPO ValuePoint Master Agreement Contract
resulting from Contract # 140602 and this Washington Contract number #06619"
Ricoh Address:
PO BOX 650073
Dallas, TX 75256-0073

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CENTRAL SERVICES REPLACEMENT FUND NUMBER 0132101, DEPARTMENT NUMBER 000.

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

Dated this _____ **day of** _____, **20**_____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commssioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Dept., Auditor A Oropeza

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Central Services Replacement | Fund Nbr: 0132101

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
518.400	3508	Computer Replacement	$200,000	594.180	6408	Computer Replacement	$200,000
				20			
TOTAL			$200,000	TOTAL			$200,000

Explanation:

2021-2022 Budget: Reallocation of funding to line items where funds are expected to be utilized.

Prepared by: Aimee Oropeza | Date: 24-Mar-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 31, 2021
Subject:	Executing an agreement with Paramount Communication, Inc for installing fiber runs for a future update to the emergency radio system within the Justice Center Campus.
Presenter:	N/A
Prepared By:	P. Schut
Reviewed By:	R. Blain

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

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

Summary / Background Information

The County is currently in the design process of updating the emergency radio communication systems within each of the main buildings on the Justice Center Campus. Currently, the design calls for the primary headend equipment to be installed in the IT Server Room in the basement of the Administration Building. To get that system connected to the rest of the Justice Center, additional fiber runs need to be pulled from the Administration Building to the main Justice Center building.

In speaking with the design consultant, it was decided that it would be best and more cost-efficient if the County made those runs while the Administration Building was still under construction.

Paramount Communications, Inc. is on the state contract to provide those services, has experience working on the Justice Center Campus, and can perform the work immediately.

An agreement has been prepared; reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Paramount Communications, Inc.

Fiscal Impact

Amount: $6,751.00 excluding W.S.S.T.

Fund: Capital Projects Fund (Fund # 0305-101)

Recommendation

Approve the agreement with Paramount Communications, Inc. for the additional fiber runs at the Justice Center Campus and authorize the Chairman to sign said agreement.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING THE AGREEMENT FOR ADDITIONAL FIBER RUNS AT THE JUSTICE CENTER CAMPUS WITH PARAMOUNT COMMUNICATIONS, INC. AND AUTHORIZING THE CHAIRMAN TO SIGN SAID AGREEMENT

WHEREAS, Benton County is currently in the design process of updating the emergency radio communication systems within each of the main buildings on the Justice Center Campus; and

WHEREAS, the design calls for the primary headend equipment to be installed in the IT Server Room in the basement of the Administration Building; and

WHEREAS, to get that system connected to the rest of the Justice Center, additional fiber runs need to be pulled from the Administration Building to the main Justice Center building; and

WHEREAS, in speaking with the design consultant, it was decided that it would be best and more cost-efficient if the County made those runs while the Administration Building was still under construction; and

WHEREAS, Paramount Communications, Inc. is on the state contract to provide those services, has experience working on the Justice Center Campus, and can perform work immediately; and

WHEREAS, an agreement has been prepared; reviewed, and approved as to form by our departmental Deputy Prosecuting Attorney from the Civil Division; and has been executed by Paramount Communications; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners hereby agrees to execute the agreement with Paramount Communication, Inc. in an amount not to exceed $6,751.00 excluding Washington State Sales Tax; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board of County Commissioners to sign on behalf of Benton County the said agreement with Paramount Communications, Inc.

Dated this 31st 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 P. Schut
c: Auditor

PURCHASE AGREEMENT
Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

RESOLUTION No: _____

Resolution number must appear on all invoices, packing slips, packages, correspondence, etc.

Vendor: Paramount Communications Inc.
Vendor Code: w7472
Vendor Contact: Aric Ellison
Vendor Contact Phone: 509-736-5477
Vendor Principal Place of Business: 1236 Columbia Park Trail, Richland, WA 99352

Ship To:

Bill To:
Benton County IT Department
7122 W. Okanogan Pl. Bldg. A
Kennewick, WA 99336

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

Line	Description	Qty	
	*** Contractor agrees to provide the following services. Also detailed in the attached Exhibit A.**	1	6,751.00
	Provide and install 1 – 12 strand single mode fiber optic cable from the jail MDF to the west wing of the jail IDF.		
	Provide and install 1 – 12 strand single mode fiber optic cable from the west wing jail IDF to the penthouse.		
	Provide and install 3 – 1U fiber optic patch panels.		
	Provide and install 4 LC bulkhead plates.		
	Provide and install 48 LC fiber optic connectors.		
	Provide terminations, testing and documentation of work performed.		
		Subtotal	6,751.00
		Sale Tax	580.59
		Grand Total	7,331.59

The term of this Agreement shall commence upon signature of both parties and shall expire 10/31/2021.

Vendor signature on this Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms and/or previous contracts.

In case of conflict, the order of precedence is:
1. Washington State Contract #: 00918
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Robert Heard
Address: 7122 W. Okanogan Pl, Bldg A
Kennewick, WA 99336
Phone:
Email: Robert.Heard@co.benton.wa.us

Approved as to Form
(Deputy Prosecutor): _____
Eric Andrews, Civil DPA

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

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

Vendor Name (Print): Dan Ellis Title: Vice President Date: 8/10/21

Vendor Signature: Dan Ellis

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

August 2, 2021

Robert Heard
Benton County
Information Technology Department

Robert,

Thank you for allowing Paramount Communications, Inc. the opportunity to provide the following revied quotation for fiber optic installation at the Benton County Jail. **Terms & conditions of this quotation & subsequent billing will be in accordance with Washington State Dept. of Enterprise Services Contract #00918**

SCOPE OF WORK:

- Provide and install 1 – 12 strand single mode fiber optic cable from the jail MDF to the west wing of the jail IDF.
- Provide and install 1 – 12 strand single mode fiber optic cable from the west wing jail IDF to the penthouse.
- Provide and install 3 – 1U fiber optic patch panels.
- Provide and install 4 LC bulkhead plates.
- Provide and install 48 LC fiber optic connectors.
- Provide terminations, testing and documentation of work performed.

ASSUMPTION OF SCOPE:

- All work will be performed in accordance with standards in effect at the time of the bid and state and local codes.

EXEMPT FROM SCOPE:

- Washington State Sales Tax
- Unforeseen circumstances or conditions not readily apparent

PRICING:

- $6,751.00

Thank you for considering Paramount Communications, Inc. for your communications needs. If you have any questions, please feel free to contact me at your earliest convenience at 509-736-5477.

Thank you,

Dan Ellis
Vice President

MASTER CONTRACT

No. 00918

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

PARAMOUNT COMMUNICATIONS, INC.

Dated October 31, 2018

MASTER CONTRACT

NO. 00918

IT CABLING

PARAMOUNT COMMUNICATIONS, INC.

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Paramount Communications, Inc., a Washington corporation ("Contractor") and is dated as of October 31, 2018.

RECITALS

A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).

B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Request for Quotes and Qualifications No. 00918 August 24, 2018, regarding **INFORMATION TECHNOLOGY (IT) CABLING.**

C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an apparent successful bidder.

D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.

E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

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

1. TERM. The term of this Master Contract is thirty-six (36) months, commencing November 13, 2018, and ending November 12, 2021.

2. ELIGIBLE PURCHASERS. This Master Contract may be utilized by any of the following types of entities ("Purchaser"):

2.1. WASHINGTON STATE AGENCIES. This Master Contract may be utilized by:

- Washington state agencies, departments, offices, divisions, boards, and commission; and
- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

2.2. MCUA PARTIES. This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell services and materials set forth in *Exhibit A – Scope and Requirements* and *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any services and materials beyond those set forth in this Master Contract and its exhibits.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the services and materials included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. PREVAILING WAGE. This Contract is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Contract, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

(a) WAGE RATES. Contractor, and any subcontractor or other person doing any portion of the work covered by this Contract, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting contract, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the website for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.

(b) STATEMENT OF INTENT TO PAY PREVAILING WAGES. Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent to Pay Prevailing Wages to Enterprise Services.

(c) INVOICES & CONTRACT PAYMENTS. Contractor understands and agrees that each invoice for payment submitted to Enterprise Services and Purchaser shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved.

Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.

(d) AFFIDAVIT OF WAGES PAID. Upon completion of the work under this Contract, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.

(e) LABOR & INDUSTRIES FEES. Contractor shall pay to the Washington State Department of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

(f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Contract for three (3) years following expiration or termination of this Contract and, upon request, provide certified copies of such payroll records to Enterprise Services.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices* (subject to economic adjustment as set forth below).

Contract pricing (labor rates) covered by Washington state law for prevailing wage, expressed as percentage markup over the prevailing wage in applicable labor classifications, may not be adjusted.

Contract pricing for materials, expressed as a percentage markup over supplier invoice, may not be adjusted.

3.5. E-RATE DISCOUNT PROGRAM. Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements.

3.6. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

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

4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

4.2. SUSPENSION AND DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

4.3. QUALITY OF SERVICES AND MATERIALS. Contractor represents and warrants that any services and materials sold pursuant to this Master Contract shall have the warranty as set forth in *Exhibit A – Scope and Requirements*. Contractor further represents and warrants it has clear title to the materials and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.5. PAY EQUALITY. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

4.6. PROCUREMENT ETHICS AND PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.

4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Contract, Contractor

shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.

4.10. MASTER CONTRACT PROMOTION, ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's services or suggesting that such services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.11. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible purchasers shall order services and materials from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, Web-based orders, and similar procurement methods (collectively "Purchase Order"). All order documents must reference the Master Contract number.

6. INVOICING AND PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

(a) Master Contract No. 00918

(b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)

(c) Contractor's Federal Tax Identification Number

(d) Date(s) of delivery

(e) Description of services and materials provided, including hourly rate and total hours for each labor category, if applicable

(f) Invoice amount; and

(g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within 30 days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of 1 percent 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.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a 1 percent (1 percent) per month on the amount overdue 30 days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. **OWNERSHIP IN DATA**. Purchaser and Contractor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by Purchaser. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to Purchaser the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

8. **PUBLIC WORKS.** This Master Contract is not a "Public Works" contract. Depending on the nature of the work to be performed, the Purchaser may declare any project (or work) performed under the contract to be a "Public Works." If a project is a Public Works, it will be declared in the Purchase Order/Statement of Work. It is the responsibility of the Purchaser to make a determination as to whether work performed under this agreement qualifies as a public work. See RCW 39.04 for more information. Contractor shall comply with all statutory and administrative requirements concerning public works, including without limitation, prevailing wage.

9. **PROTECTION OF PURCHASER'S CONFIDENTIAL INFORMATION.**

9.1. CONFIDENTIAL INFORMATION. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Master Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information.

9.2. PROTECTION OF CONFIDENTIAL INFORMATION. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Master Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Master Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Immediately upon expiration or termination of the Purchase Order, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

10. **CONTRACT MANAGEMENT.**

10.1. CONTRACT ADMINISTRATION AND NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Bart Potter	Attn: Aric Ellison
Washington Dept. of Enterprise Services	Paramount Communications, Inc.
PO Box 41411	1236 Columbia Park Trail
Olympia, WA 98504-1411	Richland, WA 99352
(360) 407-9431	Tel: 509-736-5477
bart.potter@des.wa.gov	Email: aric@seeparamount.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	**Contractor**
Attn: Legal Services Manager	Attn: Aric Ellison
Washington Dept. of Enterprise Services	Paramount Communications, Inc.
PO Box 41411	1236 Columbia Park Trail
Olympia, WA 98504-1411	Richland, WA 99352
Tel: 360-407-9038	Tel: 509-736-5477
Email: greg.tolbert@des.wa.gov	Email: aric@seeparamount.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; AND CONTRACTOR REPORTS.

11.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

(a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

(b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.

(c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

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

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. The sum of $200.00 or twenty-five percent (25 percent) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum:

product description, part number or other product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

11.4. SMALL BUSINESS INCLUSION. Upon request by Enterprise Services, Contractor shall provide, within 30 days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

12. RECORDS RETENTION AND AUDITS.

12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125 percent of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125 percent of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by $500, Contractor would be required to pay to Enterprise Services $500 x 1.25 = $625).

13. INSURANCE.

13.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.

13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

14. CLAIMS.

14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

14.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. SUSPENSION AND TERMINATION; REMEDIES.

16.1. SUSPENSION AND TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after 30 days from such a suspension notice,

Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

16.2. DEFAULT. Each of the following events shall constitute default of this Master Contract by Contractor:

(a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;

(b) Contractor breaches any representation or warranty provided herein; or

(c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3. REMEDIES FOR DEFAULT.

(a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.

(b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

16.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as

stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

16.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. GENERAL PROVISIONS.

17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

17.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

17.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

17.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

17.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.

17.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

17.8. BINDING EFFECT; SUCCESSORS AND ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

17.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.

17.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

17.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.

17.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

17.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

17.14. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.

17.15. GOVERNING LAW. The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

17.16. JURISDICTION AND VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

17.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and

costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.

17.18. FAIR CONSTRUCTION AND INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.

17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

17.21. CAPTIONS AND HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.

17.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

17.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON **Department of Enterprise Services**	**PARAMOUNT COMMUNICATIONS, INC., a** **Washington corporation**
By: Howard D. Cox	By:
Type Name Howard S. Cox	Aric H. Ellison
Its: Title Interim IT Contracts Manager	Its: President

Exhibit A – Scope and Requirements

Master Contract 00918

PARAMOUNT COMMUNICATIONS

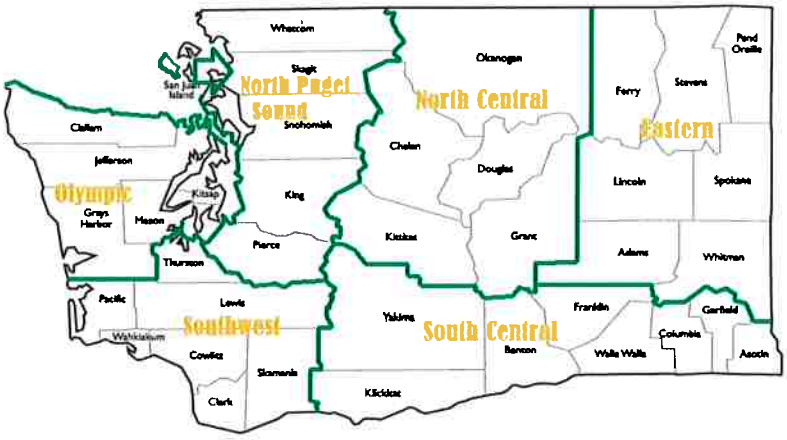
1. SCOPE

Paramount Communications will provide IT cabling materials and services to new and previously installed Local Area Networks (LANs) and Wide Area Networks (WANs) and other voice, data or video systems.

Inside work under Master Contract 00918 will include IT cabling installations in new buildings, major renovated buildings and additions to existing cabling networks. Outside work will be for inter-building connectivity.

Outside work may include digging and trenching as well as installing cabling. IT cabling covered by this specification includes outside aerial and underground cables and inside riser, distribution and station cabling. Copper twisted pair, coaxial cable and fiber-optic cables and other types of low-voltage signaling cables installed within buildings or campus environments are included in the scope of this specification.

2. REGIONS AND CATEGORIES



Paramount Communications will provide contract services in the following categories and regions:

Category	Region
Inside	Olympic
	Southwest
	North Central
	South Central
	Eastern

Outside	Olympic
	North Central
	South Central
	Eastern

3. General Requirements

The Contractor shall furnish all necessary labor, supervision, tools, materials and testing required to complete the project as specified in each Purchase Order or Statement of Work (SOW) entered into with a Purchaser under the Master Contract.

4. Standards Compliance

All work and materials covered by this Master Contract shall be performed in compliance with Chapter 19.28.410 Revised Code of Washington, Chapter 296-46B-010 Washington Administrative Code, and the most current versions of the following mandatory standards:

- NFPA-70 National Electrical Code
- ANSI\TIA\EIA 568 series, Commercial Building Telecommunications Cabling Standard
- ANSI\TIA\EIA 569 series, Commercial Building Standard for Telecommunications Pathways and Spaces, with ANSI/TIA-569-D-1 "Addendum 1, Revised Temperature and Humidity Requirements for Telecommunications Spaces."
- ANSI-J-STD-607-C, Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- Any additional codes/standards required under a Purchaser's Purchase Order/SOW or by state or federal regulation. Contractor will be held responsible for compliance with the most recent versions of the specified codes/standards/regulations and any revisions or updates.

Should conflicts arise with the foregoing, the Department of Enterprise Services will have responsibility for making final interpretation.

5. Contractor Licensing/Certification and Staffing.

Contractor shall maintain the following requirements during the term of the Master Contract:

a) Contractor shall maintain certification from the Manufacturer(s) that provides structured cabling system twenty-five (25) year or more warranties as identified in Contractor's response to this RFQQ.

b) Contractor shall have employed staff or subcontractors that meet the certification criteria for installation for each Manufacturer upon which award of this Master Contract is predicated.

c) Contractor shall maintain one or more Registered Communications Distribution Designers (RCDD) on staff. A subcontractor cannot fulfill this requirement.

d) Contractor shall have employed staff or subcontractors that meet the Licensed Electricians licensing requirements of chapter 19.28 RCW.

e) Contractor shall employ an individual who currently possesses a telecommunications administrator certificate that meets the requirements of chapter 19.28.430 RCW.

6. Statement of Work/Purchase Order

All services shall be performed pursuant to the terms of this Contract and shall be documented in a Statement of Work (SOW) or Purchase Order established between Purchaser and Contractor. No work

shall be performed by Contractor until an SOW or Purchase Order is executed by Contractor and Purchaser and is received by Contractor. Contractor shall keep a record of every Purchase Order/SOW established under this Master Contract. Contractor shall provide a copy of any Purchase Order/SOW to Enterprise Services upon request.

7. **SITE SECURITY AND ACCESS**

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, and security regulations. Contractor understands that all Purchaser's building entrances are controlled for access. Contractor agrees to become familiar with Purchaser's building and security policies, and further agrees to observe and comply with all Purchaser's building and security policies or procedures. Contractor understands that in order to obtain access to Purchaser's premises, Contractor shall be issued a security badge by Purchaser. Contractor shall provide certain personal information, including valid government issued photo identification, prior to obtaining a security badge. Contractor further understands that Purchaser will collect and retain such personal information for so long as the contract is in effect and such individual(s) has access to the premises. Purchaser reserves the right to deny an application for a security badge. Failure of Contractor to comply with Purchaser's security and safety policies and procedures is sufficient grounds for revoking, modifying, suspending or terminating access to Purchaser's facilities.

8. **SHIPPING AND RISK OF LOSS**

a) SHIPPING. Contractor shall ship all materials purchased pursuant to this Contract, freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the materials and hazards of transportation.

b) RISK OF LOSS. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the materials ordered hereunder that occurs prior to Acceptance, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After Acceptance, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

9. **CONSTRUCTION COORDINATION**

a) COORDINATING WITH PURCHASER. The Contractor is responsible for coordinating with the Purchaser for specific needs or requirements such as facility access, security, and work hours. Contractor shall coordinate with Purchaser to schedule project work to allow maximum access to the Contractor while minimizing disruption of Purchaser's business. According, the Contractor will frequently be required to work after normal business hours (Monday through Friday, 8 a.m. to 5 p.m.) and on weekends.

b) NEW CONSTRUCTION. When the project is for new construction or renovation, the Contractor shall coordinate with the Purchaser's project manager to ensure that all work is performed in coordination with ongoing construction activities in such a manner as to cause the least possible disruption to other Contractors, finished surfaces, and facilitate the most efficient method for completion of the work.

c) SAFETY REQUIREMENTS. Contractor shall observe and comply with OSHA/WISHA regulations, all applicable safety and environmental laws and regulations, and all Purchaser's rules, guidelines, policies and procedures relating to safety, workplace conditions, health and the environment, including physical, fire, evacuation, accidents, hazardous materials or

situations, or other safety regulations and policies during all work operations. OSHA/WISHA guidelines and rules shall be followed and Contractor's adherence is subject to review by the State.

- All debris generated by the Contractor shall be picked up and lawfully disposed of at the conclusion of each work day.
- Hallways shall be kept free of debris, scaffolds, etc., during peak use.
- Traffic control devices, safety barricades, and other such devices shall be utilized where necessary.
- Where performing work at a construction site, the Contractor will be required to abide by the Purchaser's primary contractor's additional safety requirements.
- Whenever project requires Contractor to transit a firewall, the Contractor shall meet all codes and requirements for proper fire-stop materials and methods.

d) DELIVERY AND STORAGE.

- Contractor shall be responsible for making the arrangements for delivery, unloading, and storage of materials for each project.
- Purchaser will assume no responsibility for receiving any materials shipped to Purchaser's facility by or on behalf of the Contractor.
- No storage area will be available at Purchaser's facility for long-term storage of Contractor's materials or supplies unless so stated in the Purchaser's SOW.
- If providing any storage for the convenience of the Contractor, the Purchaser assumes no responsibility for any items that may be lost, stolen, damaged, or destroyed, and will not take possession of or title to any items prior to installation and Acceptance.
- All materials purchased under this Contract shall be completely installed and ready to begin Acceptance Testing within the time period specified in the Purchase Order or SOW after Contractor's receipt of an Order. Extensions will be granted at the sole option of the Purchaser. Time is of the essence with respect to delivery and Contractor may be subject to liquidated damages or termination of a Purchase Order/SOW or of this Master Contract and/or other damages available under law for failure to deliver on time.
- All deliveries made pursuant to this Contract shall be complete. Unless Contractor has obtained prior written approval from Purchaser, which shall not be withheld unreasonably, incomplete deliveries or backorders will not be accepted. All packages shall be accompanied by a packing slip that identifies all items included with the shipment and the Purchaser's Purchase Order/SOW number. Contractor's delivery receipt shall be signed by an authorized representative of Purchaser for all deliveries made hereunder.

e) PATHWAY ACCESS. The Contractor will be responsible for providing equipment necessary to access the vertical and lateral pathways to place specified cables and support work.

f) CARE OF PURCHASER FACILITIES AND EQUIPMENT. The Contractor is responsible for replacing, restoring and/or bringing to original condition all floors, ceilings, walls, furniture, grounds,

pavement, utilities, etc. damaged by Contractor's personnel and operations. The Contractor is responsible for care of the Purchaser's affected equipment during installation/maintenance. The Contractor must notify the Purchaser if additional equipment is needed to complete the project. The Contractor is responsible for modifying, as needed, existing Equipment to ensure compatibility with any new Equipment being installed.

g) PERMITS. The Contractor is responsible for obtaining applicable permits, unless otherwise specified by the Purchaser.

h) PERFORMANCE BONDS. The Contractor is responsible for obtaining performance bonds when required by the Purchaser.

i) HAZARDOUS MATERIALS REMEDIATION. It is the Contractor's responsibility to meet all state/federal rules and regulations pertaining to the presence of asbestos or other hazardous materials. Purchaser does not contemplate work in any area that contains hazardous materials, unless specified in writing in the SOW. Contractor shall cease all work in any area where hazardous materials are discovered and shall immediately notify Purchaser in writing. The Purchaser shall be responsible for determining the disposition of hazardous materials identified by the Contractor.

10. DOCUMENTATION

The Contractor must prepare and maintain records in accordance with the State and Purchaser's documentation requirements. If the Purchaser has a cabling management system, the Contractor is responsible for working with the Purchaser's cabling management personnel to provide a format compatible with this system. For remodeling projects, the Contractor is responsible for updating appropriate records.

a) AS-BUILT DRAWINGS. Contractor must maintain a working copy of an as-built drawing of the Contractor's current project that shows the progress/changes of the work completed and the location of all the cabling, outlets, etc. This working document shall be updated as often as specified in the Purchase Order/SOW.

In addition, the Contractor may be required to provide up to three (3) complete sets of as-built drawings following project completion. These drawings must, at a minimum, show all distribution cable runs utilized, number of pairs added, all distribution frames affected, and the location of all instruments and outlets installed. All outlets must be physically labeled according to Purchaser specifications and these labels must be used in the as-built drawings to indicate outlet locations. All voice and data cable paths and terminations must be coded according to the Purchaser's requirements. The Purchaser is responsible for providing the Contractor with building plans that will be used to prepare the as-built drawings.

b) TESTING DOCUMENTATION. Contractor must provide the results of all testing done on installed cable to the Purchaser, in either hard copy or by email, as directed by the Purchaser.

c) LABELING. Labeling of jacks, wiring, panels, cross connect blocks and any other installed items that would regularly be labeled, is required for all installations, and must comply with the labeling requirements of EIA/TIA 606-B unless otherwise specified by the Purchaser. As-built drawings are to reflect this labeling methodology.

Labeling must be permanent and legible. Labeling shall be installed at cabling points identified within the specifications in the RFQQ and Purchase Order/SOW. Unless specified

differently by Purchasers, all cable labels must comply with the labeling requirements of EIA/TIA 606-B.

11. **CONSTRUCTION COORDINATION (ADDITIONAL)** – OUTSIDE CONTRACTORS ONLY
    a) UTILITIES. The location of all existing buried facilities shall be located and marked prior to any digging by the Contractor. The Contractor shall be responsible for damage to any existing buried utilities.

    b) AERIAL PLACEMENT. The Contractor shall utilize standard industry hardware to attach aerial cable at pole locations (strand vices, guy hooks, cable suspension clamps, corner suspension clamps, etc.)

    c) EQUIPMENT. All gas/diesel motorized equipment shall have proper mufflers and meet any other environmental/safety requirements.

    d) TRENCHING/DIGGING/BORING. Any trenching/digging/boring sites shall be backfilled to contours and elevations of undisturbed surrounding terrain. Sidewalks restoration shall match the sidewalk being removed. Driveway and roadway restoration shall match the driveway and/or roadway being removed. To the extent necessary trench excavation shall meet the requirements of RCW 39.04.180.

    e) WORK IN MAINTENANCE HOLES. Before work commences in conduit system maintenance holes, the Contractor shall follow industry standards and WA State Regulations (WAC 296-809 – Confined Spaces) for atmospheric testing, ventilation, barricading and signage of each manhole that will be entered by the Contractor as applicable. Contractor shall maintain proper ventilation throughout the work process.

    f) OSP OPTICAL FIBER CONSTRUCTION. All optic fiber cables utilized for outside plant applications shall be suitable for outside use between buildings in a campus environment. It shall be suitable for runs in buried conduits and aerial runs. The outer jacket shall be smooth and free from holes, blisters, splits, and other surface flaws.

12. **MATERIAL COMPATIBILITY, SPECIFICATIONS AND CONFIGURATIONS**
    a) Contractor shall be responsible to notify Purchaser of the existence of any compatibility issues between Contractor's materials and Purchaser's already existing or planned for hardware, software or cabling. Purchaser will provide Contractor access in a timely fashion to necessary areas and equipment sites and shall provide Contractor with a list of any existing or planned for hardware, software and cabling, as necessary.

    b) Materials delivered hereunder will conform to that item's detailed specifications in all respects including, but not limited to; physical characteristics, operating characteristics, space requirements, power requirements, maintenance or warranty characteristics, modularity, compatibility, and the like, as may be modified in writing and agreed to by the parties.

    c) If requested by Purchaser, Contractor agrees to identify on all materials supplied under this Master Contract, all appropriate test points for connecting commercially available equipment monitors designed to measure system capacity, performance, or activity.

13. **INSTALLATION AND SET-UP**

a) Contractor shall separately itemize all installation and physical requirements for materials as listed below:
    - Ventilation or Air conditioning
    - Electrical requirement
    - Special grounding
    - Cabling requirement
    - Weight (floor loading)
    - Space requirements
    - Humidity and temperature limits
    - Noise level

b) When installing materials, Contractor will provide, at no additional charge:
    - A written installation support plan and schedule addressing staffing, site preparation requirements, resource allocation, testing procedures;
    - Site surveys;
    - Station reviews to identify user requirements; and
    - An on-site Manufacturer certified technician during and after the Project until the Materials operate properly;

c) Contractor personnel shall be Manufacturer certified in accordance with Manufacturer requirements. Upon request Contractor will furnish a copy of such certification to Purchaser or DES.

d) Purchaser shall have access to the work site at all times during installation.

e) Purchaser shall prepare the environment to house the Materials based upon written requirements provided by Contractor in its installation plan, as modified in writing and agreed to by the parties. Contractor's specialists shall be available to provide required consultation related to environment preparation at no extra cost to Purchaser apart from the costs presented in Contractor's Response. Any requirements for the environment not disclosed in Contractor's installation plan will be completed by Contractor at no additional cost to Purchaser. Purchaser will provide standard commercial power. Contractor shall install an external, Manufacturer recommended surge protector between the power source and each major system.

f) Contractor shall be responsible for acquiring any required permits.

g) Contractor shall replace, restore and/or return all floors, ceilings, walls, grounds, pavement, etc., damaged by Contractor personnel to their original condition at no additional cost to Purchaser.

h) All debris generated by Contractor shall be picked up and lawfully disposed of at the conclusion of each work day. Hallways shall be kept free of debris, scaffolds, etc., during peak

use. Traffic control devices, safety barricades, and other such devices shall be utilized where necessary.

i) Contractor is hereby notified that fiber optic, communications, control systems, and other types of cable (collectively called "cabling") may be located within or on Purchaser's grounds and facilities.

j) Before beginning work on or about Purchaser's premises, Contractor shall contact Purchaser's communications network control center to determine if Purchaser's cabling systems will be impacted and to make necessary arrangements. Prior to the commencement of any work that may impact underground utilities not owned by Purchaser, Contractor agrees to notify affected owners under the requirements of chapter 19.122 RCW, Underground Utilities.

k) Purchaser hereby permits Contractor to interface with such cabling and design engineering systems in support of the delivery of the Materials and Services ordered under this Master Contract.

l) Contractor shall install the materials, with all features, options, parts and wiring ordered by Purchaser, ready for Acceptance Testing, on or before the Installation Date(s) specified in the Purchase Order/SOW. Failure to meet the Installation Date(s) may subject Contractor to liquidated damages or termination of a Purchase Order or of this Master Contract and damages available under law, unless such failure is caused by acts or omissions of Purchaser.

m) After installing the materials, Contractor shall provide Purchaser with documentation of a successful system audit using Contractor's diagnostic routines, as approved by Purchaser, demonstrating that the materials meet or exceed the Specifications. Contractor shall certify to Purchaser in writing that the materials are ready for Acceptance Testing. If after reviewing such documentation Purchaser agrees that the materials are ready for Acceptance Testing, Purchaser shall begin Acceptance Testing, as set forth in the section titled **Standard of Performance and Acceptance**.

14. STANDARD OF PERFORMANCE AND ACCEPTANCE

This section establishes a Standard of Performance that shall be met before Acceptance. This Standard of Performance is also applicable to any additional, replacement, or substitute materials and any materials that are modified by or with the written approval of Contractor after having been accepted.

a) MATERIALS TESTING. All installation, wiring, and cabling requirements identified in the Purchase Order/ SOW must be satisfied. All materials must be tested, functional and certified, based on ANSI/TIA/EIA installation requirements and approved by the Purchaser and/or Purchaser's on-site coordinator prior to acceptance for payment. Minimum testing of copper cable is to include Wire Map, continuity, NEXT and attenuation in accordance with the most current ANSI/TIA/EIA-568 standard. Minimum testing for fiber cable is to include testing the attenuation and polarity of the installed cable with an optical loss test set (OLTS) and the installed condition of the fiber cabling with an optical time domain reflectometer (OTDR). Multi-mode and single-node backbone links shall be tested in accordance with the appropriate current ANSI/TIA and industry standards.

b) RESPONSIBILITY FOR COMPLIANCE. Inspections, tests, measurements or other acts or functions performed by State of Washington personnel shall in no manner be construed as relieving the Contractor from full compliance with requirements. Upon Purchaser notification of defective or unauthorized equipment or materials, and unacceptable installation/repair practices, the

Contractor will immediately replace or modify affected practices or parts at no additional cost to the Purchaser.

c) ACCEPTANCE. Acceptance of materials and services will be based as follows or as detailed in Purchaser's Purchase Order/SOW. Fifteen (15) consecutive days of one-hundred percent (100 percent) trouble-free performance where:

- 100 percent of all terminations are operational and the Effectiveness Level is 100 percent;
- 100 percent of all ancillary equipment is operational and the Effectiveness Level is 100 percent;
- Labeling and as-built drawings have been completed according to Purchaser's specifications and provided to the Purchaser.

e) EFFECTIVENESS LEVEL. The Effectiveness Level is the percentage of time in a month that the materials are functioning properly in accordance with its specifications. The Effectiveness Level is determined by dividing the operational use time of the materials by the sum of the operational use time plus the materials failure downtime, all of which shall be measured in hours and whole minutes. Operational Use Time for materials is defined as the total time the materials would normally be used. Materials Failure downtime is defined as the accumulated time during Operational Use time when work cannot be processed or accurately completed because of materials Failure. Materials Failure is defined as a malfunction that prevents the accomplishment of the intended function(s) of the materials.

f) DOWNTIME. Downtime for each incident shall start from the time that Contractor knew or reasonably should have known of the materials failure, or Purchaser makes a bona fide attempt to contact Contractor's designated representative at the prearranged contact point, whichever occurs earlier, until the materials are returned to fully operational status in conformance with its specifications. During periods of materials failure downtime, Purchaser may use operable portions of the materials when such action does not interfere with repair of the inoperable portions.

g) FAILURE TO MEET STANDARD OF PERFORMANCE. If the services and materials do not meet the Standard of Performance during the first period of Acceptance Testing, Purchaser at its sole option may continue on a day-to-day basis until the Standard of Performance has been met, or terminate the Purchase Order/SOW without penalty, or demand replacement materials or services and/or corrections from the Contractor at no additional cost and continue the Acceptance Testing for an additional fifteen (15) consecutive calendar days after receipt of replacement materials. Purchaser's option to terminate the Purchase Order/SOW shall remain in effect until exercised or until such time as the Acceptance Testing is successfully completed. Contractor shall pay all costs related to the preparation and shipping of materials returned pursuant to this section. Purchaser's option to declare Contractor in breach and terminate this Order shall not be waived by Purchaser's decision to continue Acceptance Testing beyond the delineated testing period.

h) WRITTEN NOTICE OF ACCEPTANCE. Purchaser, at its sole discretion, will determine whether the services and materials have successfully completed Acceptance Testing. Contractor shall not bill Purchaser until this Standard of Performance is met. Upon successful completion of the Acceptance Testing, Purchaser will provide a written notice of a successful Acceptance Testing to the Contractor's Project Manager.

i) CONTRACTOR SUPPORT. Contractor must provide support for the period up to the issuance of Acceptance by Purchaser. This support must include troubleshooting, the correction of any bugs or deficiencies, and the resolution of any operating problems. During this period, Contractor will provide, at no additional cost, unlimited technical support by telephone. If a problem cannot be resolved within forty-eight (48) hours of Purchaser's initial notification, Contractor shall provide at no additional cost onsite service and support to resolve the problem.

15. WARRANTY

a) Contractor warrants that the materials shall be new, of the latest design, of good quality, free of defects, fit and safe for the intended purposes, free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law and in conformance with the Master Contract and Purchase Order/SOW (including EIA/TIA Category Certifications for cables and termination components). All materials and work not in conformance with the Master Contract, and Purchase Order/SOW and EIA/TIA Category Certifications for cables and termination components shall be replaced free-of-charge to Purchaser during the base-offer warranty period, commencing upon the first day after the Acceptance Date.

b) During the Warranty Period, Contractor shall adjust, repair, or replace all materials that are defective or not performing in conformance with the specifications. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units and their installation and any transportation and delivery fees, shall be at Contractor's expense. Any defective materials shall be repaired or replaced for Purchaser so that it conforms to the specifications of the Master Contract and Purchase Order/SOW.

c) Contractor agrees that all warranty service provided hereunder shall be performed by Manufacturer-trained, certified, and authorized technicians. Contractor further agrees to act as the sole point of contact for warranty service. Contractor warrants that it has or will obtain and pass through to Purchaser any and all warranties obtained or available from the Original Equipment Manufacturer (OEM), including any replacement, upgraded, or additional materials warranties.

d) CONTRACTOR'S WARRANTY PERIOD. The base-offer warranty period for the building wiring system shall be a minimum of twelve (12) months, and can be increased by the Purchase Order/SOW which shall start on the "Acceptance Date."

e) REPAIRED CABLING/MATERIALS WARRANTY. The Contractor will provide a minimum of twelve (12) months warranty from the time of acceptance by Purchaser on the installed/repaired materials including basic common equipment, terminal equipment and all other ancillary equipment.

f) Contractor shall provide Help Desk Services for reporting warranty issues and for trouble-shooting problems. Contractor's Help Desk Services can be reached at (*to be filled in by Contractor*).

16. MATERIALS MAINTENANCE

a) Non-emergency maintenance/repair callback response time during warranty will be within eight (8) Business Hours after notification. On-Site response time to routine maintenance/repair requests such as Moves, Adds, and Changes (MACs) shall be within three (3) Business Days of request, unless otherwise negotiated by Purchaser and Contractor. Routine maintenance/repair will be performed during Business Hours. When on-site, Contractor shall report to Purchaser's designated coordinator prior to and after each service call.

b) Emergency on-site maintenance/repair response time during warranty will be within two (2) hours, twenty-four (24) hours per day, seven (7) days per week, including holidays. Time to correct an emergency situation shall not exceed eight (8) hours after notification. Emergency maintenance applies to: (i) Failure of signaling; (ii) Failure of power supply; and (iii) Failure of any terminals deemed critical by Purchaser to the functioning of Purchaser's business functions.

c) Purchaser may impose liquidated damages as part of their Purchase Order/SOW for each "late" hour or part thereof (prorated in whole minutes) beginning with the time of notification and ending with the time of arrival, if Contractor's maintenance personnel fail to meet response times identified above.

d) Any work or upgrade that may affect service shall be coordinated with Purchaser's coordinator a minimum of 48 hours in advance. Maintenance and upgrades that might affect service will not be conducted during Business Hours without Purchaser's prior written approval.

e) Purchaser agrees that Contractor will not be liable for any damages caused by Purchaser's actions or failure of Purchaser to fulfill any of its responsibilities for site installation.

f) Contractor personnel responding to maintenance calls, repairing or servicing the system shall be Manufacturer-certified to work on the materials.

g) Contractor shall maintain a log on Purchaser's premises that details repairs, maintenance and upgrades to the system. The log shall be available for inspection by Purchaser and/or DES upon request.

h) Purchaser shall provide Contractor access to the system to perform maintenance service.

i) When on-site, Contractor shall report to Purchaser's designated coordinator prior to and after each service call.

j) Upon completion of each maintenance call, Contractor shall furnish a maintenance activity report to Purchaser, which shall include, as a minimum, the following:

- Date and time notified;
- Date and time of arrival;
- Type and serial number(s) of machine(s);
- Time spent for repair;
- Description of malfunction;
- List of parts replaced; and
- Additional charges, if applicable

k) There shall be no additional maintenance charges for:

- Replacement parts;
- Remedial maintenance required within a forty-eight (48) hour period due to recurrence of the same malfunction;
- Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, tools or other required material.

L) In cases where Contractor does not respond within the required time, Purchaser shall have the option of acquiring repair from another manufacturer-certified source and Contractor shall be responsible for full reimbursement of costs incurred by Purchaser. Maintenance by another manufacturer- certified source when Contractor has failed to respond will not constitute grounds to void the warranty.

17. SPARE PARTS

Contractor shall make available to Purchaser either a depot repair center and/or an availability guarantee of component parts and sub-assemblies necessary for on-going maintenance and operation of the materials. Contractor guarantees part availability for a minimum of seven (7) years from the Acceptance Date of materials by Purchaser. In addition, Contractor shall have a complete on-site "crash kit" of spare parts or a permanent maintenance facility with a full parts inventory within a distance that will meet the specified emergency on-site response times.

Exhibit B

Prices

PARAMOUNT COMMUNICATIONS

Notes on pricing:

LABOR: All prevailing wage labor categories are for journey level workers.

PARTS AND MATERIALS: Percentage markup includes shipping, configuration, kitting, processing, warehousing and any other costs of acquisition or delivery of the parts, supplies and materials.

TRAVEL: Purchasers may request travel costs as a line item in a job quote or estimate and negotiate reimbursement agreements with a Contractor. In no case shall travel charges exceed GSA's mileage reimbursement rate or per diem schedule for the locality.

OTHER CHARGES: Costs of permits and performance bonds, as may be required by Purchaser, shall appear on quotes or invoices at cost with no markup. Equipment rented for a specific advertised job must appear on a quote for Purchaser as a separate line item, at cost.

Category: Inside

Olympic

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Telecom technician	PW + 55 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Electronic technician	PW + 47 %		
Electrician (journey level)	PW + 40 %		
Cable splicer (inside)	PW + 40 %		
Markup on parts and materials	22 %		

Southwest

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Telecom technician	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Electronic technician	PW + 47 %		
Electrician (journey level)	PW + 40 %		
Cable splicer (inside)	PW + 40 %		
Markup on parts and materials	22 %		

North Central

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Telecom technician	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Electronic technician	PW + 47 %		
Electrician (journey level)	PW + 40 %		
Cable splicer (inside)	PW + 40 %		
Markup on parts and materials	22 %		

South Central

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Telecom technician	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Electronic technician	PW + 47 %		
Electrician (journey level)	PW + 40 %		
Cable splicer (inside)	PW + 40 %		
Markup on parts and materials	22 %		

Eastern

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Telecom technician	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Electronic technician	PW + 47 %		
Electrician (journey level)	PW + 40 %		
Cable splicer (inside)	PW + 40 %		
Markup on parts and materials	22 %		

Category: Outside

Olympic

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Groundperson	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Line equipment operator (light)	PW + 65 %		
Line equipment operator (heavy)	PW + 50 %		
Lineperson	PW + 65 %		
Cable splicer (outside)	PW + 65 %		
Markup on parts and materials	22 %		

North Central

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Groundperson	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Line equipment operator (light)	PW + 65 %		
Line equipment operator (heavy)	PW + 50 %		
Lineperson	PW + 65 %		
Cable splicer (outside)	PW + 65 %		
Markup on parts and materials	22 %		

South Central

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Groundperson	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Line equipment operator (light)	PW + 65 %		
Line equipment operator (heavy)	PW + 50 %		
Lineperson	PW + 65 %		
Cable splicer (outside)	PW + 65 %		
Markup on parts and materials	22 %		

Eastern

Labor Category	Straight Time	Overtime	Holiday
Project Manager (hourly)	80	95	95
Inside Foreman (hourly)	75	90	90
RCDD (hourly)	80	95	95
Groundperson	PW + 65 %	Note: Percentages provided for Straight Time will also apply to Overtime and Holiday labor rates for job classifications governed by prevailing wage.	
Line equipment operator (light)	PW + 65 %		
Line equipment operator (heavy)	PW + 50 %		
Lineperson	PW + 65 %		
Cable splicer (outside)	PW + 65 %		
Markup on parts and materials	22 %		

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor shall obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages, with a maximum deductible of $10,000, unless otherwise indicated:

    a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

    b. BUSINESS AUTOMOBILE LIABILITY (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1,000,000 per accident;

    c. WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP). Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of $1,000,000 per accident.

    d. UMBRELLA INSURANCE. Umbrella coverage in the sum of $3,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Business Automobile Liability, and Workers' Compensation Insurance & Employers' Liability.

    The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Purchasers may negotiate different insurance limits as appropriate for a specific Purchase Order.

    A cross-liability clause or separation of insured condition shall be included in a general liability policy required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Except for Works' Compensation, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated

kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.

8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	08/31/2021
Subject:	Columbus Day All-Office Training
Presenter:	
Prepared By:	K. Spencer
Reviewed By:	K. Spencer and K. Yniguez

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 Board of County Commissioners approval of Columbia Day Training

Fiscal Impact

No supplement required.

Recommendation

Pass motion for onsite training for the Benton County Treasurer's office.

Suggested Motion

I move to authorize the use of county funds for training day activity including lunch due to the program being conducted through the lunch hour and beyond.

Original Treasurer

CC: Auditor

K Spencer

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE USE OF COUNTY FUNDS FOR THE COLUMBUS DAY TRAINING FOR THE BENTON COUNTY TREASURER'S OFFICE TO BE HELD OCTOBER 11, 2021

WHEREAS, to continue providing the best service to the public, the Benton County Treasurer promotes and encourages ongoing staff training to strengthen office procedures and prepare for upcoming legislative changes; and

WHEREAS, the Treasurer's office operates offices in both the Prosser Courthouse and Kennewick Annex, so it is necessary for staff to meet in one location periodically for uniform training; and

WHEREAS, the Benton County Treasurer has determined that it is more cost effective to hold this training onsite and through the lunch hour rather than renting an offsite facility; and

WHEREAS, the training will begin in the morning hours and continue through the lunch hour to provide sufficient time for training that is proposed for the office staff; **NOW, THEREFORE**

BE IT RESOLVED, that the Benton County Board of Commissioners concur with the Benton County Treasurer's recommendation and approve the planning and implementation of the Columbus Day Training activity on October 11, 2021; and

BE IT FURTHER RESOLVED, the total amount to be spent on this Columbus Day Training to provide lunch shall not exceed $400.00.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Treasurer
cc: Auditor

Prepared By: K Spencer

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 31, 2021
Subject:	Surplus of 1973 Cessna 182P Aircraft
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

Over the past several weeks, the Board has had discussions on whether or not the aircraft used by the Benton County Sheriff's Office should be maintained in the fleet or if it should be declared surplus and sold. The Sheriff's Office indicates that the plane is a vital part of their fleet, however, based on flight logs, it sees very little use. Both the Administration staff and the Sheriff's Office have presented their reasoning for or against surplusing the plane to the Board. After the last such presentation, the Board gave direction to staff to proceed with the required public hearing to consider declaring the plane surplus.

The Public hearing was advertised in accordance with the Benton County Personal Property Management Policy. The required ad appeared on August 18th and August 25th.

At the conclusion of the public hearing, the Board must declare the aircraft surplus by Resolution. If the Board determines not to surplus the aircraft, no further action is required.

If the plane is declared surplus, it will be sold pursuant to the Personal Property Management Policy. Staff requires approximately 1 month to prepare the aircraft for sale.

Fiscal Impact

Any funds received from sale of the plane will be deposited into the account from which it originally came. In this case, that appears to be the Sheriff's Investigative Fund. Proceeds are estimated to be between $75,000 and $100,000.

Recommendation

Staff recommends that the Board declare the plane surplus and authorize staff to proceed with its sale.

Suggested Motion

I move to approve a Resolution declaring the 1973 Cessna 182P Aircraft surplus and authorize its sale in accordance with the Benton County Personal Property Management Policy.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DECLARING THE 1973 CESSNA 182P AIRCRAFT SURPLUS AND AUTHORIZING IT FOR SALE IN ACCORDANCE WITH THE BENTON COUNTY PERSONAL PROPERTY MANAGEMENT POLICY

WHEREAS, on August 3, 2021 the Board of County Commissioners directed that staff move forward with a public hearing to consider declaring the County owned aircraft surplus; and

WHEREAS, notice of the public hearing was published in the County official newspaper on August 18th and August 25th in accordance with the Benton County Personal Property Management Policy; and

WHEREAS, in order to proceed with sale of the aircraft the Board must declare it surplus by Resolution; **NOW, THEREFORE,**

BE IT RESOLVED that the Board of Benton County Commissioners, after hearing testimony for and against, hereby declares the 1973 Cessna 182P Aircraft surplus and authorizes it to be sold in accordance with the Benton County Personal Property Management Policy.

Dated this 31st day of August 2021.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: Commissioners M. Rasmussen

EXHIBIT LIST FOR SUB 2021-004/EA 2021-014
Preliminary Plat of Mammoth Acres

			DATED
Planning Commission Memo Exhibit List - July 13, 2021 and August 10, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	June 18, 2021
	PCM 1.2	Site Map	May 20, 2021
	PCM 1.3	Notice of Public Hearing	June 23, 2021
		APPLICATION SUBMITTAL	
	PCM 1.4	Subdivision Application	May 8, 2021
	PCM 1.5	Plat Map	May 7, 2021
		SEPA INFORMATION	
	PCM 1.6	Environmental Checklist EA 2020-007	May 6, 2021
	PCM 1.7	Notice of Application	May 20 ,2021
	PCM 1.8	Mitigated Determination of Non Significance	June 10, 2021
	PCM 1.9	Preliminary Storm Drainage Report	May 7, 2021
		COMMENTS	
	PCM 1.10	Benton Franklin Health District	April 28, 2021
	PCM 1.11	City of Kennewick - Public Works Comments	May 20, 2021
	PCM 1.12	Benton County Fire Marshal	May 21, 2021
	PCM 1.13	Benton PUD Comments	May 26, 2021
	PCM 1.14	Dept. of Arch. & Historic Preservation	June 3, 2021
	PCM 1.15	Benton County Public Works	June 7, 2021
	PCM 1.16	Dept. of Ecology	June 7, 2021
	PCM 1.17	Benton Franklin Health District	June 9, 2021
	PCM 1.18	Benton County Public Works	June 16, 2021
Board of County Commissioners Memo Exhibit List - August 31, 2021			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	August 11, 2021
	BCCM 1.2	Draft Resolution	August 11, 2021
	BCCM 1.3	Planning Commission Findings	August 10, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	August 31, 2021 **Memo Date:** August 11, 2021
Subject:	Preliminary Plat of Mammoth Acres - SUB 2021-004 Applicant: Rob Duncan
Presenter:	Michelle Cooke, Assistant Planning Manager
Prepared By:	Michelle Cooke
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 applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 71.5 acres into 12 residential lots. The preliminary plat is known as Mammoth Acres. The land is zoned Rural Lands Five Acre District. The average lot size in the development is approximately 5.60 acres and the lots are proposed to be served by a new public road, individual wells and septic systems. The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.

On August 10, 2021, at the conclusion of the open record hearing, the Planning Commission voted (4-0, with 1 member absent) to forward a positive recommendation to the Board of County Commissioners subject to eight (8) findings of fact and seventeen (17) conditions of approval. With the completion of the open record hearing, the Benton County Code requires the Board of County Commissioners conduct a closed record (appeal) hearing with reference to this preliminary plat.

The Benton County Commissioners set Tuesday, August 31, 2021 at 9:00 a.m. for the Board of County Commissioners to conduct a Closed Record Appeal Hearing with reference to this preliminary plat.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

Fiscal Impact - Maintenance of new County Roads

Amount: **Unknown**

Fund: **Unknown**

Recommendation

Planning Commission recommendation:

At the conclusion of the open record hearing, the Planning Commission voted 4-0, with 1 member absent to forward a positive recommendation to the Board of County Commissioners subject to eight (8) findings of fact and seventeen (17) conditions of approval (Recommendation, Findings of Fact and Conditions).

Planning Department recommendation**:**

It is the Planning Department's recommendation that the Board of County Commissioners approve the preliminary plat as submitted, subject to the Planning Commission's Recommendation, Findings of Fact and Conditions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Recommendation, Findings of Fact and Conditions as the Board's own and approve the preliminary plat of Mammoth Acres - SUB 2021-004 with the eight (8) findings of fact and seventeen (17) conditions of approval as recommended by the Planning Commission.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2021-004 – MAMMOTH ACRES. APPLICANT: ROB DUNCAN DBA R3T VENTURES, LLC, PARCEL NUMBER: 123881000003000.

WHEREAS, the Legal notification pursuant to the Benton County Subdivision Regulations, BCC 9.05.040, was given on Wednesday, June 30, 2021; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (May 20, 2021); publication of Notice of Application (May 26, 2021) and Legal Notice in the Prosser Record Bulletin (June 30, 2021); and,

WHEREAS, the Planning Commission held a public hearing on August 10, 2021 at 6:00 p.m., in person and via a WebEx virtual meeting format and all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing; and,

WHEREAS, in an effort to continue to provide public access to the Planning Commission meetings the meetings are being provided with in-person, telephonic and video access to view and provide testimony during the meeting; and,

WHEREAS, the Planning Commission at the open record hearing held on August 10, 2021, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of Mammoth Acres - SUB 2021-004; and,

WHEREAS, the Planning Commission entered its recommendation, written findings of fact, and conditions of approval concerning this matter, and forwarded the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments based upon the record at a Closed Record Appeal Hearing on Tuesday, August 31, 2021; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and Conditions of Approval as their own (which are kept in File No. SUB 2021-004 in the Planning Division records); and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat of Mammoth Acres - SUB 2021-004 as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby adopts the Planning Commission's Findings of Fact and Conditions of Approval as their own regarding the Preliminary Plat of Mammoth Acres - SUB 2021-004 and hereby approves the preliminary plat.

Dated this 31st 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

MC

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the preliminary plat of Mammoth Acres by Rob Duncan dba R3T Ventures, LLC located in Section 23, Township 8 North, Range 28 East. W.M.

SUB 2021-004
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

SUB 2021-004: A proposal by Rob Duncan dba R3T Ventures, LLC for the preliminary plat of Mammoth Acres, a subdivision of approximately 71.5 acres into 12 residential lots with an average lot size of 5.60 acres on parcel number 1-2388-100-0003-000 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on June 30, 2021; and,

WHEREAS, the open record public hearing scheduled for July 13, 2021 at 6:00 p.m. was continued to August 10, 2021 due the lack of a quorum of Planning Commission members; and,

WHEREAS, the continued open record public hearing was held on August 10, 2021 at 6:00 p.m. and was conducted in-person and through an online, virtual meeting platform. Planning Commissioners and staff joined in-person and remotely in order to comply with Governor Inslee's Proclamation 20.28.8 as it relates to the Open Public Meeting Act during the COVID-19 State of Emergency; and,

WHEREAS, the Planning Commission was available to receive public testimony and answer questions in the public portion of the hearing with the public being able to provide testimony either in writing, in-person or virtually; and,

WHEREAS, the following members attended the meeting; Lloyd Coughlin, Marjorie Kaspar, Brian Skeels 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 August 10, 2021; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at the continued open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memos dated June 18, 2021 and August 3, 2021; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners and,

FINDINGS OF FACT

1. The proposed subdivision (PCM 1.4, application and PCM 1.5, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 71.50 -acre site is bordered on all sides by lands zoned Rural Lands Five Acre District.
        ii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iii. The Benton County Comprehensive Plan designates this area as Rural Remote;
        iv. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1Du/5acres.
        v. The site is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;
        vi. The smallest lot size is 5.00 acres and the average lot size for this plat is 5.60 acres;
        vii. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
        viii. The creation of 12 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:
        i. The property is zoned Rural Lands Five Acre (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

   i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

   i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, the following critical areas were identified on the subject property: *Geologically Hazardous Areas (steep slopes of 15% or greater).*

   ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

   i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

   ii. During the SEPA comment period the following comments were received:

      1. Washington State Department of Archeology and Historic Preservation (PCM 1.14) recommended a professional archeological survey of the project area be conducted.

      2. Benton County Public Works Department required a portion of an existing private road to be dedicated and constructed to County standards to mitigate for traffic impacts generated by the proposed development.

      3. Washington State Department of Ecology is requesting the applicant obtain a NPDES Construction Stormwater General Permit.

   iii. An MDNS with mitigation/conditions (PCM 1.9) was issued for the project on June 10, 2021.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

   a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 2.2); and

   b. Reference the Benton County Public Works Department comments as it relates to roads and mitigation requirements (PCM 2.2).

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

   a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

   a. The creation of 12 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

b. Benton County standards are to be complied with including the construction and dedication of the new public road.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

   a. Appropriate provisions have been made for the public health and safety based on the following facts:

      i. The applicant has proposed that the preliminary plat be served by individual well and septic systems;

      ii. The Benton Franklin Health District has reviewed the preliminary plat and finds that the proposal generally meets their requirements for plats utilizing onsite sewage disposal systems and onsite single-family water supply; and

   b. Appropriate provisions have been made for open spaces based on the following facts:

      i. The proposed subdivision does not contain land to be designated for open space.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. Harms Engineering, Inc. prepared a preliminary stormwater drainage report for the applicants of Mammoth Acres dated May 6, 2021 (PCM 1.7). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development; and

      ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 2.2).

   d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

      i. The public interest will be served by the proposed division and dedication as the Benton County Road Department standards are to be complied with including the construction and dedication of new public roads; and

      ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 2.2); and

         1. Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots. The point at which 297 PR SE accesses Clodfelter Road is approximately½ mile distance closer to the urban area of nearby Kennewick than the access point provided for the development, and so will likely be used as a shortcut by residents of the development; and

         2. Additional traffic to that portion of 297 PR SE between Clodfelter Road and the proposed road for the development from residents of the development is anticipated because it provides a shorter route to the nearest urban area; and

         3. This additional traffic on the gravel private road will increase dust emissions for those living along the road and the maintenance burdens for those who pay to manage that portion of the road; and

4. The placement of signage indicating that the portion of 297 PR SE crossing parcel 123881008888888 is a private road to be used only by those authorized to do so is intended to mitigate against the potential use that portion of the private road by residents of the development.

e. Appropriate provisions have been made for transit stops based on the following facts:

   i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

   i. The project is located in the Lower Yakima Watershed, WRIA 37;

   ii. Per the Groundwater Permit Exemption (RCW 90.44.050), water for domestic uses does not require a Department of Ecology water right permit if the development contains 14 or less lots. Landowners are eligible to drill an individual well on each lot to provide domestic water.

   iii. The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer.

   iv. The development consists of 12 single family lots and the development is collectively limited to a maximum of 5,000 gallons per day withdrawal. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). Based upon an average household use of approximately 350 gallons per day, this development will be less than 5,000 gallons per day.

   v. An offsite irrigation source is not proposed for the development's lots.

   vi. The Benton-Franklin Health District has reviewed the proposal and find that it generally meets their requirements provided all conditions of approval as listed in the letter dated June 9, 2021 (PCM 1.10 and 17) are satisfied.

g. Adequate provisions have been made for sanitary waste based on the following facts:

   i. All lots in the development are proposed to be served by individual septic systems.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

   a. The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;

   b. Reference the BFHD comments as it relates to this preliminary plat (PCM 1.13).

7. The proposed subdivision is not located within an irrigation district; and

8. RCW 58.17.110 (1)(2)(3)(4). Approval or disapproval of subdivision - factors to be considered- conditions of approval, including, (4) If water supply is to be provided by a groundwater withdrawal exempt from permitting under RCW 90.44.050, the applicant's compliance with RCW 90.44.050 and with applicable rules adopted pursuant to chapters 90.22 and 90.54 RCW is sufficient in determining appropriate provisions for water supply for a subdivision, dedication, or short subdivision under this chapter.

   a. The proposed plat is consistent with RCW 58.17.110 (1)(2)(3)(4). The plat is to be provided potable water from individual groundwater wells.

   b. The development is collectively limited to a maximum withdrawal of 5,000 gallons per day for domestic use from all individual exempt wells within the development for the life of the development. Based upon an average household use of approximately 350 gallons per day according to the Washington State Department of Health, this development's use will be less than 5,000 gallons per day. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). However, more restrictive water withdrawal limits may be imposed, above and beyond the 5,000 gallon a day limitation and the ½ acre of non-commercial lawn or garden, as part of the County's Rural Water Supply Program.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

   a. During the review of the above subdivision Public Works discovered the existence of a 60' wide parcel of unknown ownership, parcel numbered 123881008888888 located

between the boundaries of short plats 1375, 2341, 2842, and 1085. This parcel currently contains a portion of E 297 PR SE and the approach serving the parcels to the south. E 297 PR SE begins at Clodfelter Road and extends through the subject parcel of the proposed preliminary plat and continues west serving several other parcels. Public Works makes the following findings:

- Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots. The point at which 297 PR SE accesses Clodfelter Road is approximately½ mile distance closer to the urban area of nearby Kennewick than the access point provided for the development, and so will likely be used as a shortcut by residents of the development.
- Additional traffic to that portion of 297 PR SE between Clodfelter Road and the proposed road for the development from residents of the development is anticipated because it provides a shorter route to the nearest urban area.
- This additional traffic on the gravel private road will increase dust emissions for those living along the road and the maintenance burdens for those who pay to manage that portion of the road.
- The placement of signage indicating that the portion of 297 PR SE crossing parcel 123881008888888 is a private road to be used only by those authorized to do so is intended to mitigate against the potential use that portion of the private road by residents of the development.

b. In order to mitigate for the increased traffic impact to 297 PR SE, if requested by the County prior to final plat approval the developer shall provide a $287,500.00 bond for the potential future construction of a County road on parcel 123881008888888.

c. The Developer shall improve that portion of 297 PR SE lying east of the intersection of the proposed new County road (running north/south) contained wholly within parcel 123881000003000 to meet current County standards, and 60 feet of right of way shall be dedicated to the County. That portion West of the new proposed road shall remain in its current condition except for the addition of a paved road approach connecting to the new proposed road, following standard R-4 Urban Local Access. https://www.co.benton.wa.us/files/documents/R-4Standardasof4-25-20172151135250305 l 9AM.pdf.

d. The Developer shall install 30"x24" signs with white background and black lettering stating "No Trespassing Private Road" on County right of way at each end of parcel 123881008888888.

e. Dedicate 60 feet for County right of way extending from the cul-de-sac to the North boundary line of lot 6 and 7.

f. Paved access to parcels 123881012842001, 123881012842003, 123881011085002, 123881011375002, 123881012341002 shall be provided to the new County road once constructed, following standard R-3.

g. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans

and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

h. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

i. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

j. The pavement return radius at all intersections shall be a minimum of 35 feet.

k. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

l. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

m. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

n. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

o. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

p. Add the following notes to the final plat:

- Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
- Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.
- No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.
- Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.

- No lot in this subdivision shall have direct access to Clodfelter Road.
- Access to all lots within this subdivision shall be restricted to [proposed County Road] and the approval of this plat does not itself provide legal access to any private access easements.

2. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**.
    a. Please add the following note to the plat map:
        - "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."
3. Applicant shall meet and comply with the requirements of the **Benton PUD**, including the following:
    a. A 10.00-foot utility easement needs to be provided along all roads, between each parcel and where the existing overhead power runs east to west in the access road.
    b. BPUD will need to be informed of any need for three phase power for well pumps prior to power layout.
    c. For more information, please contact Tina Glines at 509-582-1241.
4. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:
    a. If driveways are 200' (feet) or more, the applicant or new lot owners must comply with BCC 3.18.045 for Driveways and Private Roads.
    b. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.
5. Applicant shall meet and comply with the requirements of the **Department of Archeology and Historic Preservation**, including the following:
    a. Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. Our statewide predictive model indicates that there is a moderate-to-low probability of encountering cultural resources within the proposed project area. However, very few cultural resource studies have been performed in this area, and archaeological sites have been found on many landforms in Benton County. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be

conducted prior to ground disturbing activities. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.

b. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

c. Thank you for the opportunity to comment on this project and we look forward to receiving the survey report. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any hired cultural resource consultants and is attached to any communications or submitted reports.

d. For more information please contact Sydney Hanson, Transportation Archaeologist at (360) 586-3082 or Sydney.Hanson@dahp.wa.gov.

6. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:

a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

b. More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction.

c. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

d. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

e. If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 454-7872 or email at christopher.kossik@ecy.wa.gov.

7. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

   a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on March 25, 2021 (PCM 1.11).
      - The Washington State Department of Archeology and Historic Preservation recommendations as outlined in the letter dated June 3, 2021 (PCM 1.14);
      - The Benton County Public Works Department's road requirements as outlined in their letters dated June 7, 2021 and June 16, 2021 (PCM 1.15 and 1.18); and
      - The Washington State Department of Ecology recommendations as outlined in their letter dated June 7, 2021 (PCM 1.16).

   b. Per BCC 9.09.030(p) Development - Estate Fencing; double frontage lots are discouraged. To mitigate for this, an estate type fence or a 3-rail traditional ranch type fence shall be placed along the following locations:
      - The south parcel line of Lots 1, 12 and the east parcel line of Lot 11.
      - The fence shall be constructed in compliance with Benton County's road sightline standards for intersections.

   c. Please submit three possible names for each new road, containing between 3-12 characters. The possible names should not: contain non-letter characters, exceed two words in length, contain directional names (north, south), and should avoid similar sounding names to existing roads in the County and cities. Benton County GIS will review the proposed names for consistency with the road naming guidelines, cross check the proposed names against existing roads in Benton County, and will select one name for each road.
      - Please note the creation of a new County road may require existing addresses adjacent to the subject property to be changed to reflect the new road name.

   d. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

   e. Please remove references to the adjacent parcel owner names and parcel numbers on the final plat map.

   f. Short plat 1375 shows a drainage easement which appears to extend onto the subject property, please reference this drainage on the plat map if applicable.

   g. Please include the following signature blocks on the final plat:
      - Owner/notary
      - Benton County Engineer
      - Chairman of the Benton County Board of Commissioners
      - Chairman of the Benton County Planning Commission
      - Benton-Franklin Health District
      - Benton PUD

- Benton County Auditor
- Benton County Treasurer

h. The following notes shall be placed on the final plat:

- "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".
- "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."
- "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot."
- "All lots within this development are collectively limited to a maximum withdrawal of 5,000 gallons per day for domestic use from all individual exempt wells for the life of the development. Additionally, all lots are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre of total of non-commercial lawn or garden for all lots within the development cumulatively, not ½ acre per lot). However, more restrictive water withdrawal limits may be imposed, above and beyond the 5,000 gallon a day limitation and the ½ acre of non-commercial lawn or garden, as part of the County's Rural Water Supply Program."
- "Address numbers [noted in brackets] are subject to change until the exact location of access onto each lot is determined."
- "Per BCC 11.11.090, as currently existing and hereafter amended, all structures must be at least 25 feet back from all private road easements."
- "Benton County is not responsible for the construction and/or maintenance of private road easements."
- "The dedicated right-of-way located on Lots 6 and 7 may be extended to serve lots outside of this plat."
- "It is expressly declared and understood that Benton County has no duty, obligation or responsibility for the construction, upkeep, maintenance or repair of storm drainage facilities or drainage easements located outside of the County road right-of-way."

- "Portions of this plat are located within a critical resource area classified as geologically hazardous (steep slopes greater than 15%). Please contact the Benton County Planning Division for more information."
- "This property lies within 500 feet of a protected mineral resource site as designated on the on Mineral Resource Lands Map. A variety of commercial activities may occur that are not compatible with residential development. Please contact the Benton County Planning Division for further information."
- "This short plat is not located within an irrigation district."

8. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.

9. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.

10. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

11. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:

12. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.

13. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

14. Address numbers shall be coordinated with Benton County GIS and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.

15. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.

16. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.

17. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions

of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

N**OW, THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION**, through its chairman as authorized by motion of the Planning Commission, adopts these findings of fact and conditions with respect to File No. SUB 2021-004, the preliminary plat of Mammoth Acres and such plat is hereby recommended to the Board of County Commissioners for APPROVAL with eight (8) findings of fact and seventeen (17) conditions of approval.

8/13/21

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

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

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

PCM 2.1

REVISED STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	**CONTINUED PUBLIC HEARING SUB 2021-004** **Preliminary Plat of Mammoth Acres**
MEMO DATE:	August 9, 2021
CONTINUED HRG DATE:	August 10, 2021
APPLICANT:	Rob Duncan dba R3T Ventures, LLC 2410 N 4th Ave Pasco, WA 99301
OWNER:	John Vinyard 1417 Waterford Green Dr Marietta, GA 30068
LOCATION:	The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in the west 800 feet of the northeast quarter and that portion of the southeast quarter lying north of Clodfelter Road, in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.
PROPERTY SIZE:	Approximately 71.50 acres
AREA TO BE USED:	Approximately 67.18 acres
LAND USE:	Residential
COMP. PLAN:	Rural Remote
ZONING:	Rural Lands Five Acre District
SUGGESTED STAFF RECOMMENDATION:	**Positive recommendation** subject to eight (8) findings of fact and seventeen (17) conditions of approval.

APPLICATION SUMMARY

This item was scheduled before the Planning Commission on July 13, 2021 however due to a lack of a quorum of the Planning Commission members, the hearing was continued to August 10, 2021 at 6 p.m., in the Planning Meeting Room, First Floor, Courthouse, Prosser WA.

During this time the Public Works Department has done further review on their conditions of approval as it relates to E 297 PR SE and has discovered the existence of a 60-foot-wide parcel of unknown ownership located between the boundaries of short plats 1375, 2314, 2842 and 1085, located immediately east of the subject parcel. Based on this new information, they have submitted revised comments (PCM 2.2) and requirements for this subdivision.

Please find the new Findings of Fact and conditions of approval based on Public Works revised comments (PCM 2.2). Findings of Fact item number 1 within PCM 1.1 will no longer apply and are to be

replaced with the Findings of Fact outlined below. Conditions of Approval 2.a, 2.b, 5.c.ii, will 5.d.ii are to be replaced to reflect Public Works comments outlined in PCM 2.2 as noted below.

REVISED FINDINGS OF FACT:

2.a Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 2.2); and

2.b Reference the Benton County Public Works Department comments as it relates to roads and mitigation requirements (PCM 2.2).

5.c.ii Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 2.2).

5.d.ii Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 2.2).

1. Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots. The point at which 297 PR SE accesses Clodfelter Road is approximately½ mile distance closer to the urban area of nearby Kennewick than the access point provided for the development, and so will likely be used as a shortcut by residents of the development; and
2. Additional traffic to that portion of 297 PR SE between Clodfelter Road and the proposed road for the development from residents of the development is anticipated because it provides a shorter route to the nearest urban area; and
3. This additional traffic on the gravel private road will increase dust emissions for those living along the road and the maintenance burdens for those who pay to manage that portion of the road; and
4. The placement of signage indicating that the portion of 297 PR SE crossing parcel 123881008888888 is a private road to be used only by those authorized to do so is intended to mitigate against the potential use that portion of the private road by residents of the development.

REVISED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:
    a. During the review of the above subdivision Public Works discovered the existence of a 60' wide parcel of unknown ownership, parcel numbered 123881008888888 located between the boundaries of short plats 1375, 2341, 2842, and 1085. This parcel currently contains a portion of E 297 PR SE and the approach serving the parcels to the south. E 297 PR SE begins at Clodfelter Road and extends through the subject parcel of the proposed preliminary plat and continues west serving several other parcels. Public Works makes the following findings:
        - Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots. The point at which 297 PR SE accesses Clodfelter Road is approximately½ mile distance closer to the urban area of nearby Kennewick than the access point provided for the development, and so will likely be used as a shortcut by residents of the development.

- Additional traffic to that portion of297 PR SE between Clodfelter Road and the proposed road for the development from residents of the development is anticipated because it provides a shorter route to the nearest urban area.
- This additional traffic on the gravel private road will increase dust emissions for those living along the road and the maintenance burdens for those who pay to manage that portion of the road.
- The placement of signage indicating that the portion of 297 PR SE crossing parcel 123881008888888 is a private road to be used only by those authorized to do so is intended to mitigate against the potential use that portion of the private road by residents of the development.

b. In order to mitigate for the increased traffic impact to 297 PR SE, if requested by the County prior to final plat approval the developer shall provide a $287,500.00 bond for the potential future construction of a County road on parcel 123881008888888.

c. The Developer shall improve that portion of 297 PR SE lying east of the intersection of the proposed new County road (running north/south) contained wholly within parcel 123881000003000 to meet current County standards, and 60 feet of right of way shall be dedicated to the County. That portion West of the new proposed road shall remain in its current condition except for the addition of a paved road approach connecting to the new proposed road, following standard R-4 Urban Local Access. https://www.co.benton.wa.us/files/documents/R-4Standardasof4-25-_20172151135250305_I9AM.pdf

d. The Developer shall install 30"x24" signs with white background and black lettering stating "No Trespassing Private Road" on County right of way at each end of parcel 123881008888888.

e. Dedicate 60 feet for County right of way extending from the cul-de-sac to the North boundary line of lot 6 and 7.

f. Paved access to parcels 123881012842001, 123881012842003, 123881011085002, 123881011375002, 123881012341002 shall be provided to the new County road once constructed, following standard R-3.

g. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

h. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

i. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

j. The pavement return radius at all intersections shall be a minimum of 35 feet.

k. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

l. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

m. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

n. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

o. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

p. Add the following notes to the final plat:

- Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
- Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.
- No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.
- Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.
- No lot in this subdivision shall have direct access to Clodfelter Road.
- Access to all lots within this subdivision shall be restricted to [proposed County Road] and the approval of this plat does not itself provide legal access to any private access easements.

SUGGESTED MOTION:

The Planning Commission forwards a **recommendation of approval** to the Benton County Board of Commissioners for Application SUB 2021-004/EA 2021-014, subject to the eight (8) findings of fact and seventeen (17) conditions of approval as stated in the staff memos (PCM 1.1) dated June 18, 2021 and August 9, 2021 (PCM 2.1), which includes the preliminary plat approval for 12 residential lots and 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 that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

BENTON COUNTY WA
PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: DOUGLAS D'HONDT

CC: CRISTINA WOODS

DATE:8/9/2021

SUBJECT: PRELIMINARY PLAT – SUB 2021-004 MAMMOTH ACRES & EA 2021-014

Please add the following as conditions of final approval for the above reference plat:

1. During the review of the above subdivision Public Works discovered the existence of a 60' wide parcel of unknown ownership, parcel numbered 123881008888888 located between the boundaries of short plats 1375, 2341, 2842, and 1085. This parcel currently contains a portion of E 297 PR SE and the approach serving the parcels to the south. E 297 PR SE begins at Clodfelter Road and extends through the subject parcel of the proposed preliminary plat and continues west serving several other parcels. Public Works makes the following findings:
    a. Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots. The point at which 297 PR SE accesses Clodfelter Road is approximately ½ mile distance closer to the urban area of nearby Kennewick than the access point provided for the development, and so will likely be used as a shortcut by residents of the development.
    b. Additional traffic to that portion of 297 PR SE between Clodfelter Road and the proposed road for the development from residents of the development is anticipated because it provides a shorter route to the nearest urban area.
    c. This additional traffic on the gravel private road will increase dust emissions for those living along the road and the maintenance burdens for those who pay to manage that portion of the road.
    d. The placement of signage indicating that the portion of 297 PR SE crossing parcel 123881008888888 is a private road to be used only by those authorized to do so is intended to mitigate against the potential use that portion of the private road by residents of the development.

2. In order to mitigate for the increased traffic impact to 297 PR SE, if requested by the County prior to final plat approval the developer shall provide a $287,500.00 bond for the potential future construction of a County road on parcel 123881008888888.

3. The Developer shall improve that portion of 297 PR SE lying east of the intersection of the proposed new County road (running north/south) contained wholly within parcel 123881000003000 to meet current County standards, and 60 feet of right of way shall be dedicated to the County. That portion West of the new proposed road shall remain in its current condition except for the addition of a paved road approach connecting to the new proposed road, following standard R-4 Urban Local Access.

    https://www.co.benton.wa.us/files/documents/R-4Standardasof4-25-20172151135250305 19AM.pdf

4. The Developer shall install 30"x24" signs with white background and black lettering stating "No Trespassing Private Road" on County right of way at each end of parcel 123881008888888.

5. Dedicate 60 feet for County right of way extending from the cul-de-sac to the North boundary line of lot 6 and 7

6. Paved access to parcels 123881012842001, 123881012842003, 123881011085002, 123881011375002, 123881012341002 shall be provided to the new County road once constructed, following standard R-3

7. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington

8. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer

9. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed

10. The pavement return radius at all intersections shall be a minimum of 35 feet

11. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

12. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

13. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans

14. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement

15. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington

Add the following notes to the face of the final plat

1. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

2. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access

3. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

4. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations

5. No lot in this subdivision shall have direct access to Clodfelter Road

6. Access to all lots within this subdivision shall be restricted to [proposed County Road] and the approval of this plat does not itself provide legal access to any private access easements

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

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

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	**SUB 2021-004** **Preliminary Plat of Mammoth Acres**
MEMO DATE:	June 18, 2021
HEARING DATE:	July 13, 2021
APPLICANT:	Rob Duncan dba R3T Ventures, LLC 2410 N 4th Ave Pasco, WA 99301
OWNER:	John Vinyard 1417 Waterford Green Dr Marietta, GA 30068
LOCATION:	The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in the west 800 feet of the northeast quarter and that portion of the southeast quarter lying north of Clodfelter Road, in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.
PROPERTY SIZE:	Approximately 71.50 acres
AREA TO BE USED:	Approximately 67.18 acres
LAND USE:	Residential
COMP. PLAN:	Rural Remote
ZONING:	Rural Lands Five Acre District
SUGGESTED STAFF RECOMMENDATION:	**Positive recommendation** subject to eight (8) findings of fact and seventeen (17) conditions of approval.

APPLICATION DESCRIPTION

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 71.5 acres into 12 residential lots. The preliminary plat is known as Mammoth Acres. The land is zoned Rural Lands Five Acre District.

The average lot size in the development is approximately 5.60 acres and the lots are proposed to be served by a new public road, and individual well and septic systems.

The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on May 26, 2021 (PCM 1.7).
2. Planning Staff emailed out review packets to technical agencies on May 20, 2021.
3. A Notice of Public Hearing was published in the Prosser Record Bulletin on June 30, 2021 (PCM 1.3)
4. Property owners within 300 feet were mailed notice on June 24, 2021.
5. A SEPA Determination of Mitigated Non-Significance (MDNS) (PCM 1.9) was issued on June 10, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.
2. SEPA: BCC, Title 6, Chapter 6.35 Environmental Policy.
3. Subdivision Code: BCC, Title 9, Subdivision Regulations.
4. Zoning Code: BCC, Title 11, Zoning Regulations.
5. Critical Area Ord.: BCC, Title 15, Critical Areas- BCC 15.02 - 15.14.
6. RCW 58.17: Plats and Subdivisions.
7. Planning Commission/Open Record Hearing:

   Pursuant to BCC 9.05.070, an open record hearing on the proposed subdivision shall be held before the Planning Commission. The Planning Commission shall consider all relevant information, including but not limited to:

   a. The staff report by the Planning Division,
   b. Any written comments or concerns expressed by other reviewing agencies,
   c. Oral and written testimony from persons present at the hearing; and

   If the Planning Commission finds that additional information is needed, the Planning Commission may continue the hearing for up to thirty-five (35) days or such longer period as agreed to by the applicant and direct that the additional information be gathered.

AGENCY COMMENTS

1. Benton County Planning Division: See the suggested findings of fact and conditions of approval for the Planning Division's comments and requirements.
2. Benton County Public Works Department: See comments dated June 7 and June 16, 2021 (PCM 1.15 and 1.18).
3. Benton-Franklin Health District: See comments dated April 28, 2021 and June 9, 2021 (PCM 1.10 and 1.17).
4. Benton PUD: See comments dated May 26, 2021 (PCM 1.13).
5. Benton County Fire Marshal: See comments dated May 21, 2021 (PCM 1.12).
6. Washington State Department of Archeology & Historic Preservation: See comments dated June 3, 2021 (PCM 1.14).
7. Washington State Department of Ecology: See comments dated June 7, 2021 (PCM 1.16).

CRITERIA FOR FINDINGS OF FACT

1. Pursuant to **BCC 9.05.080, Consideration of Preliminary Subdivision**, the Benton County Planning Commission, after conducting an open record hearing and considering all information presented, shall forward a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation, the Planning Commission shall make the following written findings:
    a. That the proposed subdivision conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    b. That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
    c. That the proposed subdivision meets the requirements of BCC 9.05;
    d. That the public interest will be served by the proposed division and dedication;
    e. That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
    f. That the Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and
    g. If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.
2. **RCW 58.17.110 (1)(2)(3)(4). Approval or disapproval of subdivision - factors to be considered- conditions of approval**, including, (4) If water supply is to be provided by a groundwater withdrawal exempt from permitting under RCW 90.44.050, the applicant's compliance with RCW 90.44.050 and with applicable rules adopted pursuant to chapters 90.22 and 90.54 RCW is sufficient in determining appropriate provisions for water supply for a subdivision, dedication, or short subdivision under this chapter.

RECOMMENDATION

Benton County Planning staff will assist the Planning Commission with the determination of findings and conditions for the preliminary plat of Mammoth Acres - File Number SUB 2021-004.

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for the application SUB 2021-004, with the following suggested findings of fact, conditions of approval, and motion.

SUGGESTED FINDINGS OF FACT:

1. The proposed subdivision (PCM 1.4, application and PCM 1.5, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 71.50 -acre site is bordered on all sides by lands zoned Rural Lands Five Acre District.

ii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;

iii. The Benton County Comprehensive Plan designates this area as Rural Remote;

iv. Rural Remote is the predominant rural land use in the County. This land is located mostly between the agricultural lands (GMA Agriculture), Rural Transition, and the Urban Growth Areas. Rural Remote land use is intended to enhance and preserve the County's rural character, which includes rural open space, low densities, wildlife habitat, public open space for outdoor recreational activities, and rural home sites on which a limited range of agricultural activities may be conducted. Allowable density in Rural Remote land use is 1Du/5acres.

v. The site is zoned Rural Lands Five Acre District (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District;

vi. The smallest lot size is 5.00 acres and the average lot size for this plat is 5.60 acres;

vii. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and

viii. The creation of 12 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan.

b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

i. The property is zoned Rural Lands Five Acre (RL-5). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-5 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, the following critical areas were identified on the subject property: Geologically Hazardous Areas (steep slopes of 15% or greater).

ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. During the SEPA comment period the following comments were received:

1. Washington State Department of Archeology and Historic Preservation (PCM 1.14) recommended a professional archeological survey of the project area be conducted.
2. Benton County Public Works Department required a portion of an existing private road to be dedicated and constructed to County standards to mitigate for traffic impacts generated by the proposed development.
3. Washington State Department of Ecology is requesting the applicant obtain a NPDES Construction Stormwater General Permit.

iii. An MDNS with mitigation/conditions (PCM 1.9) was issued for the project on June 10, 2021.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
   a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.15); and
   b. Reference the Benton County Public Works Department comments as it relates to roads and mitigation requirements (PCM 1.15 and PCM 1.18).
3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;
   a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;
4. The public interest will be served by the proposed division and dedication;
   a. The creation of 12 residential lots in the RL-5 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and
   b. Benton County standards are to be complied with including the construction and dedication of the new public road.
5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
   a. Appropriate provisions have been made for the public health and safety based on the following facts:
      i. The applicant has proposed that the preliminary plat be served by individual well and septic systems;
      ii. The Benton Franklin Health District has reviewed the preliminary plat and finds that the proposal generally meets their requirements for plats utilizing onsite sewage disposal systems and onsite single-family water supply; and
   b. Appropriate provisions have been made for open spaces based on the following facts:
      i. The proposed subdivision does not contain land to be designated for open space.
   c. Appropriate provisions have been made for drainage ways based on the following facts:
      i. Harms Engineering, Inc. prepared a preliminary stormwater drainage report for the applicants of Mammoth Acres dated May 6, 2021 (PCM 1.7). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development;

ii. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.15 and PCM 1.18).

d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

i. The public interest will be served by the proposed division and dedication as the Benton County Road Department standards are to be complied with including the construction and dedication of new public roads; and

ii. Reference the Benton County Public Works Department comments as it relates to road and mitigation requirements (PCM 1.15 and PCM 1.18).

di. Appropriate provisions have been made for transit stops based on the following facts:

i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

dii. Adequate provisions have been made for potable water supplies based on the following facts:

i. The project is located in the Lower Yakima Watershed, WRIA 37;

ii. Per the Groundwater Permit Exemption (RCW 90.44.050), water for domestic uses does not require a Department of Ecology water right permit if the development contains 14 or less lots. Landowners are eligible to drill an individual well on each lot to provide domestic water.

iii. The County, in accordance with RCW 58.17.110, is required to ensure that appropriate provisions have been made for potable water supplies prior to the approval of a subdivision. The County has completed its review in accordance with this requirement, and through the submittal of well logs and supplemental written record materials, has determined that potable water supplies are both legally and physically/factually available for this proposed development. The potable water supplies identified from the submitted well logs and supplemental written record materials are from both a shallow unconfined aquifer, and a deeper basalt confined aquifer.

iv. The development consists of 12 single family lots and the development is collectively limited to a maximum of 5,000 gallons per day withdrawal. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). Based upon an average household use of approximately 350 gallons per day, this development will be less than 5,000 gallons per day.

v. An offsite irrigation source is not proposed for the development's lots.

vi. The Benton-Franklin Health District has reviewed the proposal and find that it generally meets their requirements provided all conditions of approval as listed in the letter dated June 9, 2021 (PCM 1.10 and 1.17) are satisfied.

diii. Adequate provisions have been made for sanitary waste based on the following facts:

i. All lots in the development are proposed to be served by individual septic systems.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

   i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

   i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

   a. The Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision;

   b. Reference the BFHD comments as it relates to this preliminary plat (PCM 1.13).

7. The proposed subdivision is not located within an irrigation district; and

8. RCW 58.17.110 (1)(2)(3)(4). Approval or disapproval of subdivision - factors to be considered-conditions of approval, including, (4) If water supply is to be provided by a groundwater withdrawal exempt from permitting under RCW 90.44.050, the applicant's compliance with RCW 90.44.050 and with applicable rules adopted pursuant to chapters 90.22 and 90.54 RCW is sufficient in determining appropriate provisions for water supply for a subdivision, dedication, or short subdivision under this chapter.

   a. The proposed plat is consistent with RCW 58.17.110 (1)(2)(3)(4). The plat is to be provided potable water from individual groundwater wells.

   b. The development is collectively limited to a maximum withdrawal of 5,000 gallons per day for domestic use from all individual exempt wells within the development for the life of the development. Based upon an average household use of approximately 350 gallons per day according to the Washington State Department of Health, this development's use will be less than 5,000 gallons per day. Additionally, all lots that are part of this development are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre total of non-commercial lawn or garden for all lots within the development combined). However, more restrictive water withdrawal limits may be imposed, above and beyond the 5,000 gallon a day limitation and the ½ acre of non-commercial lawn or garden, as part of the County's Rural Water Supply Program.

SUGGESTED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

   a. During the review of the above subdivision Public Works discovered the existence of a parcel of unknown ownership, parcel numbered 123881008888888 where 297 PR SE runs

through the length of that parcel and through 123881000003000, the parcel being subdivided. Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots, as their gravel access will likely be used as a short cut. Additional traffic to that portion of 297 PR SE between Clodfelter Road and the proposed road for the development from the development is anticipated. This will impact those who pay to manage that portion of the road and will increase dust emissions. It will also require the road to serve more parcels than currently allowed by County code. Therefore, this portion of the road shall be constructed to county road standard and the underlying 60 feet of property shall be dedicated as county right-of-way the entire length.

b. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.
c. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.
d. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed
e. The pavement return radius at all intersections shall be a minimum of 35 feet.
f. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.
g. The developer shall provide a complete storm water runoff report developed in accordance with the Storm water Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.
h. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.
i. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.
j. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.
k. Dedicate 60 feet for County right of way extending from the cul-de-sac to the boundary line of lot 6 and 7.
l. Existing multi use access to Clodfelter shall be improved to meet current County standards.

m. Access to parcels 123881012842001, 123881012842003, 123881011085002, 123881011375002, 123881012341002 shall be provided to the new County road, following standard R-3.
   - Public Works is requesting mitigation to the impact this development will have to the existing residents being served by 297 PR SE. The portion of 297 PR SE on parcel 123881008888888 and the portion East of the new proposed road shall be improved to meet current County standards, and 60 feet of right of way shall be dedicated to the County. That portion West of the new proposed road shall remain in its current condition except for the addition of a paved road approach connecting to the new proposed road, following standard R-4.

n. Pave the access from E 297 PR SE to the proposed new road following standard R-4 Urban Local Access; https://www.co.benton.wa.us/files/documents/R-4Standardasof4-25-20172151135250305l9AM.pdf.

o. Please add the following notes to the face of the final plat:
   - Benton County is not responsible for the maintenance or upkeep of any storm water retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.
   - Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.
   - No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.
   - Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.
   - No lot in this subdivision shall have direct access to Clodfelter Road.
   - Lots 4 and 5 shall not have direct access to 297 PR SE.

p. For more information please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**.

   a. Please add the following note to the plat map:
      - “This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department’s approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date.”

3. Applicant shall meet and comply with the requirements of the **Benton PUD**, including the following:

a. A 10.00-foot utility easement needs to be provided along all roads, between each parcel and where the existing overhead power runs east to west in the access road.

b. BPUD will need to be informed of any need for three phase power for well pumps prior to power layout.

c. For more information please contact Tina Glines at 509-582-1241.

4. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. If driveways are 200' (feet) or more, the applicant or new lot owners must comply with BCC 3.18.045 for Driveways and Private Roads.

   b. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

5. Applicant shall meet and comply with the requirements of the **Department of Archeology and Historic Preservation**, including the following:

   a. Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. Our statewide predictive model indicates that there is a moderate-to-low probability of encountering cultural resources within the proposed project area. However, very few cultural resource studies have been performed in this area, and archaeological sites have been found on many landforms in Benton County. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted prior to ground disturbing activities. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.

   b. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

   c. Thank you for the opportunity to comment on this project and we look forward to receiving the survey report. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any hired cultural resource consultants and is attached to any communications or submitted reports.

   d. For more information please contact Sydney Hanson, Transportation Archaeologist at (360) 586-3082 or Sydney.Hanson@dahp.wa.gov.

6. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:

   a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

b. More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction.

c. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

d. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

e. If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 454-7872 or email at christopher.kossik@ecy.wa.gov.

7. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

a. The applicant shall meet and comply with the SEPA Determination for this application, including the MDNS with mitigation/conditions issued by the Planning Division on March 25, 2021 (PCM 1.11).
   - The Washington State Department of Archeology and Historic Preservation recommendations as outlined in the letter dated June 3, 2021 (PCM 1.14);
   - The Benton County Public Works Department's road requirements as outlined in their letters dated June 7, 2021 and June 16, 2021 (PCM 1.15 and 1.18); and
   - The Washington State Department of Ecology recommendations as outlined in their letter dated June 7, 2021 (PCM 1.16).

b. Per BCC 9.09.030(p) Development - Estate Fencing; double frontage lots are discouraged. To mitigate for this, an estate type fence or a 3-rail traditional ranch type fence shall be placed along the following locations:
   - The south parcel line of Lots 1, 12 and the east parcel line of Lot 11.
   - The fence shall be constructed in compliance with Benton County's road sightline standards for intersections.

c. Please submit three possible names for each new road, containing between 3-12 characters. The possible names should not: contain non-letter characters, exceed two words in length, contain directional names (north, south), and should avoid similar sounding names

to existing roads in the County and cities. Benton County GIS will review the proposed names for consistency with the road naming guidelines, cross check the proposed names against existing roads in Benton County, and will select one name for each road.

- Please note the creation of a new County road may require existing addresses adjacent to the subject property to be changed to reflect the new road name.

d. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

e. Please remove references to the adjacent parcel owner names and parcel numbers on the final plat map.

f. Short plat 1375 shows a drainage easement which appears to extend onto the subject property, please reference this drainage on the plat map if applicable.

g. Please include the following signature blocks on the final plat:

- Owner/notary
- Benton County Engineer
- Chairman of the Benton County Board of Commissioners
- Chairman of the Benton County Planning Commission
- Benton-Franklin Health District
- Benton PUD
- Benton County Auditor
- Benton County Treasurer

h. The following notes shall be placed on the final plat:

- "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".
- "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."
- "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050, as currently existing and hereafter amended, regarding public ground water. The applicant must demonstrate that potable water is legally available by presenting (A) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (B) a water well report filed and received by the Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050, as currently existing and hereafter amended; or (C) a written approval of the Washington State Department of Health that a group A or group B public water supply system has been installed and is available for providing potable water to the lot."
- "All lots within this development are collectively limited to a maximum withdrawal of 5,000 gallons per day for domestic use from all individual exempt wells for the life of

the development. Additionally, all lots are collectively limited to no more than ½ acre of non-commercial lawn or garden for the life of the development if irrigation is to be provided to the lots by the permit exempt well(s) (½ acre of total of non-commercial lawn or garden for all lots within the development cumulatively, not ½ acre per lot). However, more restrictive water withdrawal limits may be imposed, above and beyond the 5,000 gallon a day limitation and the ½ acre of non-commercial lawn or garden, as part of the County's Rural Water Supply Program."

- "Address numbers [noted in brackets] are subject to change until the exact location of access onto each lot is determined."
- "Per BCC 11.11.090, as currently existing and hereafter amended, all structures must be at least 25 feet back from all private road easements."
- "Benton County is not responsible for the construction and/or maintenance of private road easements."
- "The dedicated right-of-way located on Lots 6 and 7 may be extended to serve lots outside of this plat."
- "It is expressly declared and understood that Benton County has no duty, obligation or responsibility for the construction, upkeep, maintenance or repair of storm drainage facilities or drainage easements located outside of the County road right-of-way."
- "Portions of this plat are located within a critical resource area classified as geologically hazardous (steep slopes greater than 15%). Please contact the Benton County Planning Division for more information."
- "This property lies within 500 feet of a protected mineral resource site as designated on the on Mineral Resource Lands Map. A variety of commercial activities may occur that are not compatible with residential development. Please contact the Benton County Planning Division for further information."
- "This short plat is not located within an irrigation district."

8. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.

9. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.

10. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

11. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:

12. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.

13. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing

agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

14. Address numbers shall be coordinated with Benton County GIS and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.

15. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.

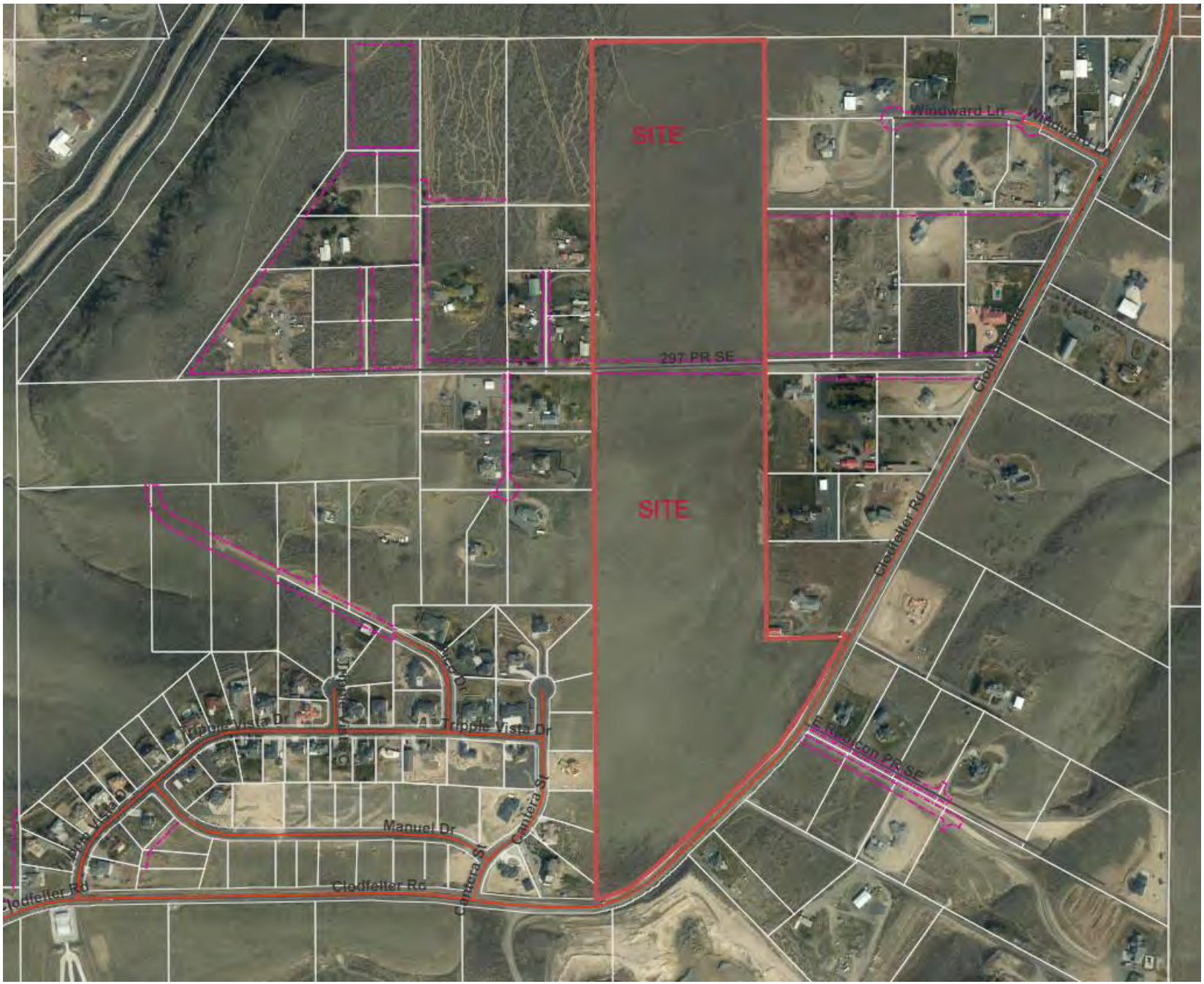
16. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.

17. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

SUGGESTED MOTION:

The Planning Commission forwards a **recommendation of approval** to the Benton County Board of Commissioners for Application SUB 2021-004/EA 2021-014, subject to the eight (8) findings of fact and seventeen (17) conditions of approval as stated in the staff memo (PCM 1.1) dated June 18, 2021, which includes the preliminary plat approval for 12 residential lots and 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 that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

SUB 2021-004 and EA 2021-014 Vicinity Map
Mammoth Acres Preliminary Plat - May 20, 2021

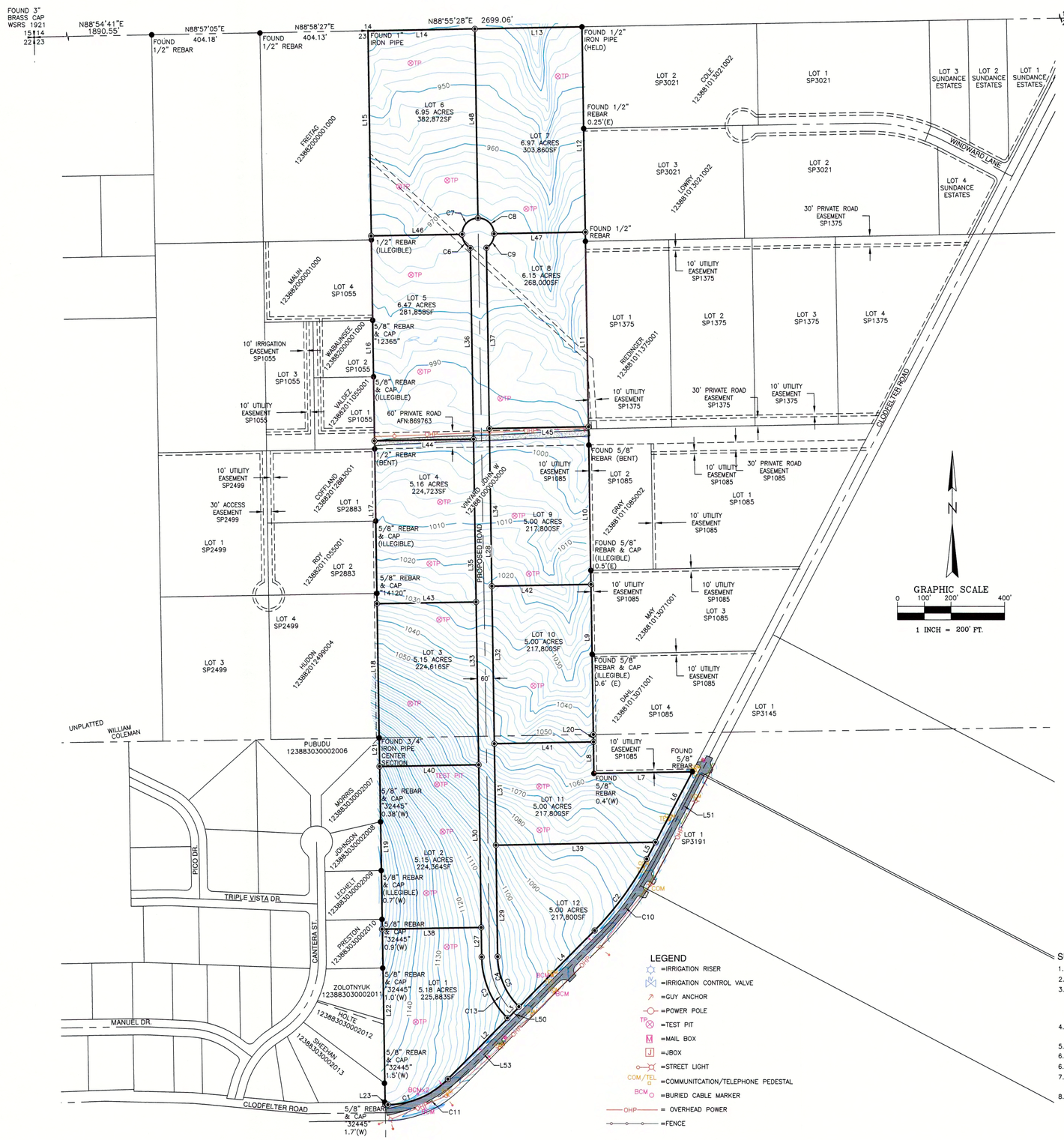


PCM 1.5

PRELIMINARY PLAT FOR MAMMOTH ACRES

PORTION OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON

VICINITY MAP



DESCRIPTION

THE WEST 800 FEET OF THE NORTHEAST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER LYING NORTH OF CLODFELTER ROAD, EXCEPT THAT PORTION OF THE NORTH 145 FEET THEREOF LYING EAST OF THE WEST 800 FEET OF SAID SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 8 NORTH, 28 EAST, W.M., BENTON COUNTY, WASHINGTON. (TITLE)

THE PORTION OF SECTION 23, TOWNSHIP 8, RANGE 28 DEFINED AS FOLLOWS: THE WEST 800.00 FEET OF THE NORTHEAST QUARTER, SUBJECT TO FUTURE ROAD EASEMENTS. AND THE PORTION OF THE SOUTHEAST QUARTER LYING NORTH OF CLODFELTER ROAD, EXCEPT THAT PORTION OF THE NORTH 145.00 FEET THEREOF LYING EAST OF THE WEST 800.00 FEET OF SAID SOUTHEAST QUARTER. (SPATELIST BC ASSESSOR)

Line Table		
Line #	Length	Direction
L2	318.52	S44°33'54"W
L3	60.00	S44°33'54"W
L4	401.17	S44°33'54"W
L5	70.44	N27°33'27"E
L6	296.99	N27°33'27"E
L7	367.86	S89°03'54"W
L8	117.38	S01°01'55"E
L9	560.56	N00°57'40"W
L10	588.02	N00°57'40"W
L11	726.31	N00°57'40"W
L12	765.72	N00°57'40"W
L13	2699.09	N88°55'28"E
L14	2699.09	N88°55'28"E
L15	765.12	N00°57'40"W
L16	764.99	N00°57'40"W
L17	607.47	N00°57'40"W

Line Table		
Line #	Length	Direction
L18	501.05	N00°57'40"W
L19	607.43	S01°01'55"E
L20	27.60	S01°01'55"E
L21	106.39	S01°01'55"E
L22	645.84	S01°01'55"E
L23	10.01	S01°01'55"E
L27	110.34	S00°58'12"E
L28	2697.78	S00°58'12"E
L29	416.47	S00°58'12"E
L30	607.43	S00°58'12"E
L31	378.79	S00°58'12"E
L32	588.16	S00°58'12"E
L33	607.45	S00°58'12"E
L34	588.01	S00°58'12"E
L35	607.47	S00°58'12"E
L36	713.14	S00°58'12"E

Line Table		
Line #	Length	Direction
L37	674.39	S00°58'12"E
L38	368.96	S88°58'03"W
L39	596.07	S88°58'03"W
L40	369.62	S88°58'03"W
L41	369.92	S88°58'03"W
L42	369.98	S88°58'03"W
L43	369.66	N88°58'03"E
L44	370.17	S88°58'03"W
L45	370.07	S88°58'03"W
L46	340.16	S88°58'03"W
L47	340.18	S88°58'03"W
L48	705.36	N00°58'12"W
L50	32.70	S45°03'25"E
L51	3519.40	N27°33'27"E
L53	771.44	S44°33'54"W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.08	320.00	44°46'36"	S66°57'13"W	243.77
C2	331.21	1115.80	17°00'27"	N36°03'41"E	330.00
C3	253.90	329.97	44°05'14"	S23°00'49"E	247.68
C4	230.82	299.97	44°05'14"	S23°00'49"E	225.16
C5	207.73	269.97	44°05'14"	S23°00'49"E	202.65
C6	62.69	59.99	59°52'12"	S31°02'05"E	59.88
C7	94.37	59.99	90°07'48"	S43°57'55"W	84.94
C8	94.24	59.99	90°00'16"	N45°58'03"W	84.85
C9	62.82	59.99	59°59'44"	N29°01'57"E	59.99
C10	340.12	1145.80	17°00'27"	N36°03'41"E	338.87
C11	289.16	370.00	44°46'36"	S66°57'13"W	281.85
C12	230.84	300.00	44°05'14"	S22°08'06"E	225.19
C13	230.82	299.97	44°05'14"	S23°00'49"E	225.16

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: APRIL 2021.
2. BASIS OF BEARING: NAD83(93) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. UNITS OF MEASURE: US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000104457 TO ACHIEVE GROUND DISTANCES. REFERENCE SURVEY AND LOT AREAS ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999895554 TO ACHIEVE SURVEYED GRID DISTANCES.
4. EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
5. ● FOUND AS NOTED.
6. ◉ SET 5/8" REBAR & CAP STAMPED "PERMIT 54534"
6. REFERENCE SURVEY: RECORD OF SURVEY NO. 4720, AUDITOR'S FILE NO. 2016-007807.
7. CONTOURS: 2' CONTOURS DERIVED FROM GROUND SURVEY WITH AN ACCURACY OF 1/10TH THE CONTOUR INTERVALS.
8. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR A PRELIMINARY PLAT APPLICATION.

PRE-PLAT NOTES

1. OWNER: JOHN W. VINYARD
2. ADDRESS: UNDETERMINED WA (MAILING: 1417 WATERFORD GREEN DR MARIETTA, GA 30068-2910)
3. PARCEL NO. 123881000003000
4. DEVELOPING AREA: 67.30 ACRES (ASSESSOR) 71.50 ACRES (SURVEY)
5. ZONING: RL-5
6. ACREAGE PROPOSED LOT SIZE: ~5.00 ACRES
7. EXISTING USE: VACANT
8. PROPOSED USE: RESIDENTIAL

DEVELOPER:

ROB DUNCAN
R3T VENTURES
2410 N 4TH AVE
PASCO WA 99301
DIRECT: (403)795-5101
EMAIL: RRDUNCAN@NEWWAYGROUP.CA

ENGINEER:

CHRISTY BATAYOLA, PE
PRESIDENT
632 W SYLVESTER STREET
PASCO WA 99301
(O) 509.547.2679
(M) 509.308.0805
CHRISTINE@HARMSENGINEERING.COM
HARMSENGINEERING.COM

SURVEYOR'S CERTIFICATION

I, ASHLEY D. GARZA, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

PRELIMINARY

ASHLEY D. GARZA DATE
CERTIFICATE NO. 54534

ASHLEY D. GARZA STATE OF WASHINGTON 54534 REGISTERED PROFESSIONAL LAND SURVEYOR PRELIMINARY

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

PROJECT NO.	20157
DRAWN BY:	SDA
CHECKED BY:	ADG
SCALE:	1" = 200'
	04/25/21
SHEET	1 OF 1

R3T VENTURES

PRELIMINARY PLAT AT CLODFELTER ROAD KENNEWICK, WASHINGTON

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

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

PCM 1.3

NOTICE OF OPEN RECORD HEARING

NOTICE IS GIVEN that the following application will be considered by the Benton County Planning Commission at a public hearing on Tuesday, July 13, 2021, at 6 p.m. via in person and virtual meeting format in the Meeting Room on the first floor of the Courthouse, 620 Market Street, Prosser WA. The entry to the meeting room is located off of Main Street on the East side of the Courthouse. (see below for more information).

SUB 2021-004 - for the preliminary plat of Mammoth Acres, a subdivision of 71.5 acres into 12 lots with an average lot size of 5.60 acres located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000 - Project Applicant: Ron Duncan, Pasco WA 99301

NOTICE IS FURTHER GIVEN that the proposed Subdivision have been reviewed under the requirements of the State Environmental Policy Act and a Mitigated Determination of Non-Significance (DNS) was issued on June 10, 2021. Accordingly, an Environmental Impact Statement was not required on the proposal. Any comments regarding this determination and the environmental impacts of the proposal can be made at the Planning Commission Hearing or in writing to the Benton County Planning Department by 3 p.m. on July 12, 2021.

In an effort to continue to provide public access to the Planning Commission meetings, Benton County will be providing both in person, telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. A map to the meeting room will be posted on our website at the link below. 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 via WebEx on the proposal before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. You must submit a request form to participate for each hearing that you wish to attend. If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

At this hearing, the Planning Commission may recommend approval, conditional approval, or disapproval of the applications to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the application per the phone in instructions above. Information concerning the applications can be obtained at the Benton County Planning Department, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated at Prosser, Washington on this 23rd day of June 2021.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Greg Wendt, Director
COMMUNITY DEVELOPMENT DEPT.

PUBLISH ON: June 30, 2021

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. SUB 2021-004

RECEIVED
MAY 7 2021
Benton Co. Planning Dept.

Subdivision Name: Mammoth Acres

1. Applicant Name: Rob Duncan
   Applicant Address: 2410 N 4th Ave, Pasco Wa, 99301
   Telephone number: Home Work 4037955101

2. If you wish to be contacted via email, please list your email address:
   rrduncan@newwaygroup.ca

3. Legal Owners Name: John W Vinyard
   Legal Owners Address: 1417 Waterford Green Dr. Marietta, GA 30068
   Telephone number: Home 7706425433 Work 7703293791

4. Name and address of land surveyor Permit Surveying Inc - Ashley Garza
   2245 Robertson Dr. Richland Washington 99354
   Telephone 509 901 8753

5. Name and address of engineer Harms Engineering - Christy Harms
   1632 W Sylvester St, Pasco, Wa 99301
   Telephone 509 547 2679

6. Parcel number and Legal description of property included in the preliminary plat:
   1-2388-100-0003-000
   Please see plat map for Legal description

7. **Land Use Information:**
   a. Total area involved 71.5
   b. Total number of lots 12
   c. Smallest lot area 5.0 acres
   d. Average lot area 5.6 acres

e. Acreage in parks 0

f. Length of public streets 2960

g. Total acreage of public streets 4.2 acres

8. Proposed annexation plans None

9. Plat will be served by:
Water: Individual Wells X City Water _____

Name of City Provider NA

Private Water System _____ Name & Address of Private System _____

_____

Sewer: Septic Tank X City Sewer _____ Private System X

Power: P.U.D. X R.E.A. _____

Telephone: Frontier Telephone _____ Sprint Telephone _____

Natural Gas: Yes _____ No X Name of Utility _____

Cable T.V. Yes _____ No X Name of Utility _____

Irrigation: Yes _____ No X Name of Utility _____

Private Irrigation Lines: Yes X No _____

10. School District Kennewick

11. Fire District Kennewick

12. Any other comments or information that is significant _____

_____

_____

13. Will this plat be finalized in phases? Yes _____ No X If so, how many? 1 Phase

14. Comprehensive Plan Designation _____

15. Zoning Designation RL - 5

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	John W Vinyard V	4/15/21
	Print Name	Date
Signature of Person with additional ownership interest	Print Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: R3T VENTURES LLC

By: ROB DUNCAN (print name), PRESIDENT (Title)

Signature: _____ (Signature), _____ (Title)

The above signed officer of R3T VENTURES LLC (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit ROB DUNCAN to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

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

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

PCM 1.7

Notice of Application - Optional DNS Process

Benton County has received a preliminary plat application and environmental checklist for the following project:

Date of permit application: **May 7, 2021**
Date of determination of completeness: **May 20, 2021**
Date of Notice of Application: **May 20, 2021**
Comment due date: **14 days from publication of this notice**
Date of Notice of Application Publication: **May 26, 2021**

Agency Contact: Michelle Cooke, Benton County Assistant Planning Manager
michelle.cooke@co.benton.wa.us, (509) 786-5612

Agency File Number(s): SUB 2021-004 and EA 2021-014

Project Description: The preliminary plat of Mammoth Acres for the subdivision of 71.5 acres into 12 lots with an average lot size of 5.60 acres.

Project Location: The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in the west 800 feet of the northeast quarter and that portion of the southeast quarter lying north of Clodfelter Road, in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.

Project Applicant: Rob Duncan, 2410 N. 4th, Pasco, WA 99301

SEPA Environmental Review: The Benton County Planning Division has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS). The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. Comments must be submitted 14 days from date of publication to the Benton County Planning Division, P.O. Box 910, Prosser, WA 99350. Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

Preliminary Development Regulations and Existing Environmental Documents: To evaluate the impacts of the proposed project, the following may be used for mitigation, consistency, and the development of findings and conclusions:

Benton County Code, including BCC Title 15 CAO, BCC Title 6.35 SEPA, Comprehensive Plan, BCC Title 9-Subdivision Regulations, BCC Title 11-Zoning Regulations, Department of Ecology, and the SEPA Environmental Checklist, signed May 6, 2021.

Other required agency evaluations, approvals, permits, and mitigation as necessary.

Required Permits:
Benton County Building Division Grading Permit and other forms, reports, or approvals as necessary.

Required Studies:
Unknown at this time.

This project does require an open record hearing before the Planning Commission and a closed record hearing before the Board of County Commissioners. A copy of the subsequent threshold determination and any other information concerning this action may be obtained by contacting the Benton County Planning Division at P.O. Box 910, Prosser, WA, (509) 786-5612.

Dated at Prosser Washington on this 20th day of May 2021.

Michelle Cooke, Assistant Planning Manager
Benton County Planning Division

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

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

PCM 1.8

MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Proponent:
R3T Ventures, LLC
Rob Duncan
2410 N 4th Ave
Pasco, WA 99301

File No. EA 2021-014

Project Description: The applicant is proposing a preliminary plat with 12 residential lots on 71.50 acres with an average lot size of 5.60 acres.

Project Location: The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in the west 800 feet of the northeast quarter and that portion of the southeast quarter lying north of Clodfelter Road, in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.

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)(3), provided that the following measures are taken to mitigate potential adverse impacts. Substantive authority to require mitigation is derived from WAC 197-11-660 and Benton County Code, Chapter 6.35.120. 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 MDNS is issued under WAC 197-11-355; no additional comments are being requested.

Conditions/Mitigating Measures: See Attached.

Appeals: You may appeal this determination to the Benton County Planning Division at Post Office Box 910, Prosser, WA 99350, no later than June 24, 2021 by written notice. The fee for a threshold determination appeal is $700.00. An appeal of the determination must be made in writing to the Benton County Planning Division and a public hearing will be scheduled and the appellant will be notified of the date, time, and place. You should be prepared to make specific factual objections. Contact the Planning Division to read or ask about the procedures for SEPA appeals.

SEPA Responsible Official: Greg Wendt
Position/Title: Planning Manager
Address: P.O. Box 910, Prosser WA 99350

Date**: June 10, 2021**

Greg Wendt, Planning Manager

DISTRIBUTION:
Benton County Building Division
Department of Natural Resources -Ellensburg
Department of Natural Resources - Olympia
Benton Clean Air Authority
Benton County Engineer/Public Works
Benton-Franklin Health District
Department of Transportation
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Benton County Fire Marshal
Dept. of Fish and Wildlife
Bureau of Reclamation
Bureau of Land Management
Fire District # 1
Futurewise
Department of Archaeology/Historic Preservation
Dept. of Ecology - Former Orchard Division
City of Kennewick

CONDITIONS/MITIGATION MEASURES

File No.: EA 2021-014- Mammoth Acres Subdivision

Applicant:
R3T Ventures, LLC
Rob Duncan
2410 N 4th Ave
Pasco, WA 99301

Documents and Regulations:

The environment threshold determination and conditions are based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Ecology and Department of Archaeology and Historic Preservation; and
9. Application submittal materials including a preliminary hydrology report, dated May 6, 2021 and SEPA Environmental Checklist dated May 7, 2021.

Findings:

1. Location:
   a. The site is located approximately 1,000 feet east of the intersection of Cantera Street and Clodfelter Road in the west 800 feet of the northeast quarter and that portion of the southeast quarter lying north of Clodfelter Road, in Section 23, Township 8 North, Range 28 East, W.M. on parcel number 1-2388-100-0003-000.
2. Benton County, BCC Title 11, Zoning:
   a. The zoning designation for the project area is Rural Lands 5-Acre (RL-5). This zoning district has a minimum lot size of five acres; and
   b. A single-family home is an allowed use in the RL-5 Zoning District.
3. Benton County, BCC Title 9, Subdivisions:
   a. Applicant has applied for preliminary plat consideration in accordance with BCC 9.05 Preliminary Plats.
4. Benton County Comprehensive Plan:
   a. The property is designated Rural Remote in the Benton County Comprehensive Plan.
5. Benton County, BCC Title 15, Critical Area Ordinance:
   a. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps,

no designated critical areas have been identified on this property. A critical area report is not required for the processing of a preliminary plat at this location.

b. Wetlands: None identified.

c. Critical Aquifer Recharge Area: None identified.

d. Fish and Wildlife Habitat Conservation Area: None identified.

e. Frequently Flooded Areas: None identified.

f. Geologically Hazardous Areas: None identified.

6. The applicant is proposing a preliminary plat with 12 residential lots on 71.50 acres with an average lots size of 5.60 acres.

7. The applicant submitted the following materials for the SEPA review process:

   a. Preliminary hydrology report, dated May 6, 2021; and

   b. SEPA Environmental Checklist dated May 7, 2021.

8. During the SEPA comment period, the State of Washington Department of Archaeology & Historic Preservation commented (see letter dated June 3, 2021) that the project site has the potential to contain archaeological resources. DAHP requested the applicant conduct a professional archaeological survey of the project area prior to ground disturbing activities.

9. During the SEPA comment period, the State of Washington Department of Ecology commented (see letter dated June 7, 2021) that a NPDES Construction Stormwater General Permit is recommended if the project anticipates disturbing ground with the potential for stormwater discharge off-site.

10. During the SEPA comment period, Benton County Public Works commented (see letter dated June 7, 2021) on requirements for road construction, stormwater, signage, survey monuments and drainage easements.

Conditions:

The applicant must complete and comply with the following mitigating conditions for this Mitigated Determination of Non-Significance (MDNS).

1. **Benton County Planning Division**. Meet and comply with BCC Title 9, Subdivisions, including preliminary and final plat requirements, if approved. Contact Benton County Planning Division at 509-786-5612;

2. **Benton County Public Works Department**. Meet and comply with the Benton County Public Works Department requirements stated in the comment letter dated June 7, 2021. For question, please contact Cristina Woods at 509-786-5611.

3. **Benton Clean Air Agency**. Prior to any excavations or construction at the site, the applicant shall meet and comply with the permitting requirements and standards of the Benton Clean Air Agency;

4. **Washington State Department of Ecology**. Meet and comply with Ecology requirements for all activities at the site including obtaining a NPDES Construction Stormwater General Permit as outlined in the comment letter dated June 7, 2021;

5. **Benton Franklin Health District.** Meet and comply with Health District requirements for all activities at the site.

6. **State of Washington Department of Archaeology & Historic Preservation.** Meet and comply with DAHP requirements and recommendations stated in comment letters dated June 3,

2021 prior to ground disturbing activities. A note shall be placed on the subdivision plat specifying DAHP requirements and permitting. If you have questions regarding DAHP permitting, please contact Sydney Hanson at 360-280-7563 or sydney.hanson@dahp.wa.gov.

File No. EA 2021-014

RECEIVED
MAY 7 2021

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [HELP]

1. Name of proposed project, if applicable:

Mammoth Acres

2. Name of applicant: R3T Ventures LLC

3. Address and phone number of applicant and contact person: 2410 N 4th Ave, Pasco Washington, 99301 Rob Duncan 403-795-5101 Tyler Duncan 403-795-5842

4. Date checklist prepared:
4/26/2021

5. Agency requesting checklist:
Benton County

6. Proposed timing or schedule (including phasing, if applicable):

Begin Construction: 7/2021

End Construction: 10/2021

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Homes will be constructed on the lots.

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.

No

10. List any government approvals or permits that will be needed for your proposal, if known.

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.)

Parcel 123881000003000 is 71.5 acres and will be subdivided into lots averaging 5 acres, divided lots will be used for homesites. Infrastructure including a road, utilities etc. will be provided to the site in compliance with the Benton County stanadard specifications and details.

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.

Parcel No. 123881000003000
Address: Clodfelter Road
Portion of the East ½ of Section 23, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington.
As for legal description please see preliminary plat map 20157

B. Environmental Elements [HELP]

1. *Earth* [help]

a. General description of the site:
Rolling, Property slopes down from south to north
(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?
Approximately 30% in the center of the site.

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.

The site is comprised of mostly warden silt loam. There is no agricultural long term significance. No soil is anticipated to be removed.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

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.

The site will be graded to balance cut and fill quantities, only subject to the requirements of the County Road which will be less than 4.2 acres

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Yes, erosion could occur due to rain on unprotected slopes during construction and due to wind on unstabilized soils.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 6%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Best management practices such as silt fences and water trucks will be used on site during construction. All disturbed areas will be stabilitzed upon completion.

2. Air [help]

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.

Emissions include dust and exhaust from construction activities. Future residences will mean additional vehicle trips generated which will cause additional exhaust emissions.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

The site will be kept damp within construction areas in order to mitigate airborne dust particles.

3. Water [help]

a. Surface Water: [help]

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.

No.

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.

No.

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.

None

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

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.

No

b. Ground Water: [help]

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.

Yes, each lot will require a well.

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.

Each lot will have its own septic system, domestic sewage.

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.

Stormwater runoff will occur and will continue to naturally flow.

2) Could waste materials enter ground or surface waters? If so, generally describe.

No

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

None

4. Plants [help]

a. Check the types of vegetation found on the site:

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
__x__shrubs
__x__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
__x__other types of vegetation

b. What kind and amount of vegetation will be removed or altered?
Surface vegetation will be removed to grade the proposed road.

c. List threatened and endangered species known to be on or near the site.

None

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

None

e. List all noxious weeds and invasive species known to be on or near the site.
None

5. Animals [help]

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.

None

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site.

None

c. Is the site part of a migration route? If so, explain.
Yes it is part of the Pacific Flyway as is most of Washington State.

d. Proposed measures to preserve or enhance wildlife, if any:
None

e. List any invasive animal species known to be on or near the site.
None

6. *Energy and Natural Resources* [help]

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.

Electricity will be used for the project's energy needs.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No

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:

Project will follow energy code requirements

7. *Environmental Health* [help]

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?

No

If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.
None

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.
None

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.
Construction equipment will have gasoline, diesel, anti-freeze, and hydraulic fluid.
Emergency apparatus and private vehicles will have gasoline, diesel, and anti-freeze.
No storage of hazardous or toxic chemicals on site.

4) Describe special emergency services that might be required.
Typical emergency services such as police, ambulance, and fire could be required.

5) Proposed measures to reduce or control environmental health hazards, if any:
None

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None

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.

Typical construction noises will be present during the construction phase of the project. Minimal noise after construction completion associated with residential use.

3) Proposed measures to reduce or control noise impacts, if any:

None

8. Land and Shoreline Use [help]

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.

Property and surrounding properties are zoned residential RL5. Current land use will not be affected.

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?

No

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:

No

c. Describe any structures on the site.

None

d. Will any structures be demolished? If so, what?

No.

e. What is the current zoning classification of the site?

RL5

f. What is the current comprehensive plan designation of the site?

RL5

g. If applicable, what is the current shoreline master program designation of the site?

None.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
No

i. Approximately how many people would reside or work in the completed project?
Once the houses are constructed approximately 38 people would live there.

j. Approximately how many people would the completed project displace?
None

k. Proposed measures to avoid or reduce displacement impacts, if any:
None

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Follow county zoning codes

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:
None

9. Housing [help]

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
None, 12 new single family homes will be constructed. Homes will provide middle-income housing.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
No residences will be eliminated.

c. Proposed measures to reduce or control housing impacts, if any:
None

10. Aesthetics [help]

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
Homes will be constructed within zoning limitations for RL5, 35ft.

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 [help]

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any:

None

12. Recreation [help]

a. What designated and informal recreational opportunities are in the immediate vicinity?

None

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None

13. Historic and cultural preservation [help]

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.

No

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.

No

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.

None

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.

If any items of historic, cultural, or archaeological significance are uncovered during construction, the work will be stopped and the appropriate authorities will be notified.

14. Transportation [help]

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.

A new county road will be connected to Clodfelter Road.

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?

None.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

No parking spaces will be eliminated.

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).

No.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

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?

Per ITE Code 210, single-family detached residences generate an average of 9.44 trips per day. So with 12 new homes, approximately 113 trips per day would be generated by this 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.

No

h. Proposed measures to reduce or control transportation impacts, if any:

None.

15. Public Services [help]

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.

Yes, project would increase needs associated with residential areas including fire, police, emergency, healthcare, and schools.

b. Proposed measures to reduce or control direct impacts on public services, if any.

None

16. Utilities [help]

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

Electricity

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.

Electricity will be provided by Benton PUD.

C. Signature [HELP]

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 ROB DUNCAN

Position and Agency/Organization _____Director R3T Ventrues LLC_____

Date Submitted: May 6 2021

D. Supplemental sheet for nonproject actions [HELP]

(**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?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

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?

Proposed measures to protect such resources or to avoid or reduce impacts are:

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?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

PCM 1.9

HARMS ENGINEERING, INC.

RECEIVED
MAY 7 2021
Benton Co. Planning Dept.

MAMMOTH ACRES
STORM DRAINAGE CALCULATIONS
PRELIMINARY HYDROLOGY REPORT

Prepared for:

Rob Duncan
R3T Ventures, LLC
2410 N 4th Ave., Pasco, WA 99301
403-795-5101

Project Location:

Parcel #123881000003000
Clodfelter Road, Kennewick, WA

Prepared By:

Christine Batayola, PE

Christine Batayola
2021.05.06 11:08:25
-07'00'

Project #21-058.1

May 2021

Table of Contents

Description	# of Pages
Storm Drain Calculations and Narrative	5
Storm Drain Areas and Flow Path Exhibits	2
Custom Soils Resource Report, NRCS, Benton County, WA	8
Well Log for Nearby Well	1
Tables 4.5, 4.6, 4.7, and 4.14 from Stormwater Management Manual for Eastern Washington	4
Figures 4.6, 4.7, 4.10, and 4.12 from Stormwater Management Manual for Eastern Washington	4
Pages 3-2 to 3-4, TR-55, June 1986	3
Santa Barbara Urban Hydrograph Analysis Spreadsheets	16

STORM DRAINAGE CALCULATIONS - PRELIMINARY HYDROLOGY REPORT

R3T Ventures
Clodfelter Road, Benton County, Washington
E 1/2, S23, T8N, R28E, WM

Project: Mammoth Acres - Residential Subdivision with 5-acre minimum lots

Objective: Determine volume of stormwater runoff for the storage and infiltration system.

Method: Washington State Department of Ecology Stormwater Management Manual for Eastern Washington, February 2019, Publication Number 18-10-044

Design Storms: 2-year 3-hour storm for construction stormwater
6-month 24-hour storm for volume-based treatment facility sizing.
6-month 3-hour storm for flow-based treatment facility sizing
25-year 24-hour storm for runoff storage volume and infiltration
25-year 3-hour storm for max runoff flow rate
100-year storms for Underground Injection Control (UIC) wells (drywells and infiltration trenches with perforated pipe)
100-year 72-hour regional storm for runoff storage volume and infiltration
100-year 3-hour storm for runoff storage volume and infiltration

Project

A new residential subdivision, Mammoth Acres, is proposed for a 67-acre undeveloped parcel located on the west side of Clodfelter Road near Kennewick, WA. The development includes 12 lots, 5 acres minimum. They will have private wells and on-site septic systems. The plat includes a north south aligned public road, approximately 2,930 ft long with a cul-de-sac at the north end and an existing private road that runs east-west across the property and is approximately 1,110 ft long.

Site

The existing property is undeveloped and slopes generally down from south to north. The steepest slopes are on the west side and are up to 25% in some areas. There is natural drainage channel running south to north along the east side of the property. Existing runoff from the property generally flows to the natural drainage channel and outlets to the north.

Summary of Soils Information

Soils information is from the Custom Soil Resource Report, provided by the United States Department of Agriculture Natural Resources Conservation Service.

NRCS Soil Survey

Soil Types = Ellisforde, Ritzville, and Willis silt loam varying slopes

	Portion of Area	Hydrologic Soil Group	Ksat (in/hr)	Organic Content	CEC (meq/100g)	
EfB	59.50%	C	0.2 to 0.57	1.29%	3.0 to 7.0	
ReB	33.70%	B	0.57 to 1.98	0.99%	5.0 to 10.0	
ReE3	6.70%	B	0.57 to 1.98	0.83%	5.0 to 10.0	
WsE3	0.10%	C	0.0 to 0.06	0.60%	3.0 to 5.0	Insignificant

	Trench/Drywell	Swale	
Ksat vertical =	0.17	0.5	in/hr
Ksat horizontal =	0.50		in/hr
Treatment capacity rating =	High	Table 5.21: Vadose Zone Treatment Capacity	

Well Logs

Material =	Top soil and caliche gravel over brown basalt	
Depth to Restrictive Layer =	32	ft to Brown Basalt
Depth to Groundwater =	540	ft

STORM DRAINAGE CALCULATIONS - PRELIMINARY HYDROLOGY REPORT

R3T Ventures
Clodfelter Road, Benton County, Washington
E 1/2, S23, T8N, R28E, WM

Rainfall for Design Storms:

Precipitation depths are determined from precipitation charts for eastern Washington with adjustments for the 3-hour and 72-hour storms.

City =	Kennewick		
Region =	2		
Annual Rainfall =	6-8 in		
P__yr 3hr =	1.06 * C_{sds} * P2hr2yr		Eq. 4.2 to convert 2yr 2hr storm to 3hr storm for selected return period
C_{sds} =	1		Not used for 2yr storm.
P2yr 2hr =	0.4	in	Figure 4.6 for 2yr 2hr storm
P2yr 3hr =	0.424	in	Total Precipitation for 2yr 3hr storm
C_{sds} 6mo =	0.61		Table 4.7
P6mo 3hr =	0.26	in	Total Precipitation for 6mo 3hr storm
C_{sds} 25yr =	2.17		Table 4.7
P25yr 3hr =	0.92	in	Total Precipitation for 25yr 3hr storm
C_{sds} 100yr =	3.29		Table 4.7
P100yr 3hr =	1.39	in	Total Precipitation for 100yr 3hr storm
P2yr 24hr =	1.00	in	Figure 4.7
C_{wqs} =	0.66		Table 4.5, coefficient to compute 6mo 24hr from 2yr 24hr storm
P6mo 24hr =	0.66	in	
P25yr 24hr =	1.6	in	Figure 4.10 for 25yr 24hr storm
P100yr 24hr =	1.8	in	Figure 4.12 for 100yr 24hr storm
Regional Storm Factor (RSF) =	1.00		Table 4.6
P100yr 72hr =	P100yr 24hr * RSF		Conversion from 24hr to 72hr regional storm
P100yr 72hr =	1.8	in	

Runoff Depth for Design Storms:

SCS curve numbers (CN's) from Table 4.14 are used to determine runoff depths for design storms. These values are based on antecedent moisture condition (AMC) II, with rainfall limits given in Table 4.15 as between 0.5 and 1.1 inches of rain (Dormant Season) in the 5 days prior to the design storm. For 100-year 72-hour storms, the Modified SCS Type 1A design storm requires an adjustment to CN's for AMC's I and III. While Region 2 normally has dry conditions (AMC I) due to low precipitation events, the more conservative CN values for average conditions (AMC II) are used instead. For regions with AMC III, an adjustment is needed to increase CN's for the regional storm.

Antecedent Precipitation =	19%	Table 4.4	
Antecedent Precipitation =	0.342	in	Compare value to the Total 5-Day Antecedent Rainfall for the Dormant Season, Table 4.15, to determine the AMC.
AMC =	I		If AMC I or II, use the CN values directly from Table 4.14 which are based on AMC II. If AMC III, then adjust the CN's for the 72hr regional storm per Table 4.16.

Total Runoff Depth (D) = (P - 0.2 * S)^2 / (P + 0.8 * S) — Eq. 4.20 to estimate runoff using the SCS curve number method.
D = 0 if P<0.2*S
S = (1000 / CN) - 10

	Paved	Gravel	Landscaping/Herbaceous Mix	
CN =	98	89	74	Runoff Curve Number based on soil type and surface cover under average
S =	0.204	1.236	3.514	antecedent moisture conditions, Table 4.14.
D2yr 3hr =	0.250	0.022	0.000	Depth of runoff during 2yr 3hr storm
D6mo 3hr =	0.112	0.000	0.000	Depth of runoff during 6mo 3hr storm
D25yr 3hr =	0.714	0.237	0.013	Depth of runoff during 25yr 3hr storm
D100yr 3hr =	1.177	0.553	0.114	Depth of runoff during 100yr 3hr storm
D2yr 24hr =	0.791	0.285	0.023	Depth of runoff during 2yr 24hr storm
D6mo 24hr =	0.466	0.103	0.000	Depth of runoff during 6mo 24hr storm
D25yr 24hr =	1.379	0.707	0.183	Depth of runoff during 25yr 24hr storm
D100yr 72hr =	1.576	0.865	0.261	Depth of runoff during 100yr 24hr storm

STORM DRAINAGE CALCULATIONS - PRELIMINARY HYDROLOGY REPORT

R3T Ventures
Clodfelter Road, Benton County, Washington
E 1/2, S23, T8N, R28E, WM

Drainage Areas:

Area 1 is the Right of Way, Existing and Proposed, and Area 2 is the lots, Existing and Proposed. Each of the 12 lots is assumed to have 6,000 sf of impervious surfaces (house, concrete patios, driveway aprons, shop, etc.), about 5,000 sf of gravel areas, and the remaining land as landscaped or left as natural vegetation. Refer to attached drainage area exhibit.

		Area 1 - Existing	Area 1 - Proposed	Area 2 - Existing	Area 2 - Proposed
Pervious/Landscaped (sf)		231,060	115,530	2,878,670	2,746,670
Gravel (sf)		0	0	0	60,000
Impervious/Paved (sf)		0	115,530	0	72,000
Total Area (sf)		231,060	231,060	2,878,670	2,878,670
Total Area (acres)		5.30	5.30	66.09	66.09
Percent Impervious		0%	50%	0%	3%
Pervious	CN[1] =	74	74	74	74
	S =	3.514	3.514	3.514	3.455
Impervious	CN =	98	98	98	98
	S =	0.204	0.204	0.204	0.204

[1] - Pervious CN value is a weighted average between landscaping and gravel based on respective areas of each.

Time of Concentration

Determine the total travel time (time of concentration) for runoff from the farthest point on the property to the discharge at the north end. Travel time is broken up into the three legs. The first is the overland flow, which extends for a maximum of 300 ft. Flow then is shallow and concentrated. Eventually flow goes into the natural open channel running along the east property line.

Overland Flow

Use Manning's kinematic solution to compute travel time for overland sheet flow for each subarea, maximum 300' length.

T_t = 60*.007 * (n*L)^0.8 / ((P^0.5) * S^0.4) TR-55 Eq 3-3
n = Mannings roughness Coefficient TR-55 Table 3-1
L = Length of flow path (ft)
P = 2yr 24hr rainfall (in)
S = slope of hyrdaulic grade line (land slope, ft/ft)

n =	0.240	Mannings Roughness Coefficient, TR-55, Table 3-1, Dense Grasses		
L =	300	Length of Flow Path (ft)		
P =	1.0	2-yr 24-hr rainfall (in)		
S =	0.10	slope of hydraulic grade line, (land slope, ft/ft)		
T_{t1} =	0.53	hrs	31.9	min

Shallow Concentrated Flow

T_t =	L / 3600 * V	Travel Time (hours)		
V =	4.4	velocity of flow (ft/sec), TR-55, Figure 3-1		
s =	0.075	slope of hydraulic grade line (land slope, ft/ft)		
L =	1,264	Length of flow path (ft)		
T_{t2} =	0.08	hrs	4.8	min

Open Channel Flow

Assume natural channel with a triangular shape, 6:1 side slopes on each side.

V = (1.49 * r^2/3 * s^0.5) / n
r = hydraulic radius (ft) equal to cross-section all flow area / wetted perimeter

r =	0.247			
s =	0.039	slope of hydraulic grade line (land slope, ft/ft)		
n =	0.035	Mannings Roughness Coefficient, natural channels with rocks and weeds		
V =	3.3	ft/s		
L =	2,486	Length of flow path (ft)		
T_{t3} =	0.21	hrs	12.6	min

$T_c = T_{t1} + T_{t2} + T_{t3}$ = 49.3 min

STORM DRAINAGE CALCULATIONS - PRELIMINARY HYDROLOGY REPORT

R3T Ventures
Clodfelter Road, Benton County, Washington
E 1/2, S23, T8N, R28E, WM

Runoff Volume & Peak Flow:

The peak flow rate is determined using the Santa Barbara Urban Hydrograph Method. The analyses for the 24-hour storms use the Type 1A design storm hyetograph (Table 4.31); the 3-hour analyses use the short duration storm hyetograph (Table 4.33). The 100-year 72-hour regional storm is modeled using the 24-hour Type 1A storm hyetograph with modifications for the regional storm factor and CN as applicable.

Volume of Runoff = (D imp * Imp Area)+(D grvl *Grvl Area) +(D lndscp * Lndscp Area)

	Area 1 - Existing Peak Flow (cfs)	Area 1 - Existing Volume (cf)	Area 1 - Proposed Peak Flow (cfs)	Area 1 - Proposed Volume (cf)	Area 2 - Existing Peak Flow (cfs)	Area 2 - Existing Volume (cf)	Area 2 - Proposed Peak Flow (cfs)	Area 2 - Proposed Volume (cf)
6mo 3hr =	0.000	0	0.205	1,083	0.000	0	0.128	675
6mo 24hr =	0.000	0	0.183	4,483	0.000	0	0.114	3,311
2yr 3hr =	0.000	0	0.470	2,407	0.000	0	0.293	1,611
2yr 24hr =		447		7,838		5,564		11,479
25yr 3hr =	0.027	244	1.373	6,992	0.331	3,038	1.025	8,367
25yr 24hr =	0.071	3,515	0.561	15,031	0.890	43,789	0.972	53,588
100yr 3hr =	0.322	2,194	2.411	12,427	4.007	27,334	5.476	35,904
100yr 72hr =	0.096	5,028	0.646	17,690	1.200	62,644	1.287	73,553

Additonal Runoff	Area 1	Area 2	
25yr 24hr =	11,516	9,799	cf
100yr 72hr =	12,662	10,908	cf

Additional Runoff per lot			
# of Lots =		12	
25yr 24hr =		817	cf/lot
100yr 72hr =		909	cf/lot

Storage & Infiltration System

Runoff from the right of way is directed to roadside swales running along both sides of the roads. Per the County's detail, the standard swale is 2 ft deep with side slopes of 4H:1V and 2H:1V. Due to the sloping roads, reduce the total length available for swales by 50%. Runoff from the private lots is directed to onsite swales the size noted is for each lot. Storage volume required is calculated using the Santa Barbara Urban Hydrograph Method for the Type 1A design storm. No above ground infiltration is included for purposes of sizing the facilities.

Trench/Swale	Area 1 - Proposed	Area 2 - Proposed
Type =	swale	swale
Number of Swales =	N/A	12
Bottom Length (ft) =	3,690	85
Bottom Width (ft) =	0	10
Bottom Area, A_{bot} (sf) =	0	850
Side Slope (H:V)=	4	3
Side Slope (H:V)=	2	3
Depth (ft) =	2.0	2.0
Top Length (ft) =	3,702	97
Top Width (ft) =	12	22
Top Area, A_{top} (sf) =	44,424	2,134
Middle Area, A_{mid} (sf) =	22,176	1,456
Cross-Sectional Area (sf) =	12.0	32.0
Pipe Diameter (in) =	0.0	0.0
Pipe Area (sf) =	0.0	0.0
Rock Porosity[2] =	1	1
Total Storage Volume[3] (cf) =	44,376	35,232
Below Ground Infil. Rate (cfs) =	0.0000	0.0000
Above Ground Rate[4] (cfs) =	0.2571	0.2072

[2] - Rock Porosity = 0.35 for trenches (rock-filled) and 1.0 for swales (not rock-filled)

[3] - Volume formula for swales and trenches: $V = h / 6 * (A_{bot} + 4 * A_{mid} + A_{top})$, where A_{mid} is the surface area of the trench/swale at mid-depth. Areas for irregular shapes measured using CAD software.

[4] - Above ground infiltration rate includes infiltration along the bottom and halfway up the sides of a swale.

STORM DRAINAGE CALCULATIONS - PRELIMINARY HYDROLOGY REPORT

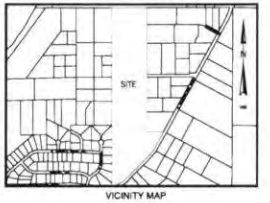
R3T Ventures
Clodfelter Road, Benton County, Washington
E 1/2, S23, T8N, R28E, WM

Design Summary	**Area 1 - Proposed**	**Area 2 - Proposed**	
Length of swale/trench (ft) =	3,690	1,020	
Total Storage Volume (cf) =	44,376	35,232	
Infil. Rate - time to infiltrate (cfs) =	0.2571	0.2072	
25yr24hr			
All Runoff (cf) =	14,668	49,991	
Additional Runoff Only (cf) =	11,516	9,799	
Available/Required =	3.9	3.6	Based on containing additional runoff generated by development.
Sufficient Storage ?	Yes	Yes	
Time to Infiltrate (hr) =	16.2	71.8	
100yr72hr - UIC's only			
All Runoff (cf) =	17,265	69,199	
Additional Runoff Only (cf) =	12,662	10,908	
Available/Required =	3.5	3.2	Based on containing additional runoff generated by development.
Sufficient Storage ?	Yes	Yes	
Time to Infiltrate (hr) =	19.1	98.6	

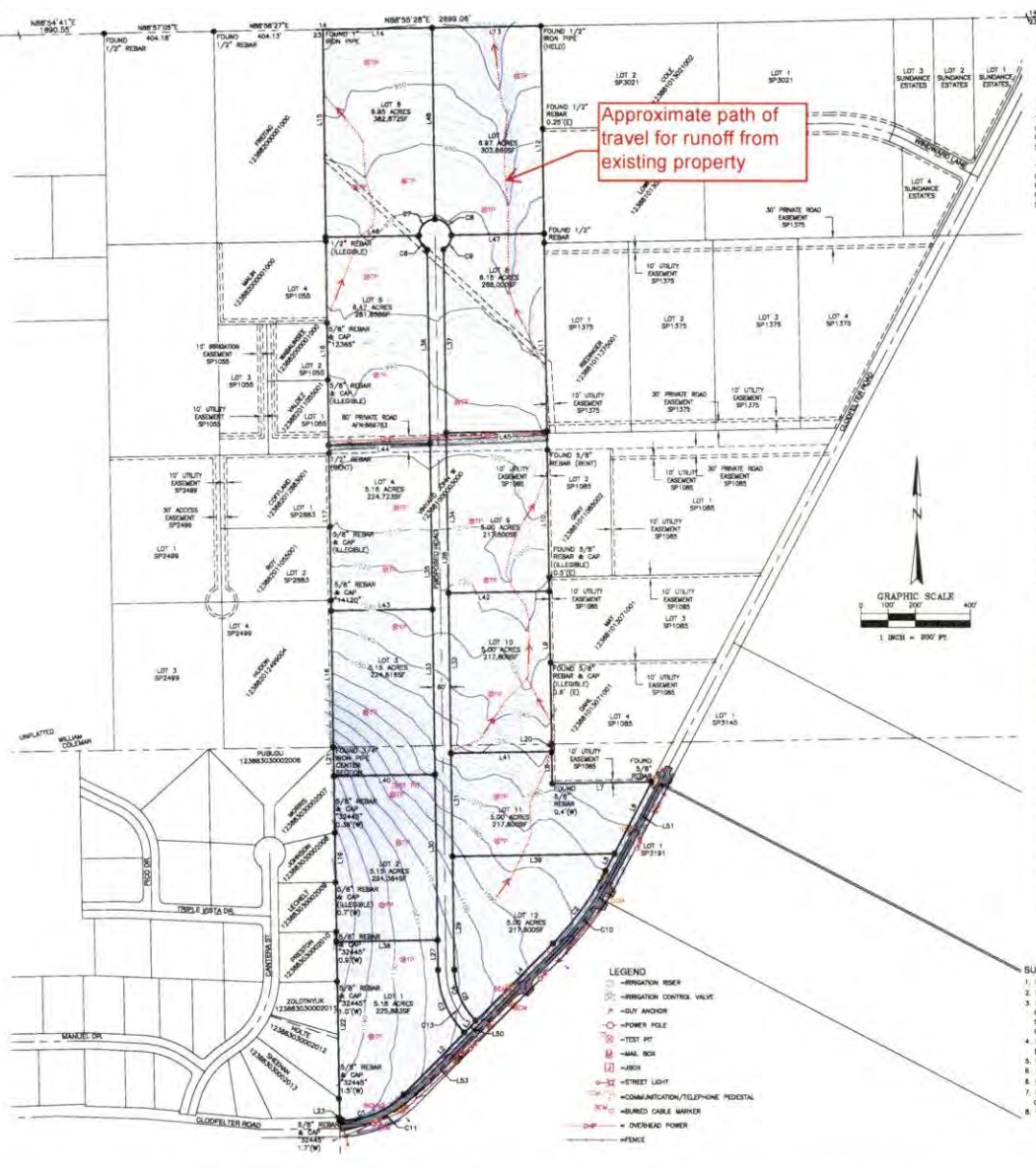
The proposed storage and infiltration facilities are sufficient to store and infiltrate the runoff from the design storms. Each property would need a swale with a base that is 10 ft wide x 85 ft long x 2 ft deep with 3:1 side slopes to contain the additional runoff generated by development and to provide emptying within 72 hours. If infiltration testing shows a higher infiltration rate, the on-site swales could be reduced in size. The County standard roadway ditches would be sufficient to contain and infiltrate the additional runoff generated by the new impervious surfaces for the roads.

PRELIMINARY PLAT FOR MAMMOTH ACRES

PORTION OF THE EAST 1/2 OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON



VICINITY MAP



DESCRIPTION

THE WEST 800 FEET OF THE NORTHEAST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER LYING NORTH OF CLODFELTER ROAD, EXCEPT THAT PORTION OF THE NORTH 145 FEET THEREOF LYING EAST OF THE WEST 800 FEET OF SAID SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 8 NORTH, 28 EAST, W.M., BENTON COUNTY, WASHINGTON. (TITLE)

THE PORTION OF SECTION 23, TOWNSHIP 8, RANGE 28 DEFINED AS FOLLOWS: THE WEST 800.00 FEET OF THE NORTHEAST QUARTER, SUBJECT TO FUTURE ROAD EASEMENTS, AND THE PORTION OF THE SOUTH-EAST QUARTER LYING NORTH OF CLODFELTER ROAD, EXCEPT THAT PORTION OF THE NORTH 145.00 FEET THEREOF LYING EAST OF THE WEST 800.00 FEET OF SAID SOUTHEAST QUARTER. (SPATELIST BC ASSESSOR)

Line Table		
Line #	Length	Direction
L2	318.52	S44°33'54"W
L3	60.00	S44°33'54"W
L4	401.17	S44°33'54"W
L5	70.44	N27°33'27"E
L6	296.99	N27°33'27"E
L7	367.86	S89°03'54"W
L8	117.38	S01°01'55"E
L9	560.56	N00°57'40"W
L10	588.02	N00°57'40"W
L11	726.31	N00°57'40"W
L12	785.72	N00°57'40"W
L13	2699.09	N88°55'28"E
L14	2699.09	N88°55'28"E
L15	765.12	N00°57'40"W
L16	764.99	N00°57'40"W
L17	807.47	N00°57'40"W

Line Table		
Line #	Length	Direction
L18	501.05	N00°57'40"W
L19	607.43	S01°01'55"E
L20	27.60	S01°01'55"E
L21	106.39	S01°01'55"E
L22	645.84	S01°01'55"E
L23	10.01	S01°01'55"E
L27	110.34	S00°58'12"E
L28	2697.78	S00°58'12"E
L29	416.47	S00°58'12"E
L30	607.43	S00°58'12"E
L31	378.79	S00°58'12"E
L32	588.16	S00°58'12"E
L33	607.45	S00°58'12"E
L34	588.01	S00°58'12"E
L35	607.47	S00°58'12"E
L36	713.14	S00°58'12"E

Line Table		
Line #	Length	Direction
L37	674.39	S00°58'12"E
L38	368.98	S88°58'03"W
L39	596.07	S88°58'03"W
L40	369.62	S88°58'03"W
L41	369.92	S88°58'03"W
L42	369.98	S88°58'03"W
L43	369.66	N88°58'03"E
L44	370.17	S88°58'03"W
L45	370.07	S88°58'03"W
L46	340.16	S88°58'03"W
L47	340.18	S88°58'03"W
L48	705.36	N00°58'12"W
L50	32.70	S45°03'25"E
L51	3519.40	N27°33'27"E
L53	771.44	S44°33'54"W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	250.08	320.00	44°46'36"	S66°57'13"W	243.77
C2	331.21	1115.80	17°00'27"	N36°03'41"E	330.00
C3	253.90	329.97	44°05'14"	S23°00'49"E	247.88
C4	230.82	299.97	44°05'14"	S23°00'49"E	225.16
C5	207.73	269.97	44°05'14"	S23°00'49"E	202.65
C6	62.89	59.99	59°52'12"	S31°02'05"E	59.88
C7	94.37	59.99	90°07'48"	S43°57'55"W	84.94
C8	94.24	59.99	90°00'16"	N45°58'03"W	84.85
C9	62.82	59.99	59°59'44"	N29°01'57"E	59.99
C10	340.12	1145.80	17°00'27"	N36°03'41"E	338.87
C11	289.16	370.00	44°46'36"	S66°57'13"W	281.85
C12	230.84	300.00	44°05'14"	S22°08'08"E	225.19
C13	230.82	299.97	44°05'14"	S23°00'49"E	225.16

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: APRIL 2021.
2. BASIS OF BEARING: NAD83(93) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. UNITS OF MEASURE: US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000104457 TO ACHIEVE GROUND DISTANCES. REFERENCE SURVEY AND LOT AREAS ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999895554 TO ACHIEVE SURVEYED GRID DISTANCES.
4. EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
5. ● FOUND AS NOTED.
6. ● SET 5/8" REBAR & CAP STAMPED "PERMIT 54534"
7. REFERENCE SURVEY: RECORD OF SURVEY NO. 4720, AUDITOR'S FILE NO. 2018-007807.
8. CONTOURS: 2' CONTOURS DERIVED FROM GROUND SURVEY WITH AN ACCURACY OF 1/10TH THE CONTOUR INTERVALS.
9. THE PURPOSE OF THIS TOPOGRAPHIC SURVEY IS FOR A PRELIMINARY PLAT APPLICATION.

PRE-PLAT NOTES

1. OWNER: JOHN W. VINYARD
2. ADDRESS: UNDETERMINED WA (MAILING: 1417 WATERFORD GREEN DR MARIETTA, GA 30068-2910)
3. PARCEL NO. 123811000003000
4. DEVELOPING AREA: 87.30 ACRES (ASSESSOR) 71.50 ACRES (SURVEY)
5. ZONING: RL-5
6. ACREAGE PROPOSED LOT SIZE: ~5.00 ACRES
7. EXISTING USE: VACANT
8. PROPOSED USE: RESIDENTIAL

DEVELOPER:

ROB DUNCAN
R3T VENTURES
2410 N 4TH AVE
PASCO WA 99301
DIRECT: (403)795-5101
EMAIL: MAILINGADDRESSFORWARDGROUP.CA

ENGINEER:

CHRISTY BATAYOLA, PE
PRESIDENT
632 W SYLVESTER STREET
PASCO WA 99301
(O) 509.547.2679
(M) 509.308.0805
CHRISTINE@HWMENGINEERING.COM
HWMENGINEERING.COM

SURVEYOR'S CERTIFICATION

I, ASHLEY D. GARZA, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

PRELIMINARY

ASHLEY D. GARZA, CERTIFICATE NO. 54534 — DATE

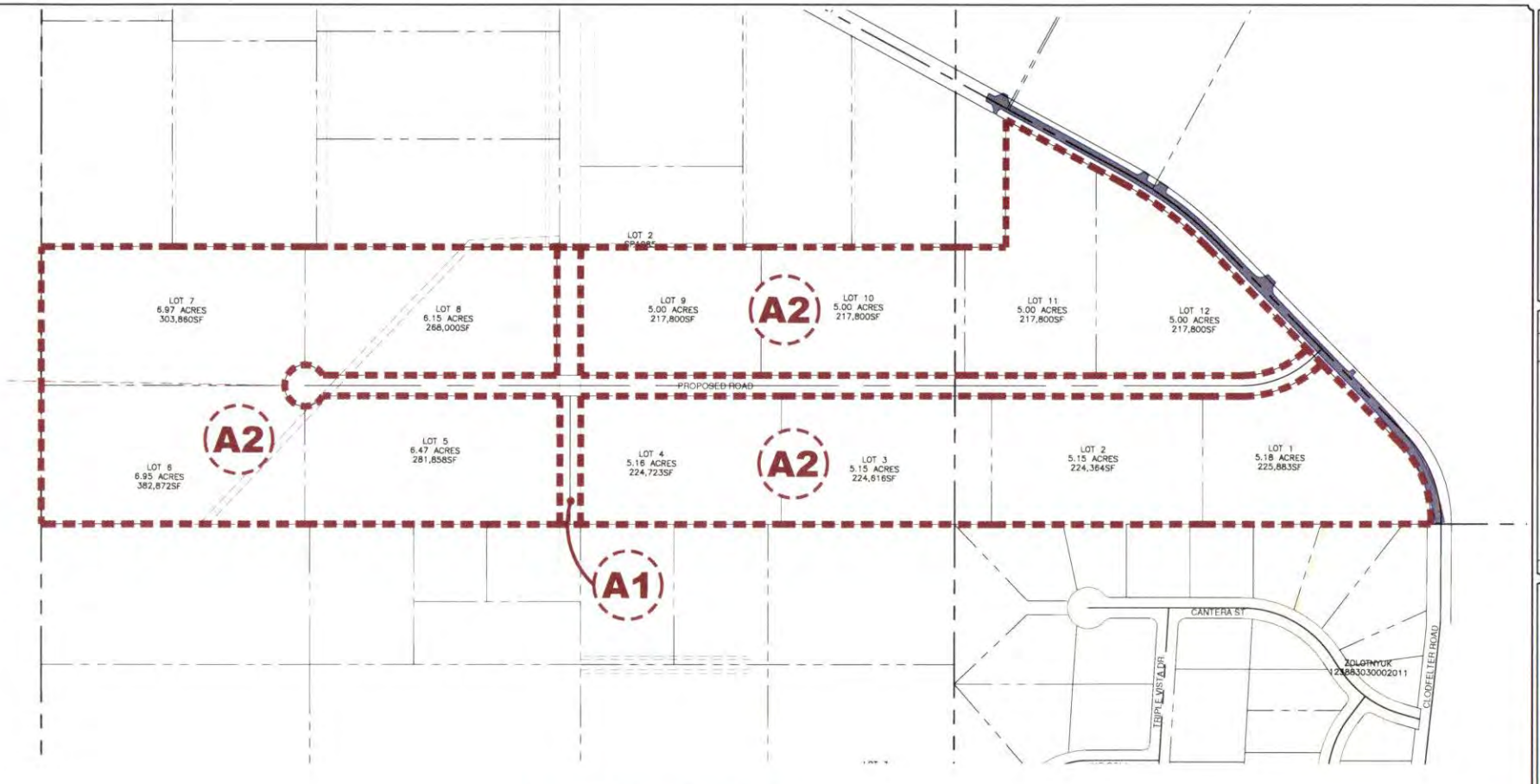
ASHLEY D. GARZA — 54534 — REGISTERED LAND SURVEYOR

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

R3T VENTURES

PRELIMINARY PLAT AT CLODFELTER ROAD KENNEWICK, WASHINGTON

PROJECT NO.	20137
DRAWN BY:	SDA
CHECKED BY:	ADG
SCALE:	1" = 200'
	04/25/21
SHEET	1 OF 1



A1 = 231,060 SF
A2 = 2,878,670 SF

NORTH

300 150 0 300
PLAN SCALE

HARMS ENGINEERING, INC.
1652 W Sylvester Street, Pasco WA 99301 | 509.547.2679 | HarmsEngineering.com
Designed By: C.BATAYOLA | B.ANDERSON
Drawn By: THUNT
File Name: EX1B01
Plotted: May 5, 2021, 4:48:02 PM
File Path: P:\Clodfelter\CWB01\BASEFILES\EXHIBIT Xrefs\EX1B01.dwg

By	Date	Description	Rev

Drawing Name
R3T VENTURES CLODFELTER SUBDIVISION
STORM DRAIN AREAS
BENTON COUNTY, WASHINGTON
Client/Project Information

COPYRIGHT © 2021, HARMS ENGINEERING, INC. ALL RIGHTS RESERVED

Date B
05-05-2021
Project Number
Sheet Number
EX1B

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

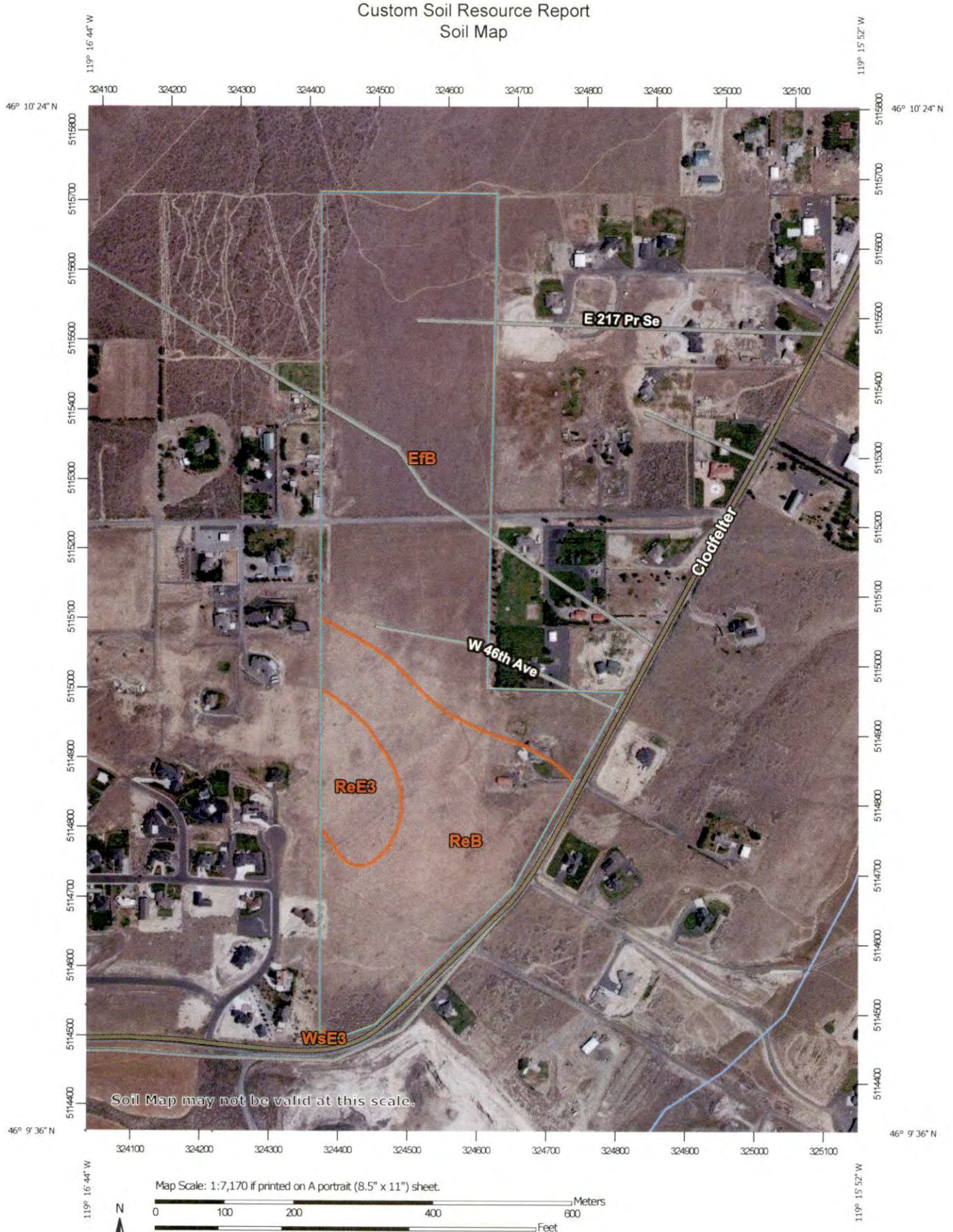
A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Benton County Area, Washington

Mammoth Acres

May 5, 2021

Custom Soil Resource Report
Soil Map



Map Scale: 1:7,170 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

Benton County Area, Washington

EfB—Ellisforde silt loam, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2bbw
Elevation: 400 to 2,100 feet
Mean annual precipitation: 8 to 12 inches
Mean annual air temperature: 48 to 54 degrees F
Frost-free period: 135 to 190 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Ellisforde and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ellisforde

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 13 inches: silt loam
H2 - 13 to 29 inches: silt loam
H3 - 29 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Available water capacity: High (about 11.6 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C
Ecological site: R008XY101WA
Hydric soil rating: No

ReB—Ritzville silt loam, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2bd7

Elevation: 800 to 3,000 feet
Mean annual precipitation: 9 to 12 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 100 to 180 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition
Ritzville and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ritzville

Setting
Landform: Hillslopes
Parent material: Loess

Typical profile
H1 - 0 to 6 inches: silt loam
H2 - 6 to 36 inches: silt loam
H3 - 36 to 60 inches: silt loam

Properties and qualities
Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 12.0 inches)

Interpretive groups
Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: B
Ecological site: R008XY101WA
Hydric soil rating: No

ReE3—Ritzville silt loam, 15 to 30 percent slopes, severely eroded

Map Unit Setting
National map unit symbol: 2bd8
Elevation: 800 to 3,000 feet
Mean annual precipitation: 9 to 12 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 100 to 180 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Ritzville and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ritzville

Setting

Landform: Hillslopes
Parent material: Loess

Typical profile

H1 - 0 to 2 inches: silt loam
H2 - 2 to 36 inches: silt loam
H3 - 36 to 60 inches: silt loam

Properties and qualities

Slope: 15 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: High (about 12.0 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: B
Ecological site: R008XY101WA
Hydric soil rating: No

WsE3—Willis silt loam, 15 to 30 percent slopes, severely eroded

Map Unit Setting

National map unit symbol: 2bfy
Elevation: 1,000 to 3,000 feet
Mean annual precipitation: 9 to 12 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 125 to 180 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Willis and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Willis

Setting

Landform: Hillslopes, ridges
Parent material: Loess over residuum weathered from basalt

Typical profile

H1 - 0 to 2 inches: silt loam
H2 - 2 to 10 inches: silt loam
H3 - 10 to 20 inches: silt loam
H4 - 20 to 34 inches: cemented material

Properties and qualities

Slope: 15 to 30 percent
Depth to restrictive feature: 20 to 36 inches to duripan
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Low (about 3.9 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: R008XY101WA
Hydric soil rating: No

Table—Organic Matter

Map unit symbol	Map unit name	Rating (percent)	Acres in AOI	Percent of AOI
EfB	Ellisforde silt loam, 0 to 5 percent slopes	1.29	46.5	59.5%
ReB	Ritzville silt loam, 0 to 5 percent slopes	0.99	26.3	33.7%
ReE3	Ritzville silt loam, 15 to 30 percent slopes, severely eroded	0.83	5.3	6.7%
WsE3	Willis silt loam, 15 to 30 percent slopes, severely eroded	0.60	0.1	0.1%
Totals for Area of Interest			**78.1**	**100.0%**

Rating Options—Organic Matter

Units of Measure: percent

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): Depth Range (Weighted Average)

Top Depth: 0

Bottom Depth: 18

Units of Measure: Inches

Chemical Soil Properties–Benton County Area, Washington								
Map symbol and soil name	**Depth**	**Cation-exchange capacity**	**Effective cation-exchange capacity**	**Soil reaction**	**Calcium carbonate**	**Gypsum**	**Salinity**	**Sodium adsorption ratio**
	In	*meq/100g*	*meq/100g*	*pH*	*Pct*	*Pct*	*mmhos/cm*	
EfB—Ellisforde silt loam, 0 to 5 percent slopes								
Ellisforde	0-13	3.0-7.0	—	6.6-7.8	0	0	0	0
	13-29	2.0-5.0	—	7.4-8.4	1-5	0	0.0-4.0	0
	29-60	2.0-4.0	—	7.9-8.4	5-15	0	0.0-4.0	0
ReB—Ritzville silt loam, 0 to 5 percent slopes								
Ritzville	0-6	5.0-10	—	6.6-8.4	0	0	0	0
	6-36	5.0-10	—	6.6-8.4	0	0	0	0
	36-60	5.0-10	—	7.9-8.4	5-15	0	0.0-2.0	0
ReE3—Ritzville silt loam, 15 to 30 percent slopes, severely eroded								
Ritzville	0-2	5.0-10	—	6.6-8.4	0	0	0	0
	2-36	5.0-10	—	6.6-8.4	0	0	0	0
	36-60	5.0-10	—	7.9-8.4	5-15	0	0.0-2.0	0
WsE3—Willis silt loam, 15 to 30 percent slopes, severely eroded								
Willis	0-2	2.0-5.0	—	6.6-7.8	0	0	0	0
	2-10	3.0-5.0	—	7.4-8.4	0	0	0	0
	10-20	2.0-4.0	—	7.9-8.4	1-10	0	0.0-2.0	0
	20-34	—	—	—	—	—	—	—

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report

WATER WELL REPORT

Original & 1st copy – Ecology, 2nd copy – owner, 3rd copy – driller

DEPARTMENT OF ECOLOGY State of Washington

Construction/Decommission *("x" in circle)*

☒ Construction

☐ Decommission *ORIGINAL INSTALLATION*

Notice of Intent Number _____

CURRENT

Notice of Intent No. WE 28048

Unique Ecology Well ID Tag No. BJD-437

Water Right Permit No. _____

Property Owner Name APOSTOLIC LUTHERN CHURCH

Well Street Address 33203 CLODFELTER

City KENNEWICK County BENTON

Location NW 1/4-1/4 SE 1/4 Sec 23 Twn 8N R 28 EWM ☒ Or WWM ☐

(s, t, r Still REQUIRED)

Lat/Long

Lat Deg _____ Lat Min/Sec _____

Long Deg _____ Long Min/Sec _____

Tax parcel No. (Required) 123884031910 01

PROPOSED USE: ☒ Domestic ☐ Industrial ☐ Municipal ☐ DeWater ☐ Irrigation ☐ Test Well ☐ Other _____

TYPE OF WORK: Owner's number of well (if more than one) _____

☒ New well ☐ Reconditioned *Method:* ☐ Dug ☐ Bored ☐ Driven ☐ Deepened ☐ Cable ☒ Rotary ☐ Jetted

DIMENSIONS: Diameter of well 8 inches, drilled 665 ft.

Depth of completed well 665 ft.

CONSTRUCTION DETAILS

Casing ☒ Welded 8" Diam. from +1½ ft. to 38½ ft.

Installed: ☒ Liner installed 6" Diam. from -25 ft. to 665 ft.

☐ Threaded _____" Diam. From _____ ft. to _____ ft.

Perforations: ☒ Yes ☐ No

Type of perforator used SAW

SIZE of perfs ¼ in. by 6 in. and no. of perfs 68 from 645 ft. to 665 ft.

Screens: ☐ Yes ☒ No ☐ K-Pac Location _____

Manufacturer's Name _____

Type _____ Model No. _____

Diam. _____ Slot size _____ from _____ ft. to _____ ft.

Diam. _____ Slot size _____ from _____ ft. to _____ ft.

Gravel/Filter packed: ☐ Yes ☒ No Size of gravel/sand _____

Materials placed from _____ ft. to _____ ft.

Surface Seal: ☒ Yes ☐ No To what depth? 18 ft.

Material used in seal BENTONITE

Did any strata contain unusable water? ☐ Yes ☒ No

Type of water? _____ Depth of strata _____

Method of sealing strata off _____

PUMP: Manufacturer's Name _____

Type: _____ H.P. _____

WATER LEVELS: Land-surface elevation above mean sea level _____ ft.

Static level 540 ft. below top of well Date 6-28-2017

Artesian pressure _____ lbs. per square inch Date _____

Artesian water is controlled by _____ (cap, valve, etc.)

WELL TESTS: Drawdown is amount water level is lowered below static level

Was a pump test made? ☐ Yes ☒ No If yes, by whom? _____

Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.

Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.

Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

Date of test _____

Bailer test _____ gal./min. with _____ ft. drawdown after _____ hrs.

Airtest 20+ gal./min. with stem set at 660 ft. for 1 hrs.

Artesian flow _____ g.p.m. Date _____

Temperature of water _____ Was a chemical analysis made? ☐ Yes ☒ No

CONSTRUCTION OR DECOMMISSION PROCEDURE

Formation: Describe by color, character, size of material and structure, and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of information. (USE ADDITIONAL SHEETS IF NECESSARY.)

MATERIAL	FROM	TO
SOIL + CALICHE GRAVEL	0	32
BROWN BASALT	32	36
BLACK BASALT	36	95
GRAY HARD BASALT	95	131
BROWN CLAYSTONE	131	133
GRAY HARD BASALT	133	416
BLACK BASALT W/ BROWN CLAYSTONE	416	474
GRAY BASALT	474	510
BLACK VESCULAR BASALT	510	531
BROWN BASALT	531	552
GRAY HARD "	552	648
BROWN YELLOW CLAYSTONE	648	663
GRAY BASALT	663	665

RECEIVED

AUG 3 2017

Dept. of Ecology Central Regional Office

Start Date 6/20/17 Completed Date 6/28/17

WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

☒ Driller ☐ Engineer ☐ Trainee Name B M VOTH

Driller/Engineer/Trainee Signature _____

Driller or trainee License No. 2094

IF TRAINEE: Driller's License No: _____

Driller's Signature: _____

Drilling Company FIVE STAR DRILLING

Address 36301 HIGHWAY 12

City, State, Zip DAYTON, WA 99328

Contractor's Registration No. FIVESOF077MB Date 6/28/2017

ECY 050-1-20 (Rev 02-2010) To request ADA accommodation including materials in a format for the visually impaired, call Ecology Water Resources Program at 360-407-6872. Persons with impaired hearing may call Washington Relay Service at 711. Persons with speech disability may call TTY at 877-833-6341.

Table 4.5: Values of Coefficient C_{wqs} for Computing 6-Month, 24-Hour Precipitation

Climate Region Number	Climate Region Name	C_{wqs}
1	East Slope Cascades	0.70
2	Central Basin	0.66
3	Okanogan, Spokane, Palouse	0.69
4	Northeastern & Blue Mountains	0.70

Note: Values of C_{wqs} are based on the generalized extreme value (GEV) distribution whose distribution parameters can be expressed as a function of mean annual precipitation for eastern Washington.

Table 4.6: Factors for Converting From 24-Hour to Regional Storm Precipitation Depth

Climate Region Number	Climate Region Name	Multiplication Factor for Converting From 24-Hour to Regional Storm Precipitation Depth
1	East Slope Cascades	1.16
2	Central Basin	1.00
3	Okanogan, Spokane, Palouse	1.06
4	Northeastern & Blue Mountains	1.07

4.3.8 Precipitation Magnitude and Frequency for Short-Duration Storms

Design of flow-rate-based treatment BMPs using the single-event hydrograph method requires a determination of the 6-month, 3-hour precipitation depth for use with the 3-hour short-duration design storm hyetograph. (The updated design storm is indexed to sum to unity at 3 hours, so the 3-hour precipitation depth is needed to scale the hyetograph.) Design of other BMPs or conveyance elements based on the short-duration storm may also require the conversion of the 2-year, 2-hour precipitation to a 3-hour precipitation depth for a different recurrence interval.

The isopluvial map that is used as the starting point for determining the design precipitation depth for a 3-hour short-duration storm is a 2-year, 2-hour precipitation isopluvial map (Figure 4.6: 2-Year, 2-Hour Isopluvial Map).

The following equation is used to determine 3-hour precipitation for a selected return period:

Equation 4.2: Short-Duration Storm

$$P_{sds} = 1.06 * C_{sds} * P_{2yr2hr}$$

where:

P_{sds} = 3-hour precipitation (inches) for a selected return period for the short-duration storm

1.06 = multiplier used for all climate regions to convert x-year, 2-hour precipitation to x-year, 3-hour precipitation

C_{sds} = coefficient (from Table 4.3.6) for converting 2-year, 2-hour precipitation to x-year, 2-hour precipitation depth

P_{2yr2hr} = 2-year, 2-hour precipitation (inches) from Figure 4.6: 2-Year, 2-Hour Isopluvial Map

Table 4.7: Values of the Coefficient Csds for Using 2-Year, 2-Hour Precipitation to Compute 2-Hour Precipitation for Selected Periods of Return lists values of the coefficient C_{sds} for selected return periods for various magnitudes of mean annual precipitation. An isopluvial map of average annual precipitation is shown in Figure 4.1: Average Annual Precipitation and Climate Regions and can be used to determine the mean annual precipitation for the site.

Table 4.7: Values of the Coefficient C_{sds} for Using 2-Year, 2-Hour Precipitation to Compute 2-Hour Precipitation for Selected Periods of Return

Climate Region Number	Mean Annual Precipitation (inches)	6-Month	1-Year	10-Year	25-Year	50-Year	100-Year
2	6-8	0.61	0.79	1.63	2.17	2.68	3.29
	8–10	0.62	0.80	1.60	2.09	2.55	3.09
	10–12	0.64	0.81	1.56	2.02	2.44	2.92
2, 3	12–16	0.66	0.82	1.51	1.90	2.26	2.66
3	16–22	0.67	0.83	1.47	1.82	2.13	2.48
1, 4	22–28	0.69	0.84	1.43	1.74	2.01	2.31
	28–40	0.70	0.85	1.40	1.68	1.92	2.19
	40–60	0.72	0.86	1.36	1.61	1.82	2.05
	60–120	0.74	0.87	1.33	1.55	1.74	1.93

Notes

- The value for 2-hour precipitation is converted to 3-hour precipitation using a multiplier of 1.06 for all recurrence intervals.
- Values of C_{sds} are based on the generalized extreme value (GEV) distribution whose distribution parameters can be expressed as a function of mean annual precipitation for eastern Washington.

High ground water or shallow bedrock can cause a significant increase in runoff. If either of these conditions exists, it needs to be addressed by the designer. For a more complete discussion of computing weighted CN values, see *Urban Hydrology for Small Watersheds* (USDA, 1986).

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Open space (lawns, parks, golf courses, cemeteries, landscaping, etc.)[a]				
Poor condition (grass cover <50% of the area)	68	79	86	89
Fair condition (grass cover on 50% to 75% of the area)	49	69	79	84
Good condition (grass cover on >75% of the area)	39	61	74	80
Impervious areas				
Open water bodies: lakes, wetlands, ponds etc.	100	100	100	100
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)	98	98	98	98
Permeable pavers and permeable interlocking concrete (assumed as 85% impervious and 15% lawn)				
Fair lawn condition (weighted average CNs)	95	96	97	97
Gravel (including right-of-way)	76	85	89	91
Dirt (including right-of-way)	72	82	87	89
Pasture, grassland, or range-continuous forage for grazing				
Poor condition (ground cover <50% or heavily grazed with no mulch)	68	79	86	89
Fair condition (ground cover 50% to 75% and not heavily grazed)	49	69	79	84
Good condition (ground cover >75% and lightly or only occasionally grazed)	39	61	74	80
Cultivated agricultural lands				
Row Crops (good) e.g., corn, sugar beets, soy beans	64	75	82	85
Small Grain (good) e.g., wheat, barley, flax	60	72	80	84
Meadow				
Continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Brush (brush-weed-grass mixture with brush the major element)				

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas (continued)

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Poor (<50% ground cover)	48	67	77	83
Fair (50% to 75% ground cover)	35	56	70	77
Good (>75% ground cover)	30[b]	48	65	73
Woods-grass combination (orchard or tree farm)[c]				
Poor	57	73	82	86
Fair	43	65	76	82
Good	32	58	72	79
Woods				
Poor (Forest litter, small trees, and brush destroyed by heavy grazing or regular burning)	45	66	77	83
Fair (Woods are grazed but not burned, and some forest litter covers the soil)	36	60	73	79
Good (Woods are protected from grazing, and litter and brush adequately cover the soil)	30	55	70	77
Herbaceous (mixture of grass, weeds, and low-growing brush, with brush the minor element)				
Poor (<30% ground cover)	n/a[d]	80	87	93
Fair (30% to 70% ground cover)		71	81	89
Good (>70% ground cover)		62	74	85
Sagebrush with grass understory				
Poor (<30% ground cover)	n/a[d]	67	80	85
Fair (30% to 70% ground cover)		51	63	70
Good (>70% ground cover)		35	47	55

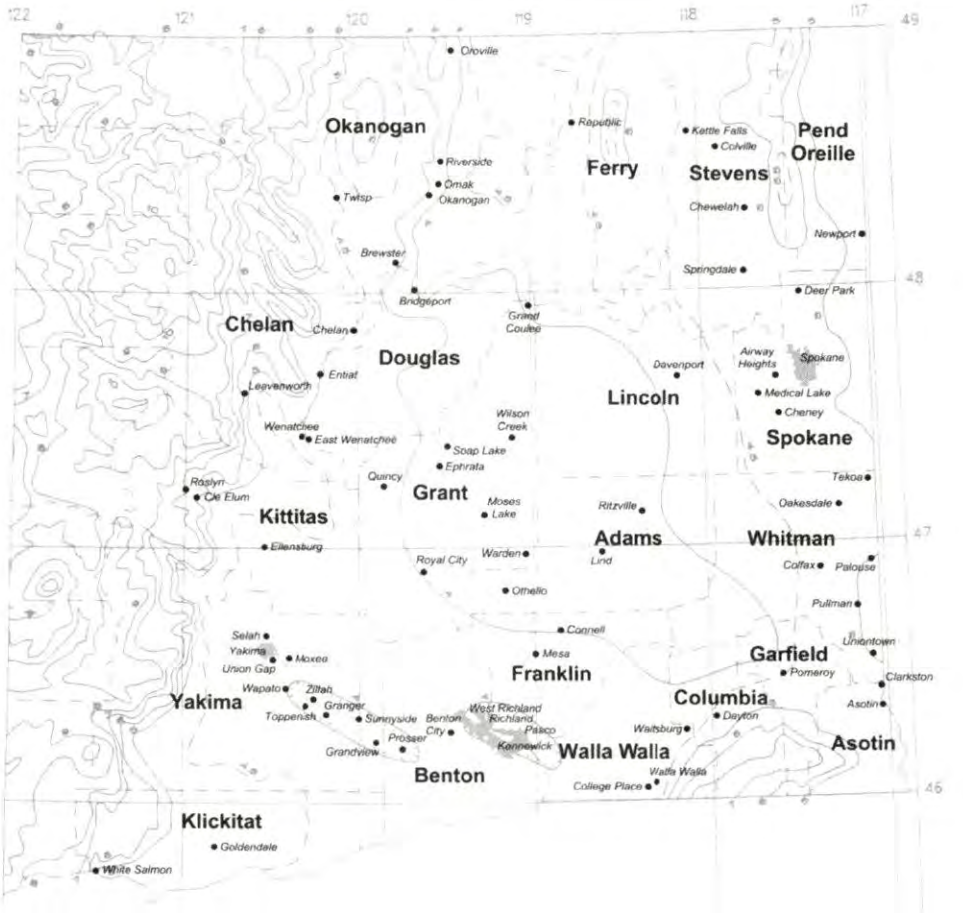
[a]Composite CNs may be computed for other combinations of open space cover type.

[b]Actual CN is < 30; use CN = 30 for runoff computations.

[c]The indicated CNs were computed for areas with 50% woods and 50% grass (pasture) cover. Other combinations of conditions may be computed from the CNs for woods and pasture.

[d]CNs have not been developed for hydrologic soil group A.

Figure 4.6: 2-Year, 2-Hour Isopluvial Map



SOURCE: *Dam Safety Guidelines, Technical Note 3, Design Storm Construction, Washington State Department of Ecology, Water Resources Program, report 92-55G April 1993*

DEPARTMENT OF ECOLOGY
State of Washington

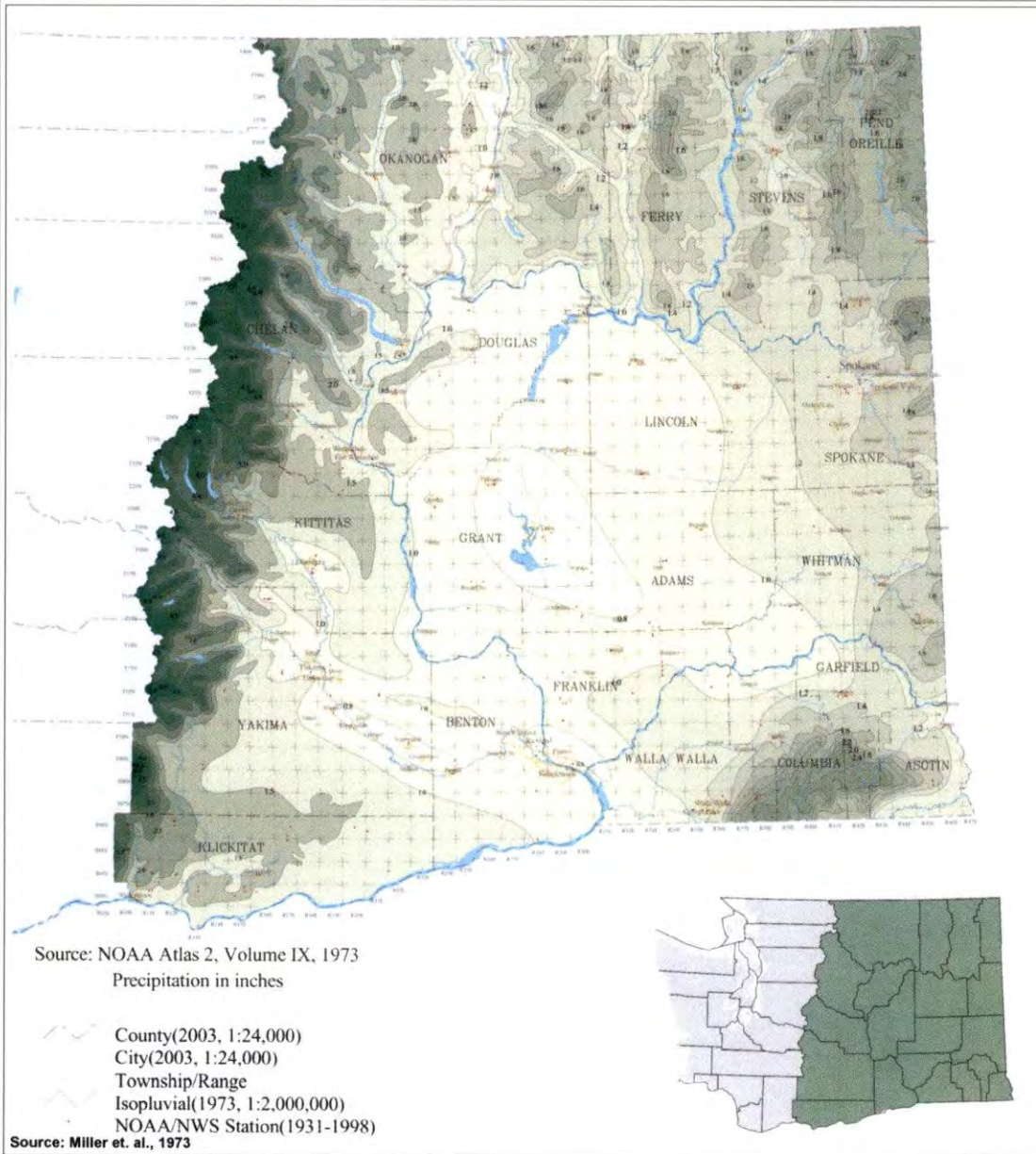
2-Year, 2-Hour Isopluvial Map

Revised April 2002

Please see *http://www.ecy.wa.gov/copyright.html* for copyright notice including permissions, limitation of liability, and disclaimer.

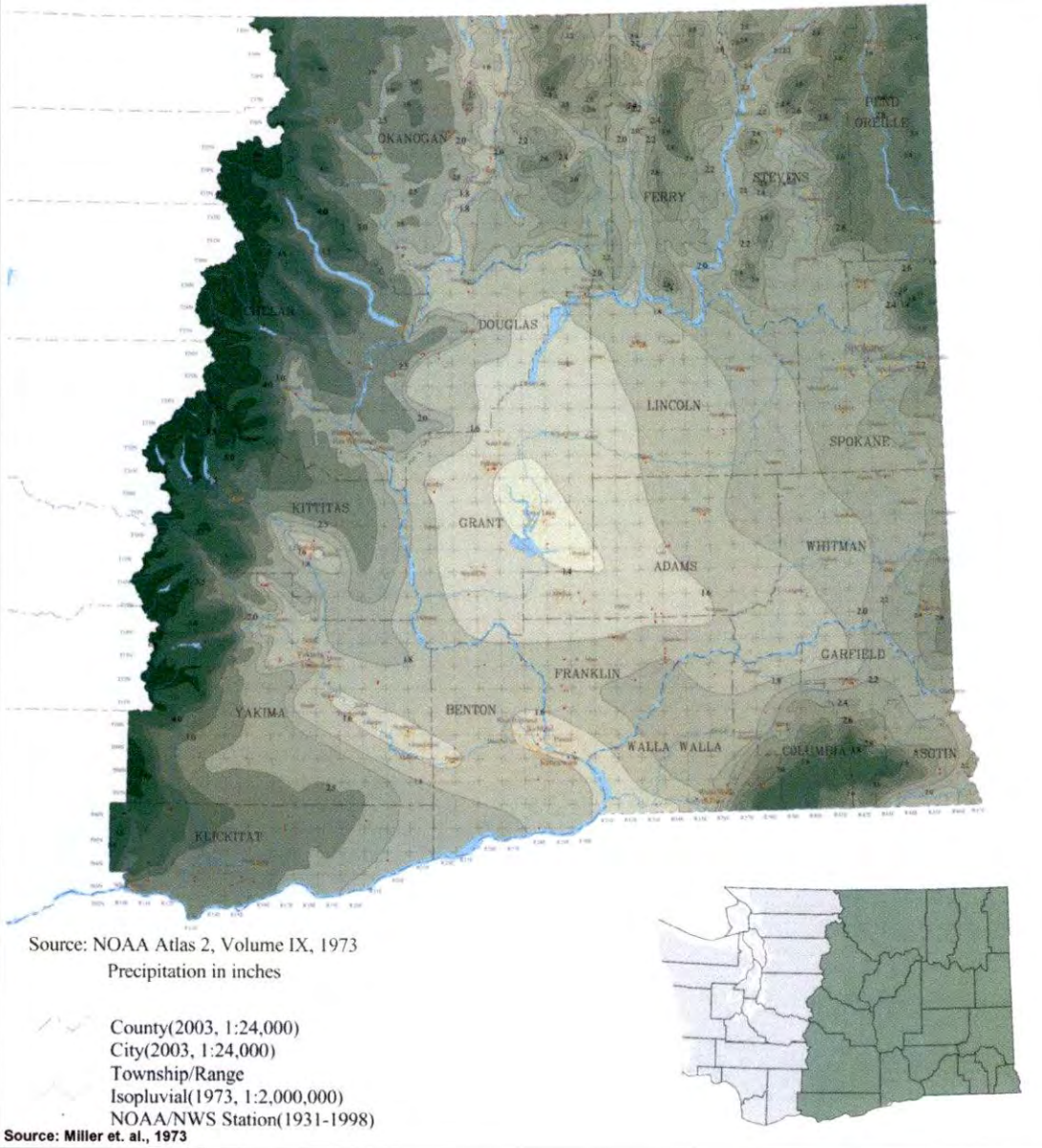
Kennewick, West Richland, Richland, and Pasco are within the 0.4 inch Isopluvial. Benton City is at approx 0.41 inches.

Figure 4.7: 2-Year, 24-Hour Isopluvial Map



West Richland, north Richland, and north Pasco are within the 0.8 inch Isopluvial. Kennewick, south Richland, and south Pasco are within the 1.0 inch Isopluvial

Figure 4.10: 25-Year, 24-Hour Isopluvial Map



DEPARTMENT OF ECOLOGY
State of Washington

25-Year, 24-Hour Isopluvial Map

Revised March 2005

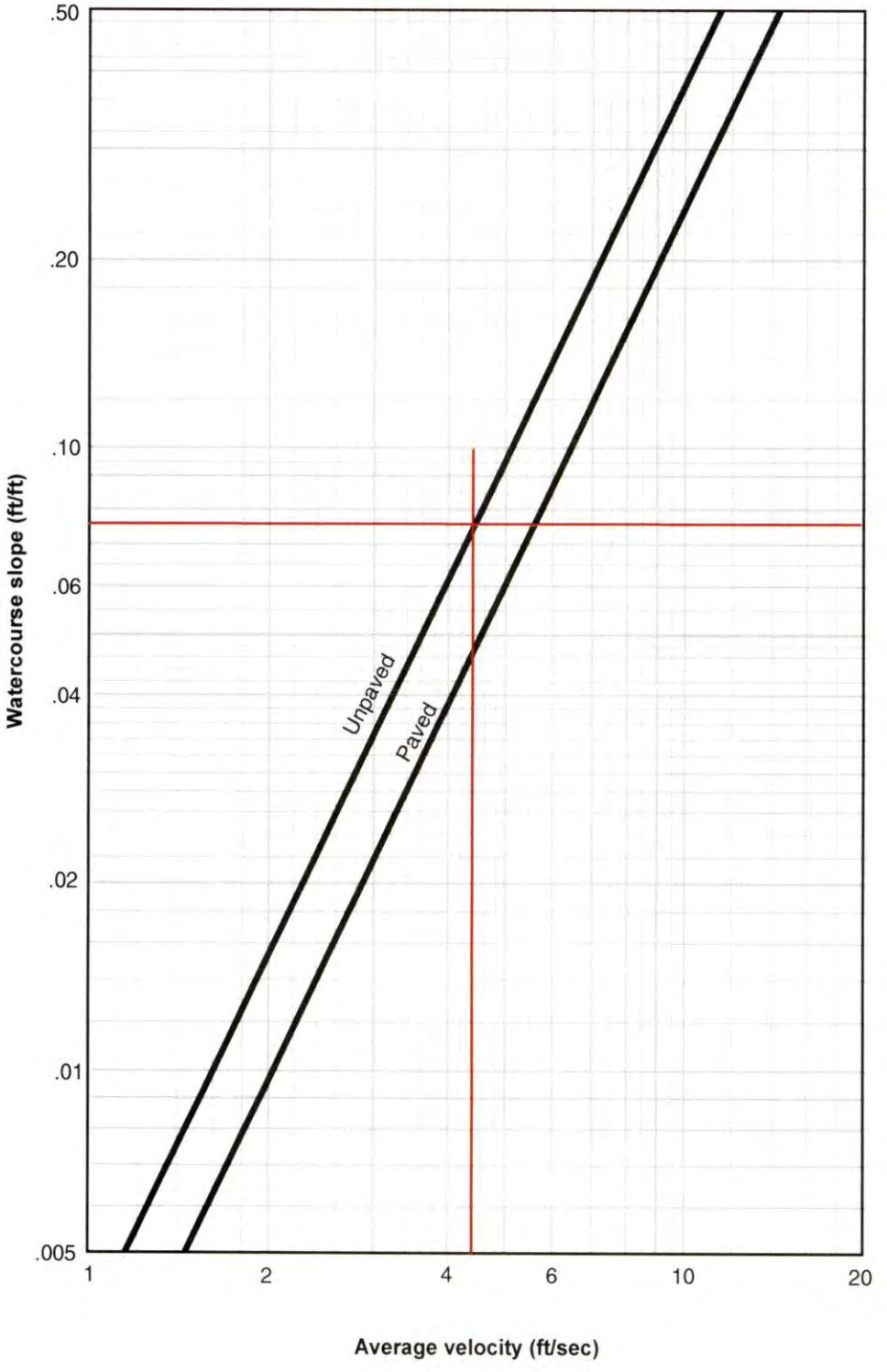
Please see *http://www.ecy.wa.gov/copyright.html* for copyright notice including permissions, limitation of liability, and disclaimer.

Kennewick, West Richland, Richland, Pasco are within the 1.6 inch Isopluvial. Benton City is at about 1.62 inches. Walla Walla=2.2in

Figure 4.12: 100-Year, 24-Hour Isopluvial Map

Kennewick, West Richland, Richland, Pasco are within the 1.8 inch Isopluvial. Benton City is at about 1.82 inches. Walla Walla = 2.6in

Figure 3-1 Average velocities for estimating travel time for shallow concentrated flow



Sheet flow

Sheet flow is flow over plane surfaces. It usually occurs in the headwater of streams. With sheet flow, the friction value (Manning's n) is an effective roughness coefficient that includes the effect of raindrop impact; drag over the plane surface; obstacles such as litter, crop ridges, and rocks; and erosion and transportation of sediment. These n values are for very shallow flow depths of about 0.1 foot or so. Table 3-1 gives Manning's n values for sheet flow for various surface conditions.

Table 3-1 Roughness coefficients (Manning's n) for sheet flow

Surface description	n [1]
Smooth surfaces (concrete, asphalt, gravel, or bare soil)	0.011
Fallow (no residue)	0.05
Cultivated soils:	
Residue cover ≤20%	0.06
Residue cover >20%	0.17
Grass:	
Short grass prairie	0.15
Dense grasses [2]	0.24
Bermudagrass	0.41
Range (natural)	0.13
Woods: [3]	
Light underbrush	0.40
Dense underbrush	0.80

[1] The n values are a composite of information compiled by Engman (1986).

[2] Includes species such as weeping lovegrass, bluegrass, buffalo grass, blue grama grass, and native grass mixtures.

[3] When selecting n , consider cover to a height of about 0.1 ft. This is the only part of the plant cover that will obstruct sheet flow.

For sheet flow of less than 300 feet, use Manning's kinematic solution (Overtop and Meadows 1976) to compute T_t:

$$T_t = \frac{0.007(nL)^{0.8}}{(P_2)^{0.5} s^{0.4}} \qquad \text{[eq. 3-3]}$$

where:

T_t = travel time (hr),
n = Manning's roughness coefficient (table 3-1)
L = flow length (ft)
P_2 = 2-year, 24-hour rainfall (in)
s = slope of hydraulic grade line (land slope, ft/ft)

This simplified form of the Manning's kinematic solution is based on the following: (1) shallow steady uniform flow, (2) constant intensity of rainfall excess (that part of a rain available for runoff), (3) rainfall duration of 24 hours, and (4) minor effect of infiltration on travel time. Rainfall depth can be obtained from appendix B.

Shallow concentrated flow

After a maximum of 300 feet, sheet flow usually becomes shallow concentrated flow. The average velocity for this flow can be determined from figure 3-1, in which average velocity is a function of watercourse slope and type of channel. For slopes less than 0.005 ft/ft, use equations given in appendix F for figure 3-1. Tillage can affect the direction of shallow concentrated flow. Flow may not always be directly down the watershed slope if tillage runs across the slope.

After determining average velocity in figure 3-1, use equation 3-1 to estimate travel time for the shallow concentrated flow segment.

Open channels

Open channels are assumed to begin where surveyed cross section information has been obtained, where channels are visible on aerial photographs, or where blue lines (indicating streams) appear on United States Geological Survey (USGS) quadrangle sheets. Manning's equation or water surface profile information can be used to estimate average flow velocity. Average flow velocity is usually determined for bankfull elevation.

Manning's equation is:

$$V = \frac{1.49 r^{\frac{2}{3}} s^{\frac{1}{2}}}{n} \qquad \text{[eq. 3-4]}$$

where:

V = average velocity (ft/s)
r = hydraulic radius (ft) and is equal to a/p_w
a = cross sectional flow area (ft^2)
p_w = wetted perimeter (ft)
s = slope of the hydraulic grade line (channel slope, ft/ft)
n = Manning's roughness coefficient for open channel flow.

Manning's n values for open channel flow can be obtained from standard textbooks such as Chow (1959) or Linsley et al. (1982). After average velocity is computed using equation 3-4, T_t for the channel segment can be estimated using equation 3-1.

Reservoirs or lakes

Sometimes it is necessary to estimate the velocity of flow through a reservoir or lake at the outlet of a watershed. This travel time is normally very small and can be assumed as zero.

Limitations

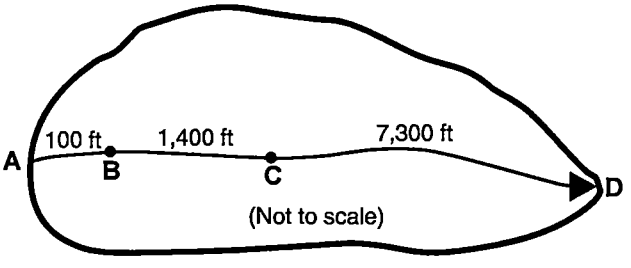
- Manning's kinematic solution should not be used for sheet flow longer than 300 feet. Equation 3-3 was developed for use with the four standard rainfall intensity-duration relationships.
- In watersheds with storm sewers, carefully identify the appropriate hydraulic flow path to estimate T_c. Storm sewers generally handle only a small portion of a large event. The rest of the peak flow travels by streets, lawns, and so on, to the outlet. Consult a standard hydraulics textbook to determine average velocity in pipes for either pressure or nonpressure flow.
- The minimum T_c used in TR-55 is 0.1 hour.
- A culvert or bridge can act as a reservoir outlet if there is significant storage behind it. The procedures in TR-55 can be used to determine the peak flow upstream of the culvert. Detailed storage routing procedures should be used to determine the outflow through the culvert.

Example 3-1

The sketch below shows a watershed in Dyer County, northwestern Tennessee. The problem is to compute T_c at the outlet of the watershed (point D). The 2-year 24-hour rainfall depth is 3.6 inches. All three types of flow occur from the hydraulically most distant point (A) to the point of interest (D). To compute T_c, first determine T_t for each segment from the following information:

Segment AB: Sheet flow; dense grass; slope (s) = 0.01 ft/ft; and length (L) = 100 ft. Segment BC: Shallow concentrated flow; unpaved; s = 0.01 ft/ft; and L = 1,400 ft. Segment CD: Channel flow; Manning's n = .05; flow area (a) = 27 ft^2; wetted perimeter (p_w) = 28.2 ft; s = 0.005 ft/ft; and L = 7,300 ft.

See figure 3-2 for the computations made on worksheet 3.



Area 1 - Existing

Storm: 25Yr 24Hr

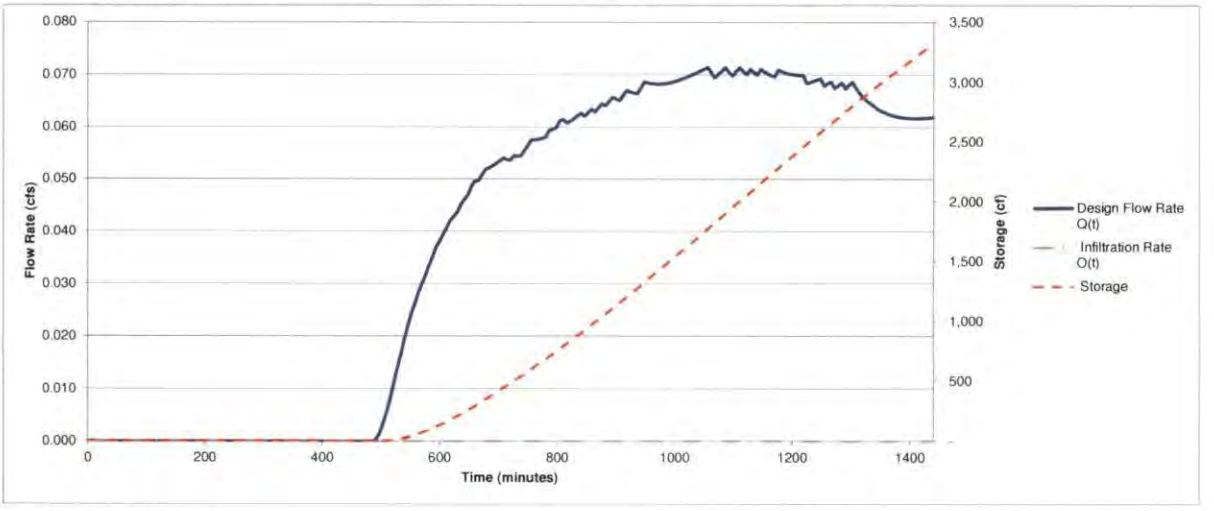
SCS Type 1A Storm Hyetograph Values
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	5.30	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	49.3	minutes	w =	0.057	
Total Infiltration Rate =	-	cfs			

Summary

Peak Design Flow =	0.071 cfs
Required Storage =	3,322 cf
Peak Hour Runoff =	254 cf

Pervious Area:	A_{perv}=	5.30	acres	CN_{perv} =	74	S_{perv} =	3.51	$0.2*S_{perv}$ = 0.70
Impervious Area:	A_{imp}=	0.00	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ = 0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area — If $P \le 0.2*S_{perv}$, then = 0; otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area — If $P \le 0.2S_{imp}$, then = 0; otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)- D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 1 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff $D_{perv}(t)$	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	-	-	-	-	-	-	-
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	-	-	-	-	-	-	-
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	-	-	-	-	-	-	-
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	-	-	-	-	-	-	-

Area 1 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	-	-	-	-	-	-	-
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	-	-	-	-	-	-	-
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	-	-	-	-	-	-	-
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	-	-	-	-	-	-	-
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	-	-	-	-	-	-	-
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	-	-	-	-	-	-	-
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	-	-	-	-	-	-	-
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	-	-	-	-	-	-	-
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	-	-	-	-	-	-	-
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	-	-	-	-	-	-	-
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	-	-	-	-	-	-	-
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	-	-	-	-	-	-	-
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	-	-	-	-	-	-	-
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	-	-	-	-	-	-	-
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	-	-	-	-	-	-	-
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	-	-	-	-	-	-	-
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	-	-	-	-	-	-	-
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	-	-	-	-	-	-	-
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	-	-	-	-	-	-	-
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	-	-	-	-	-	-	-
36	216	0.0040	0.006	0.163	-	-	0.046	0.004	-	-	-	-	-	-	-
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	-	-	-	-	-	-	-
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	-	-	-	-	-	-	-
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	-	-	-	-	-	-	-
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	-	-	-	-	-	-	-
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	-	-	-	-	-	-	-
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	-	-	-	-	-	-	-
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	-	-	-	-	-	-	-
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	-	-	-	-	-	-	-
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	-	-	-	-	-	-	-
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	-	-	-	-	-	-	-
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	-	-	-	-	-	-	-
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	-	-	-	-	-	-	-
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	-	-	-	-	-	-	-
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	-	-	-	-	-	-	-
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	-	-	-	-	-	-	-
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	-	-	-	-	-	-	-
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	-	-	-	-	-	-	-
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	-	-	-	-	-	-	-
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	-	-	-	-	-	-	-
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	-	-	-	-	-	-	-
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	-	-	-	-	-	-	-
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	-	-	-	-	-	-	-
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	-	-	-	-	-	-	-
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	-	-	-	-	-	-	-
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	-	-	-	-	-	-	-
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	-	-	-	-	-	-	-
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	-	-	-	-	-	-	-
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	-	-	-	-	-	-	-
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	-	-	-	-	-	-	-
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	-	-	-	-	-	-	-
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	-	-	-	-	-	-	-
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	-	-	-	-	-	-	-
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	-	-	-	-	-	-	-
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	-	-	-	-	-	-	-
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	-	-	-	-	-	-	-
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	-	-	-	-	-	-	-
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	-	-	-	-	-	-	-
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	-	-	-	-	-	-	-
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	-	-	-	-	-	-	-
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	-	-	-	-	-	-	-
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	-	-	-	-	-	-	-
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	-	-	-	-	-	-	-
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	-	-	-	-	-	-	-
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	-	-	-	-	-	-	-
81	486	0.0140	0.022	0.704	0.000	0.000	0.507	0.021	0.000	0.00	0.000	0.0	-	0.00	0
82	492	0.0130	0.021	0.725	0.000	0.000	0.527	0.020	0.000	0.01	0.000	0.2	-	0.08	0
83	498	0.0100	0.016	0.741	0.000	0.000	0.542	0.015	0.000	0.01	0.002	0.7	-	0.37	0
84	504	0.0100	0.016	0.757	0.001	0.000	0.557	0.015	0.000	0.02	0.004	2.0	-	0.93	1
85	510	0.0080	0.013	0.770	0.001	0.000	0.569	0.012	0.000	0.02	0.006	4.1	-	1.67	3
86	516	0.0090	0.014	0.784	0.002	0.001	0.583	0.014	0.001	0.03	0.008	7.0	-	2.50	6
87	522	0.0090	0.014	0.798	0.003	0.001	0.597	0.014	0.001	0.04	0.011	11.1	-	3.49	9
88	528	0.0070	0.011	0.810	0.003	0.001	0.608	0.011	0.001	0.03	0.014	16.1	-	4.53	14
89	534	0.0080	0.013	0.822	0.004	0.001	0.620	0.012	0.001	0.04	0.017	22.1	-	5.51	19
90	540	0.0070	0.011	0.834	0.005	0.001	0.630	0.011	0.001	0.04	0.020	29.1	-	6.51	26
91	546	0.0070	0.011	0.845	0.006	0.001	0.641	0.011	0.001	0.04	0.022	37.1	-	7.49	33
92	552	0.0060	0.010	0.854	0.006	0.001	0.650	0.009	0.001	0.04	0.024	45.9	-	8.38	41
93	558	0.0060	0.010	0.864	0.007	0.001	0.660	0.009	0.001	0.04	0.026	55.4	-	9.15	51

Area 1 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	0.008	0.001	0.669	0.009	0.001	0.05	0.028	65.6	-	9.87	60
95	570	0.0050	0.008	0.882	0.009	0.001	0.677	0.008	0.001	0.04	0.030	76.4	-	10.52	71
96	576	0.0060	0.010	0.891	0.010	0.001	0.686	0.009	0.001	0.05	0.032	87.8	-	11.12	82
97	582	0.0050	0.008	0.899	0.010	0.001	0.694	0.008	0.001	0.04	0.033	99.9	-	11.73	94
98	588	0.0060	0.010	0.909	0.011	0.001	0.703	0.009	0.001	0.05	0.035	112.5	-	12.35	106
99	594	0.0050	0.008	0.917	0.012	0.001	0.710	0.008	0.001	0.05	0.037	125.8	-	12.98	119
100	600	0.0050	0.008	0.925	0.013	0.001	0.718	0.008	0.001	0.05	0.038	139.6	-	13.52	133
101	606	0.0050	0.008	0.933	0.014	0.001	0.726	0.008	0.001	0.05	0.039	153.8	-	13.98	147
102	612	0.0050	0.008	0.941	0.015	0.001	0.734	0.008	0.001	0.05	0.041	168.5	-	14.45	161
103	618	0.0050	0.008	0.949	0.016	0.001	0.741	0.008	0.001	0.05	0.042	183.6	-	14.93	176
104	624	0.0040	0.006	0.955	0.017	0.001	0.748	0.006	0.001	0.04	0.043	199.1	-	15.31	191
105	630	0.0050	0.008	0.963	0.018	0.001	0.755	0.008	0.001	0.06	0.044	214.8	-	15.59	207
106	636	0.0050	0.008	0.971	0.019	0.001	0.763	0.008	0.001	0.06	0.045	231.1	-	16.01	223
107	642	0.0040	0.006	0.978	0.020	0.001	0.769	0.006	0.001	0.05	0.046	247.7	-	16.44	239
108	648	0.0050	0.008	0.986	0.021	0.001	0.777	0.008	0.001	0.06	0.047	264.6	-	16.75	256
109	654	0.0050	0.008	0.994	0.022	0.001	0.785	0.008	0.001	0.06	0.049	282.1	-	17.21	273
110	660	0.0040	0.006	1.000	0.023	0.001	0.791	0.006	0.001	0.05	0.050	299.9	-	17.67	291
111	666	0.0040	0.006	1.006	0.024	0.001	0.797	0.006	0.001	0.05	0.050	317.9	-	17.87	309
112	672	0.0050	0.008	1.014	0.025	0.001	0.805	0.008	0.001	0.07	0.051	336.1	-	18.10	327
113	678	0.0040	0.006	1.021	0.026	0.001	0.811	0.006	0.001	0.05	0.052	354.8	-	18.48	345
114	684	0.0040	0.006	1.027	0.027	0.001	0.817	0.006	0.001	0.05	0.052	373.6	-	18.73	364
115	690	0.0040	0.006	1.034	0.028	0.001	0.824	0.006	0.001	0.06	0.053	392.5	-	18.85	383
116	696	0.0040	0.006	1.040	0.030	0.001	0.830	0.006	0.001	0.06	0.053	411.6	-	19.00	402
117	702	0.0040	0.006	1.046	0.031	0.001	0.836	0.006	0.001	0.06	0.053	430.8	-	19.17	421
118	708	0.0040	0.006	1.053	0.032	0.001	0.842	0.006	0.001	0.06	0.054	450.3	-	19.35	441
119	714	0.0030	0.005	1.058	0.033	0.001	0.847	0.005	0.001	0.04	0.054	469.7	-	19.41	460
120	720	0.0040	0.006	1.064	0.034	0.001	0.853	0.006	0.001	0.06	0.054	489.0	-	19.33	479
121	726	0.0040	0.006	1.070	0.035	0.001	0.859	0.006	0.001	0.06	0.054	508.6	-	19.46	499
122	732	0.0030	0.005	1.075	0.036	0.001	0.864	0.005	0.001	0.05	0.054	528.2	-	19.60	518
123	738	0.0040	0.006	1.082	0.037	0.001	0.870	0.006	0.001	0.06	0.054	547.8	-	19.59	538
124	744	0.0040	0.006	1.088	0.038	0.001	0.876	0.006	0.001	0.06	0.055	567.7	-	19.79	558
125	750	0.0040	0.006	1.094	0.039	0.001	0.883	0.006	0.001	0.06	0.056	588.1	-	20.15	578
126	756	0.0040	0.006	1.101	0.041	0.001	0.889	0.006	0.001	0.07	0.057	608.8	-	20.52	598
127	762	0.0030	0.005	1.106	0.041	0.001	0.894	0.005	0.001	0.05	0.058	629.5	-	20.70	619
128	768	0.0040	0.006	1.112	0.043	0.001	0.900	0.006	0.001	0.07	0.058	650.2	-	20.73	640
129	774	0.0030	0.005	1.117	0.044	0.001	0.904	0.005	0.001	0.05	0.058	671.0	-	20.78	661
130	780	0.0040	0.006	1.123	0.045	0.001	0.911	0.006	0.001	0.07	0.058	691.9	-	20.86	681
131	786	0.0040	0.006	1.130	0.046	0.001	0.917	0.006	0.001	0.07	0.059	713.3	-	21.13	703
132	792	0.0030	0.005	1.134	0.047	0.001	0.922	0.005	0.001	0.05	0.060	734.7	-	21.40	724
133	798	0.0040	0.006	1.141	0.049	0.001	0.928	0.006	0.001	0.07	0.060	756.3	-	21.50	746
134	804	0.0040	0.006	1.147	0.050	0.001	0.934	0.006	0.001	0.07	0.061	778.3	-	21.79	767
135	810	0.0030	0.005	1.152	0.051	0.001	0.939	0.005	0.001	0.05	0.061	800.5	-	22.08	789
136	816	0.0030	0.005	1.157	0.052	0.001	0.943	0.005	0.001	0.06	0.061	822.3	-	21.99	811
137	822	0.0040	0.006	1.163	0.053	0.001	0.950	0.006	0.001	0.07	0.061	844.3	-	21.94	833
138	828	0.0030	0.005	1.168	0.054	0.001	0.954	0.005	0.001	0.06	0.062	866.5	-	22.11	855
139	834	0.0040	0.006	1.174	0.056	0.001	0.961	0.006	0.001	0.08	0.062	888.9	-	22.28	878
140	840	0.0030	0.005	1.179	0.057	0.001	0.965	0.005	0.001	0.06	0.063	911.5	-	22.47	900
141	846	0.0030	0.005	1.184	0.058	0.001	0.970	0.005	0.001	0.06	0.062	933.8	-	22.46	923
142	852	0.0040	0.006	1.190	0.059	0.001	0.976	0.006	0.001	0.08	0.063	956.4	-	22.47	945
143	858	0.0030	0.005	1.195	0.061	0.001	0.981	0.005	0.001	0.06	0.063	979.2	-	22.71	968
144	864	0.0030	0.005	1.200	0.062	0.001	0.986	0.005	0.001	0.06	0.063	1,001.9	-	22.74	991
145	870	0.0040	0.006	1.206	0.063	0.001	0.992	0.006	0.001	0.08	0.064	1,024.8	-	22.80	1,013
146	876	0.0030	0.005	1.211	0.064	0.001	0.997	0.005	0.001	0.06	0.064	1,048.0	-	23.08	1,036
147	882	0.0030	0.005	1.216	0.065	0.001	1.001	0.005	0.001	0.06	0.064	1,071.1	-	23.14	1,060
148	888	0.0040	0.006	1.222	0.067	0.002	1.008	0.006	0.002	0.08	0.065	1,094.5	-	23.22	1,083
149	894	0.0030	0.005	1.227	0.068	0.001	1.012	0.005	0.001	0.06	0.066	1,118.1	-	23.52	1,106
150	900	0.0030	0.005	1.232	0.069	0.001	1.017	0.005	0.001	0.06	0.065	1,141.7	-	23.60	1,130
151	906	0.0030	0.005	1.237	0.070	0.001	1.022	0.005	0.001	0.06	0.065	1,165.1	-	23.48	1,153
152	912	0.0040	0.006	1.243	0.072	0.002	1.028	0.006	0.002	0.08	0.066	1,188.9	-	23.61	1,177
153	918	0.0030	0.005	1.248	0.073	0.001	1.033	0.005	0.001	0.06	0.067	1,213.0	-	23.96	1,201
154	924	0.0030	0.005	1.253	0.074	0.001	1.037	0.005	0.001	0.06	0.067	1,237.1	-	24.08	1,225
155	930	0.0030	0.005	1.258	0.076	0.001	1.042	0.005	0.001	0.07	0.067	1,261.0	-	23.99	1,249
156	936	0.0030	0.005	1.262	0.077	0.001	1.047	0.005	0.001	0.07	0.066	1,284.9	-	23.92	1,273
157	942	0.0040	0.006	1.269	0.079	0.002	1.053	0.006	0.002	0.09	0.068	1,309.2	-	24.11	1,297
158	948	0.0030	0.005	1.274	0.080	0.001	1.058	0.005	0.001	0.07	0.069	1,333.9	-	24.52	1,322
159	954	0.0030	0.005	1.278	0.081	0.001	1.062	0.005	0.001	0.07	0.068	1,358.6	-	24.68	1,346
160	960	0.0030	0.005	1.283	0.082	0.001	1.067	0.005	0.001	0.07	0.068	1,383.2	-	24.62	1,371
161	966	0.0030	0.005	1.288	0.084	0.001	1.072	0.005	0.001	0.07	0.068	1,407.7	-	24.58	1,395
162	972	0.0030	0.005	1.293	0.085	0.001	1.077	0.005	0.001	0.07	0.068	1,432.3	-	24.56	1,420
163	978	0.0030	0.005	1.298	0.086	0.001	1.081	0.005	0.001	0.07	0.068	1,456.9	-	24.56	1,445
164	984	0.0030	0.005	1.302	0.087	0.001	1.086	0.005	0.001	0.07	0.068	1,481.5	-	24.59	1,469
165	990	0.0030	0.005	1.307	0.089	0.001	1.091	0.005	0.001	0.07	0.068	1,506.1	-	24.62	1,494
166	996	0.0030	0.005	1.312	0.090	0.001	1.095	0.005	0.001	0.07	0.069	1,530.8	-	24.67	1,518
167	1002	0.0030	0.005	1.317	0.091	0.001	1.100	0.005	0.001	0.07	0.069	1,555.6	-	24.74	1,543
168	1008	0.0030	0.005	1.322	0.093	0.001	1.105	0.005	0.001	0.07	0.069	1,580.4	-	24.81	1,568
169	1014	0.0030	0.005	1.326	0.094	0.001	1.109	0.005	0.001	0.07	0.069	1,605.4	-	24.89	1,593
170	1020	0.0030	0.005	1.331	0.095	0.001	1.114	0.005	0.001	0.07	0.070	1,630.4	-	24.98	1,618
171	1026	0.0030	0.005	1.336	0.097	0.001	1.119	0.005	0.001	0.07	0.070	1,655.5	-	25.08	1,643

Area 1 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	0.098	0.001	1.124	0.005	0.001	0.07	0.070	1,680.8	-	25.19	1,668
173	1038	0.0030	0.005	1.346	0.099	0.001	1.128	0.005	0.001	0.07	0.070	1,706.1	-	25.30	1,693
174	1044	0.0030	0.005	1.350	0.101	0.001	1.133	0.005	0.001	0.07	0.071	1,731.6	-	25.41	1,719
175	1050	0.0030	0.005	1.355	0.102	0.001	1.138	0.005	0.001	0.07	0.071	1,757.2	-	25.53	1,744
176	1056	0.0030	0.005	1.360	0.104	0.001	1.142	0.005	0.001	0.07	0.071	1,782.9	-	25.66	1,770
177	1062	0.0020	0.003	1.363	0.105	0.001	1.146	0.003	0.001	0.05	0.070	1,808.2	-	25.53	1,796
178	1068	0.0030	0.005	1.368	0.106	0.001	1.150	0.005	0.001	0.08	0.069	1,833.3	-	25.17	1,821
179	1074	0.0030	0.005	1.373	0.107	0.001	1.155	0.005	0.001	0.08	0.070	1,858.5	-	25.12	1,846
180	1080	0.0030	0.005	1.378	0.109	0.001	1.160	0.005	0.001	0.08	0.071	1,884.0	-	25.36	1,871
181	1086	0.0030	0.005	1.382	0.110	0.001	1.164	0.005	0.001	0.08	0.071	1,909.7	-	25.58	1,897
182	1092	0.0020	0.003	1.386	0.111	0.001	1.168	0.003	0.001	0.05	0.070	1,935.0	-	25.53	1,922
183	1098	0.0030	0.005	1.390	0.113	0.001	1.172	0.005	0.001	0.08	0.070	1,960.1	-	25.24	1,948
184	1104	0.0030	0.005	1.395	0.114	0.001	1.177	0.005	0.001	0.08	0.071	1,985.5	-	25.26	1,973
185	1110	0.0030	0.005	1.400	0.115	0.001	1.182	0.005	0.001	0.08	0.071	2,011.3	-	25.56	1,998
186	1116	0.0020	0.003	1.403	0.116	0.001	1.185	0.003	0.001	0.05	0.071	2,036.7	-	25.57	2,024
187	1122	0.0030	0.005	1.408	0.118	0.001	1.190	0.005	0.001	0.08	0.070	2,061.9	-	25.32	2,049
188	1128	0.0030	0.005	1.413	0.119	0.001	1.194	0.005	0.001	0.08	0.071	2,087.5	-	25.39	2,075
189	1134	0.0020	0.003	1.416	0.120	0.001	1.197	0.003	0.001	0.05	0.070	2,112.8	-	25.46	2,100
190	1140	0.0030	0.005	1.421	0.122	0.001	1.202	0.005	0.001	0.08	0.070	2,138.0	-	25.27	2,125
191	1146	0.0030	0.005	1.426	0.123	0.001	1.207	0.005	0.001	0.08	0.071	2,163.6	-	25.38	2,151
192	1152	0.0020	0.003	1.429	0.124	0.001	1.210	0.003	0.001	0.05	0.071	2,189.0	-	25.49	2,176
193	1158	0.0030	0.005	1.434	0.126	0.002	1.215	0.005	0.002	0.08	0.070	2,214.3	-	25.33	2,202
194	1164	0.0020	0.003	1.437	0.127	0.001	1.218	0.003	0.001	0.05	0.070	2,239.4	-	25.20	2,227
195	1170	0.0030	0.005	1.442	0.128	0.002	1.223	0.005	0.002	0.08	0.070	2,264.4	-	25.09	2,252
196	1176	0.0030	0.005	1.446	0.130	0.002	1.227	0.005	0.002	0.08	0.071	2,290.0	-	25.29	2,277
197	1182	0.0020	0.003	1.450	0.131	0.001	1.231	0.003	0.001	0.05	0.071	2,315.4	-	25.48	2,303
198	1188	0.0030	0.005	1.454	0.132	0.002	1.235	0.005	0.002	0.08	0.070	2,340.7	-	25.38	2,328
199	1194	0.0020	0.003	1.458	0.134	0.001	1.238	0.003	0.001	0.06	0.070	2,366.0	-	25.30	2,353
200	1200	0.0030	0.005	1.462	0.135	0.002	1.243	0.005	0.002	0.08	0.070	2,391.2	-	25.24	2,379
201	1206	0.0020	0.003	1.466	0.136	0.001	1.246	0.003	0.001	0.06	0.070	2,416.4	-	25.20	2,404
202	1212	0.0030	0.005	1.470	0.138	0.002	1.251	0.005	0.002	0.08	0.070	2,441.6	-	25.18	2,429
203	1218	0.0020	0.003	1.474	0.139	0.001	1.254	0.003	0.001	0.06	0.070	2,466.8	-	25.17	2,454
204	1224	0.0020	0.003	1.477	0.140	0.001	1.257	0.003	0.001	0.06	0.068	2,491.3	-	24.88	2,479
205	1230	0.0030	0.005	1.482	0.141	0.002	1.262	0.005	0.002	0.08	0.069	2,516.0	-	24.64	2,504
206	1236	0.0020	0.003	1.485	0.142	0.001	1.265	0.003	0.001	0.06	0.069	2,540.8	-	24.72	2,528
207	1242	0.0030	0.005	1.490	0.144	0.002	1.270	0.005	0.002	0.09	0.069	2,565.6	-	24.80	2,553
208	1248	0.0020	0.003	1.493	0.145	0.001	1.273	0.003	0.001	0.06	0.069	2,590.6	-	24.89	2,578
209	1254	0.0020	0.003	1.496	0.146	0.001	1.276	0.003	0.001	0.06	0.068	2,615.0	-	24.68	2,603
210	1260	0.0030	0.005	1.501	0.148	0.002	1.281	0.005	0.002	0.09	0.068	2,639.6	-	24.51	2,627
211	1266	0.0020	0.003	1.504	0.149	0.001	1.284	0.003	0.001	0.06	0.069	2,664.3	-	24.66	2,652
212	1272	0.0020	0.003	1.507	0.150	0.001	1.287	0.003	0.001	0.06	0.067	2,688.6	-	24.50	2,676
213	1278	0.0030	0.005	1.512	0.152	0.002	1.292	0.005	0.002	0.09	0.068	2,713.1	-	24.38	2,701
214	1284	0.0020	0.003	1.515	0.153	0.001	1.295	0.003	0.001	0.06	0.069	2,737.7	-	24.57	2,725
215	1290	0.0020	0.003	1.518	0.154	0.001	1.298	0.003	0.001	0.06	0.067	2,762.0	-	24.45	2,750
216	1296	0.0030	0.005	1.523	0.155	0.002	1.303	0.005	0.002	0.09	0.068	2,786.4	-	24.36	2,774
217	1302	0.0020	0.003	1.526	0.156	0.001	1.306	0.003	0.001	0.06	0.069	2,811.1	-	24.59	2,799
218	1308	0.0020	0.003	1.530	0.158	0.001	1.309	0.003	0.001	0.06	0.067	2,835.4	-	24.50	2,823
219	1314	0.0020	0.003	1.533	0.159	0.001	1.312	0.003	0.001	0.06	0.067	2,859.4	-	24.12	2,847
220	1320	0.0020	0.003	1.536	0.160	0.001	1.316	0.003	0.001	0.06	0.066	2,883.0	-	23.79	2,871
221	1326	0.0021	0.003	1.539	0.161	0.001	1.319	0.003	0.001	0.06	0.065	2,906.5	-	23.54	2,895
222	1332	0.0020	0.003	1.543	0.162	0.001	1.322	0.003	0.001	0.06	0.065	2,929.7	-	23.35	2,918
223	1338	0.0020	0.003	1.546	0.163	0.001	1.325	0.003	0.001	0.06	0.064	2,952.8	-	23.17	2,941
224	1344	0.0020	0.003	1.549	0.164	0.001	1.328	0.003	0.001	0.06	0.064	2,975.7	-	22.98	2,964
225	1350	0.0020	0.003	1.552	0.165	0.001	1.332	0.003	0.001	0.06	0.063	2,998.4	-	22.81	2,987
226	1356	0.0020	0.003	1.555	0.167	0.001	1.335	0.003	0.001	0.06	0.063	3,021.0	-	22.68	3,010
227	1362	0.0020	0.003	1.559	0.168	0.001	1.338	0.003	0.001	0.06	0.063	3,043.5	-	22.56	3,032
228	1368	0.0020	0.003	1.562	0.169	0.001	1.341	0.003	0.001	0.06	0.062	3,066.0	-	22.47	3,055
229	1374	0.0020	0.003	1.565	0.170	0.001	1.344	0.003	0.001	0.06	0.062	3,088.3	-	22.39	3,077
230	1380	0.0020	0.003	1.568	0.171	0.001	1.347	0.003	0.001	0.06	0.062	3,110.6	-	22.33	3,099
231	1386	0.0020	0.003	1.571	0.172	0.001	1.350	0.003	0.001	0.06	0.062	3,132.9	-	22.29	3,122
232	1392	0.0020	0.003	1.575	0.173	0.001	1.354	0.003	0.001	0.06	0.062	3,155.1	-	22.25	3,144
233	1398	0.0020	0.003	1.578	0.174	0.001	1.357	0.003	0.001	0.06	0.062	3,177.3	-	22.23	3,166
234	1404	0.0020	0.003	1.581	0.176	0.001	1.360	0.003	0.001	0.06	0.062	3,199.6	-	22.21	3,188
235	1410	0.0020	0.003	1.584	0.177	0.001	1.363	0.003	0.001	0.06	0.062	3,221.8	-	22.20	3,211
236	1416	0.0020	0.003	1.587	0.178	0.001	1.366	0.003	0.001	0.06	0.062	3,244.0	-	22.20	3,233
237	1422	0.0020	0.003	1.591	0.179	0.001	1.369	0.003	0.001	0.06	0.062	3,266.2	-	22.21	3,255
238	1428	0.0020	0.003	1.594	0.180	0.001	1.373	0.003	0.001	0.06	0.062	3,288.4	-	22.22	3,277
239	1434	0.0020	0.003	1.597	0.181	0.001	1.376	0.003	0.001	0.06	0.062	3,310.7	-	22.24	3,300
240	1440	0.0020	0.003	1.600	0.183	0.001	1.379	0.003	0.001	0.06	0.062	3,332.9	-	22.26	3,322

Area 1 - Proposed

Storm: 25Yr 24Hr

SCS Type 1A Storm Hyetograph Values

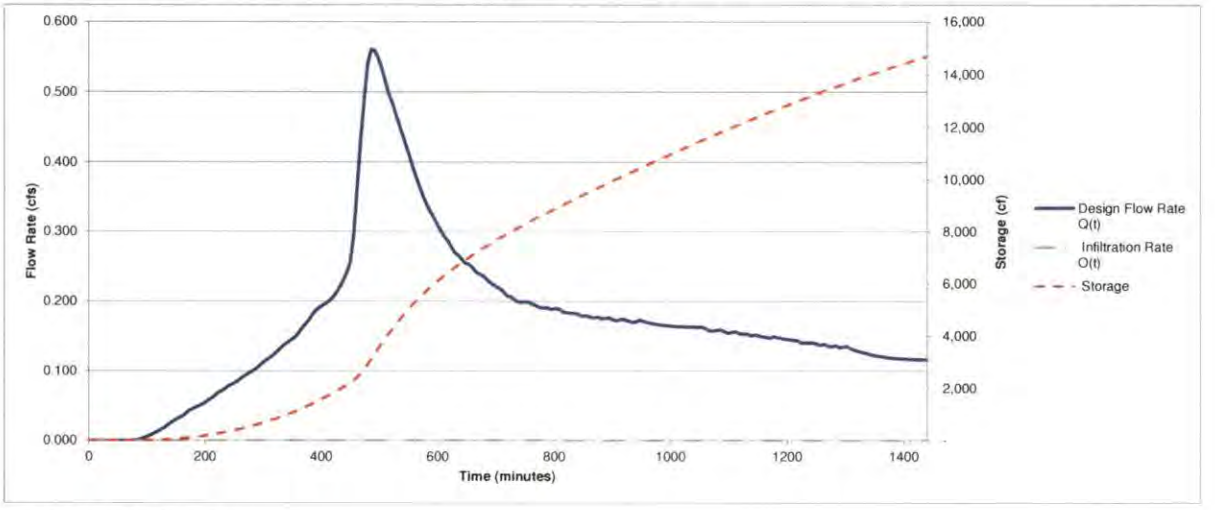
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	5.30	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	49.3	minutes	w =	0.057	
Total Infiltration Rate =	-	cfs			

Summary

Peak Design Flow =	0.561	cfs
Required Storage =	14,668	cf
Peak Hour Runoff =	1,871	cf

Pervious Area:	A_{perv}=	2.65	acres	CN_{perv} =	74	S_{perv} =	3.51	$0.2*S_{perv}$ =	0.70
Impervious Area:	A_{imp}=	2.65	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm from Table 4.2.2
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area — If $P \le 0.2*S_{perv}$, then = 0; otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area — If $P \le 0.2S_{imp}$, then = 0; otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)- D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, $I(t) = 60.5*D(t) * A/dt$
12 Design Flow Rate, $Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]$
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 1 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	0.000	0.00	0.000	0.0	-	0.00	0
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	0.000	0.00	0.000	0.1	-	0.04	0
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	0.000	0.01	0.001	0.4	-	0.22	0
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	0.000	0.01	0.002	1.2	-	0.58	1

Area 1 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	0.000	0.02	0.004	2.7	-	1.12	2
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	0.000	0.02	0.006	4.8	-	1.79	4
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	0.001	0.03	0.008	7.8	-	2.58	6
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	0.001	0.03	0.011	11.7	-	3.46	10
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	0.001	0.04	0.014	16.6	-	4.40	14
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	0.001	0.04	0.016	22.5	-	5.39	20
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	0.001	0.04	0.019	29.4	-	6.41	26
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	0.001	0.06	0.023	37.8	-	7.62	34
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	0.001	0.05	0.027	47.4	-	9.00	43
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	0.001	0.05	0.030	58.2	-	10.20	53
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	0.001	0.06	0.033	69.9	-	11.22	64
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	0.001	0.06	0.035	82.6	-	12.23	76
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	0.002	0.08	0.039	96.8	-	13.45	90
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	0.001	0.06	0.043	112.3	-	14.84	105
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	0.001	0.07	0.046	128.7	-	15.97	121
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	0.001	0.07	0.048	146.0	-	16.85	137
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	0.001	0.07	0.050	164.2	-	17.71	155
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	0.001	0.07	0.053	183.1	-	18.56	174
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	0.002	0.10	0.056	203.4	-	19.63	193
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	0.001	0.08	0.060	225.0	-	20.92	214
36	216	0.0040	0.006	0.163	-	-	0.046	0.004	0.002	0.10	0.063	247.7	-	22.15	236
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	0.002	0.11	0.068	272.2	-	23.61	260
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	0.002	0.08	0.071	297.7	-	24.98	285
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	0.002	0.11	0.074	324.2	-	26.00	311
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	0.002	0.11	0.078	352.2	-	27.28	338
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	0.002	0.09	0.080	381.2	-	28.48	367
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	0.002	0.12	0.083	410.9	-	29.33	396
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	0.002	0.12	0.087	442.1	-	30.45	426
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	0.002	0.12	0.090	474.5	-	31.82	458
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	0.002	0.12	0.094	508.3	-	33.10	491
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	0.002	0.12	0.097	543.1	-	34.31	526
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	0.002	0.12	0.100	579.1	-	35.44	561
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	0.002	0.13	0.103	616.2	-	36.51	598
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	0.003	0.16	0.107	654.9	-	37.86	636
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	0.002	0.13	0.112	695.0	-	39.44	675
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	0.003	0.16	0.116	736.7	-	40.91	716
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	0.002	0.13	0.119	779.6	-	42.28	758
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	0.003	0.17	0.123	823.8	-	43.55	802
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	0.003	0.17	0.128	869.8	-	45.09	847
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	0.003	0.17	0.133	917.5	-	46.86	894
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	0.003	0.17	0.137	966.8	-	48.49	942
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	0.003	0.17	0.141	1,017.5	-	50.00	992
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	0.003	0.17	0.145	1,069.6	-	51.40	1,044
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	0.003	0.18	0.148	1,122.9	-	52.69	1,096
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	0.004	0.21	0.153	1,178.1	-	54.26	1,150
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	0.004	0.21	0.160	1,235.8	-	56.44	1,207
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	0.004	0.22	0.166	1,295.7	-	58.79	1,266
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	0.004	0.22	0.172	1,357.6	-	60.95	1,327
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	0.005	0.25	0.179	1,422.3	-	63.29	1,390
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	0.004	0.22	0.186	1,489.3	-	65.81	1,456
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	0.004	0.22	0.190	1,557.7	-	67.72	1,523
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	0.004	0.22	0.194	1,627.4	-	69.09	1,593
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	0.004	0.22	0.197	1,698.4	-	70.35	1,663
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	0.004	0.22	0.200	1,770.5	-	71.52	1,734
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	0.005	0.26	0.205	1,844.4	-	72.98	1,807
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	0.005	0.26	0.212	1,920.7	-	75.10	1,883
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	0.006	0.30	0.220	2,000.0	-	77.82	1,960
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	0.006	0.31	0.230	2,082.8	-	81.07	2,041
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	0.006	0.35	0.241	2,169.6	-	84.79	2,126
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	0.007	0.39	0.255	2,261.5	-	89.35	2,216
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	0.015	0.82	0.295	2,367.7	-	99.08	2,315
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	0.018	0.94	0.362	2,498.2	-	118.33	2,433
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	0.018	0.95	0.429	2,652.8	-	142.50	2,575
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	0.018	0.96	0.490	2,829.1	-	165.45	2,741
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	0.017	0.88	0.539	3,023.2	-	185.23	2,926
81	486	0.0140	0.022	0.704	0.000	0.000	0.507	0.021	0.011	0.57	0.561	3,225.0	-	197.98	3,124
82	492	0.0130	0.021	0.725	0.000	0.000	0.527	0.020	0.010	0.53	0.559	3,426.3	-	201.53	3,326
83	498	0.0100	0.016	0.741	0.000	0.000	0.542	0.015	0.008	0.41	0.549	3,623.9	-	199.45	3,525
84	504	0.0100	0.016	0.757	0.001	0.000	0.557	0.015	0.008	0.42	0.534	3,816.0	-	194.87	3,720
85	510	0.0080	0.013	0.770	0.001	0.000	0.569	0.012	0.006	0.34	0.516	4,001.7	-	188.88	3,909
86	516	0.0090	0.014	0.784	0.002	0.001	0.583	0.014	0.007	0.38	0.498	4,180.9	-	182.43	4,091
87	522	0.0090	0.014	0.798	0.003	0.001	0.597	0.014	0.007	0.39	0.485	4,355.4	-	176.86	4,268
88	528	0.0070	0.011	0.810	0.003	0.001	0.608	0.011	0.006	0.30	0.469	4,524.1	-	171.62	4,440
89	534	0.0080	0.013	0.822	0.004	0.001	0.620	0.012	0.007	0.35	0.452	4,686.9	-	165.76	4,606
90	540	0.0070	0.011	0.834	0.005	0.001	0.630	0.011	0.006	0.31	0.438	4,844.6	-	160.24	4,766
91	546	0.0070	0.011	0.845	0.006	0.001	0.641	0.011	0.006	0.31	0.423	4,996.9	-	154.98	4,921
92	552	0.0060	0.010	0.854	0.006	0.001	0.650	0.009	0.005	0.27	0.408	5,143.6	-	149.50	5,070
93	558	0.0060	0.010	0.864	0.007	0.001	0.660	0.009	0.005	0.27	0.391	5,284.5	-	143.80	5,214

Area 1 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	0.008	0.001	0.669	0.009	0.005	0.27	0.377	5,420.3	-	138.37	5,352
95	570	0.0050	0.008	0.882	0.009	0.001	0.677	0.008	0.004	0.23	0.362	5,550.8	-	133.15	5,486
96	576	0.0060	0.010	0.891	0.010	0.001	0.686	0.009	0.005	0.27	0.349	5,676.6	-	128.11	5,614
97	582	0.0050	0.008	0.899	0.010	0.001	0.694	0.008	0.004	0.23	0.338	5,798.2	-	123.70	5,737
98	588	0.0060	0.010	0.909	0.011	0.001	0.703	0.009	0.005	0.27	0.328	5,916.3	-	119.85	5,857
99	594	0.0050	0.008	0.917	0.012	0.001	0.710	0.008	0.004	0.23	0.319	6,031.2	-	116.49	5,974
100	600	0.0050	0.008	0.925	0.013	0.001	0.718	0.008	0.004	0.23	0.309	6,142.4	-	113.08	6,087
101	606	0.0050	0.008	0.933	0.014	0.001	0.726	0.008	0.004	0.23	0.300	6,250.4	-	109.63	6,196
102	612	0.0050	0.008	0.941	0.015	0.001	0.734	0.008	0.004	0.23	0.292	6,355.6	-	106.61	6,303
103	618	0.0050	0.008	0.949	0.016	0.001	0.741	0.008	0.004	0.23	0.285	6,458.4	-	103.98	6,407
104	624	0.0040	0.006	0.955	0.017	0.001	0.748	0.006	0.004	0.19	0.277	6,558.0	-	101.20	6,508
105	630	0.0050	0.008	0.963	0.018	0.001	0.755	0.008	0.004	0.23	0.269	6,655.0	-	98.29	6,607
106	636	0.0050	0.008	0.971	0.019	0.001	0.763	0.008	0.004	0.24	0.265	6,750.5	-	96.24	6,703
107	642	0.0040	0.006	0.978	0.020	0.001	0.769	0.006	0.004	0.19	0.259	6,843.9	-	94.45	6,797
108	648	0.0050	0.008	0.986	0.021	0.001	0.777	0.008	0.004	0.24	0.254	6,935.3	-	92.41	6,890
109	654	0.0050	0.008	0.994	0.022	0.001	0.785	0.008	0.004	0.24	0.252	7,026.1	-	91.12	6,981
110	660	0.0040	0.006	1.000	0.023	0.001	0.791	0.006	0.004	0.19	0.248	7,115.4	-	90.02	7,071
111	666	0.0040	0.006	1.006	0.024	0.001	0.797	0.006	0.004	0.19	0.241	7,202.3	-	88.08	7,159
112	672	0.0050	0.008	1.014	0.025	0.001	0.805	0.008	0.004	0.24	0.239	7,288.1	-	86.39	7,245
113	678	0.0040	0.006	1.021	0.026	0.001	0.811	0.006	0.004	0.19	0.236	7,373.1	-	85.42	7,331
114	684	0.0040	0.006	1.027	0.027	0.001	0.817	0.006	0.004	0.19	0.231	7,456.3	-	84.09	7,415
115	690	0.0040	0.006	1.034	0.028	0.001	0.824	0.006	0.004	0.19	0.227	7,538.0	-	82.44	7,497
116	696	0.0040	0.006	1.040	0.030	0.001	0.830	0.006	0.004	0.19	0.223	7,618.3	-	80.99	7,578
117	702	0.0040	0.006	1.046	0.031	0.001	0.836	0.006	0.004	0.20	0.220	7,697.5	-	79.74	7,658
118	708	0.0040	0.006	1.053	0.032	0.001	0.842	0.006	0.004	0.20	0.217	7,775.6	-	78.65	7,737
119	714	0.0030	0.005	1.058	0.033	0.001	0.847	0.005	0.003	0.15	0.212	7,851.9	-	77.20	7,814
120	720	0.0040	0.006	1.064	0.034	0.001	0.853	0.006	0.004	0.20	0.207	7,926.5	-	75.43	7,889
121	726	0.0040	0.006	1.070	0.035	0.001	0.859	0.006	0.004	0.20	0.206	8,000.7	-	74.39	7,964
122	732	0.0030	0.005	1.075	0.036	0.001	0.864	0.005	0.003	0.15	0.202	8,073.5	-	73.49	8,037
123	738	0.0040	0.006	1.082	0.037	0.001	0.870	0.006	0.004	0.20	0.199	8,145.0	-	72.19	8,109
124	744	0.0040	0.006	1.088	0.038	0.001	0.876	0.006	0.004	0.20	0.199	8,216.6	-	71.58	8,181
125	750	0.0040	0.006	1.094	0.039	0.001	0.883	0.006	0.004	0.20	0.199	8,288.2	-	71.56	8,252
126	756	0.0040	0.006	1.101	0.041	0.001	0.889	0.006	0.004	0.20	0.199	8,359.8	-	71.57	8,324
127	762	0.0030	0.005	1.106	0.041	0.001	0.894	0.005	0.003	0.15	0.196	8,430.3	-	71.09	8,395
128	768	0.0040	0.006	1.112	0.043	0.001	0.900	0.006	0.004	0.20	0.194	8,500.1	-	70.15	8,465
129	774	0.0030	0.005	1.117	0.044	0.001	0.904	0.005	0.003	0.15	0.192	8,569.0	-	69.35	8,535
130	780	0.0040	0.006	1.123	0.045	0.001	0.911	0.006	0.004	0.20	0.190	8,637.4	-	68.65	8,603
131	786	0.0040	0.006	1.130	0.046	0.001	0.917	0.006	0.004	0.20	0.191	8,706.2	-	68.57	8,672
132	792	0.0030	0.005	1.134	0.047	0.001	0.922	0.005	0.003	0.15	0.189	8,774.4	-	68.51	8,740
133	798	0.0040	0.006	1.141	0.049	0.001	0.928	0.006	0.004	0.20	0.188	8,842.1	-	67.95	8,808
134	804	0.0040	0.006	1.147	0.050	0.001	0.934	0.006	0.004	0.20	0.190	8,910.4	-	68.00	8,876
135	810	0.0030	0.005	1.152	0.051	0.001	0.939	0.005	0.003	0.15	0.188	8,978.2	-	68.06	8,944
136	816	0.0030	0.005	1.157	0.052	0.001	0.943	0.005	0.003	0.15	0.184	9,044.5	-	67.08	9,011
137	822	0.0040	0.006	1.163	0.053	0.001	0.950	0.006	0.004	0.20	0.184	9,110.6	-	66.22	9,078
138	828	0.0030	0.005	1.168	0.054	0.001	0.954	0.005	0.003	0.15	0.183	9,176.6	-	66.01	9,144
139	834	0.0040	0.006	1.174	0.056	0.001	0.961	0.006	0.004	0.21	0.183	9,242.3	-	65.83	9,209
140	840	0.0030	0.005	1.179	0.057	0.001	0.965	0.005	0.003	0.15	0.182	9,307.9	-	65.69	9,275
141	846	0.0030	0.005	1.184	0.058	0.001	0.970	0.005	0.003	0.15	0.179	9,372.4	-	65.04	9,340
142	852	0.0040	0.006	1.190	0.059	0.001	0.976	0.006	0.004	0.21	0.179	9,436.9	-	64.49	9,405
143	858	0.0030	0.005	1.195	0.061	0.001	0.981	0.005	0.003	0.15	0.179	9,501.5	-	64.54	9,469
144	864	0.0030	0.005	1.200	0.062	0.001	0.986	0.005	0.003	0.16	0.177	9,565.0	-	64.07	9,533
145	870	0.0040	0.006	1.206	0.063	0.001	0.992	0.006	0.004	0.21	0.177	9,628.8	-	63.67	9,597
146	876	0.0030	0.005	1.211	0.064	0.001	0.997	0.005	0.003	0.16	0.178	9,692.8	-	63.86	9,661
147	882	0.0030	0.005	1.216	0.065	0.001	1.001	0.005	0.003	0.16	0.175	9,755.8	-	63.50	9,724
148	888	0.0040	0.006	1.222	0.067	0.002	1.008	0.006	0.004	0.21	0.176	9,819.2	-	63.20	9,787
149	894	0.0030	0.005	1.227	0.068	0.001	1.012	0.005	0.003	0.16	0.177	9,882.8	-	63.48	9,851
150	900	0.0030	0.005	1.232	0.069	0.001	1.017	0.005	0.003	0.16	0.174	9,945.6	-	63.21	9,914
151	906	0.0030	0.005	1.237	0.070	0.001	1.022	0.005	0.003	0.16	0.172	10,007.6	-	62.44	9,977
152	912	0.0040	0.006	1.243	0.072	0.002	1.028	0.006	0.004	0.21	0.174	10,070.2	-	62.31	10,039
153	918	0.0030	0.005	1.248	0.073	0.001	1.033	0.005	0.003	0.16	0.175	10,133.1	-	62.74	10,102
154	924	0.0030	0.005	1.253	0.074	0.001	1.037	0.005	0.003	0.16	0.173	10,195.4	-	62.60	10,164
155	930	0.0030	0.005	1.258	0.076	0.001	1.042	0.005	0.003	0.16	0.171	10,257.0	-	61.94	10,226
156	936	0.0030	0.005	1.262	0.077	0.001	1.047	0.005	0.003	0.16	0.170	10,318.1	-	61.37	10,288
157	942	0.0040	0.006	1.269	0.079	0.002	1.053	0.006	0.004	0.21	0.171	10,379.9	-	61.42	10,349
158	948	0.0030	0.005	1.274	0.080	0.001	1.058	0.005	0.003	0.16	0.173	10,442.2	-	62.03	10,411
159	954	0.0030	0.005	1.278	0.081	0.001	1.062	0.005	0.003	0.16	0.171	10,503.9	-	62.02	10,473
160	960	0.0030	0.005	1.283	0.082	0.001	1.067	0.005	0.003	0.16	0.170	10,565.1	-	61.49	10,535
161	966	0.0030	0.005	1.288	0.084	0.001	1.072	0.005	0.003	0.16	0.169	10,626.0	-	61.02	10,596
162	972	0.0030	0.005	1.293	0.085	0.001	1.077	0.005	0.003	0.16	0.168	10,686.4	-	60.62	10,656
163	978	0.0030	0.005	1.298	0.086	0.001	1.081	0.005	0.003	0.16	0.167	10,746.5	-	60.27	10,716
164	984	0.0030	0.005	1.302	0.087	0.001	1.086	0.005	0.003	0.16	0.166	10,806.3	-	59.97	10,776
165	990	0.0030	0.005	1.307	0.089	0.001	1.091	0.005	0.003	0.16	0.166	10,865.9	-	59.72	10,836
166	996	0.0030	0.005	1.312	0.090	0.001	1.095	0.005	0.003	0.16	0.165	10,925.3	-	59.50	10,896
167	1002	0.0030	0.005	1.317	0.091	0.001	1.100	0.005	0.003	0.16	0.165	10,984.6	-	59.32	10,955
168	1008	0.0030	0.005	1.322	0.093	0.001	1.105	0.005	0.003	0.16	0.164	11,043.7	-	59.17	11,014
169	1014	0.0030	0.005	1.326	0.094	0.001	1.109	0.005	0.003	0.16	0.164	11,102.7	-	59.05	11,073
170	1020	0.0030	0.005	1.331	0.095	0.001	1.114	0.005	0.003	0.16	0.164	11,161.6	-	58.95	11,132
171	1026	0.0030	0.005	1.336	0.097	0.001	1.119	0.005	0.003	0.16	0.163	11,220.4	-	58.87	11,191

Area 1 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	0.098	0.001	1.124	0.005	0.003	0.16	0.163	11,279.2	-	58.81	11,250
173	1038	0.0030	0.005	1.346	0.099	0.001	1.128	0.005	0.003	0.16	0.163	11,338.0	-	58.77	11,309
174	1044	0.0030	0.005	1.350	0.101	0.001	1.133	0.005	0.003	0.16	0.163	11,396.7	-	58.74	11,367
175	1050	0.0030	0.005	1.355	0.102	0.001	1.138	0.005	0.003	0.16	0.163	11,455.4	-	58.72	11,426
176	1056	0.0030	0.005	1.360	0.104	0.001	1.142	0.005	0.003	0.16	0.163	11,514.1	-	58.72	11,485
177	1062	0.0020	0.003	1.363	0.105	0.001	1.146	0.003	0.002	0.11	0.160	11,571.7	-	58.16	11,543
178	1068	0.0030	0.005	1.368	0.106	0.001	1.150	0.005	0.003	0.16	0.157	11,628.4	-	57.11	11,600
179	1074	0.0030	0.005	1.373	0.107	0.001	1.155	0.005	0.003	0.16	0.158	11,685.2	-	56.75	11,657
180	1080	0.0030	0.005	1.378	0.109	0.001	1.160	0.005	0.003	0.16	0.159	11,742.4	-	57.01	11,714
181	1086	0.0030	0.005	1.382	0.110	0.001	1.164	0.005	0.003	0.16	0.159	11,799.7	-	57.24	11,771
182	1092	0.0020	0.003	1.386	0.111	0.001	1.168	0.003	0.002	0.11	0.157	11,856.2	-	56.89	11,828
183	1098	0.0030	0.005	1.390	0.113	0.001	1.172	0.005	0.003	0.16	0.154	11,911.8	-	56.03	11,884
184	1104	0.0030	0.005	1.395	0.114	0.001	1.177	0.005	0.003	0.16	0.156	11,967.8	-	55.83	11,940
185	1110	0.0030	0.005	1.400	0.115	0.001	1.182	0.005	0.003	0.17	0.157	12,024.3	-	56.23	11,996
186	1116	0.0020	0.003	1.403	0.116	0.001	1.185	0.003	0.002	0.11	0.155	12,079.9	-	56.03	12,052
187	1122	0.0030	0.005	1.408	0.118	0.001	1.190	0.005	0.003	0.17	0.153	12,134.8	-	55.29	12,107
188	1128	0.0030	0.005	1.413	0.119	0.001	1.194	0.005	0.003	0.17	0.154	12,190.3	-	55.21	12,163
189	1134	0.0020	0.003	1.416	0.120	0.001	1.197	0.003	0.002	0.11	0.152	12,245.1	-	55.15	12,218
190	1140	0.0030	0.005	1.421	0.122	0.001	1.202	0.005	0.003	0.17	0.151	12,299.4	-	54.53	12,272
191	1146	0.0030	0.005	1.426	0.123	0.001	1.207	0.005	0.003	0.17	0.152	12,354.2	-	54.56	12,327
192	1152	0.0020	0.003	1.429	0.124	0.001	1.210	0.003	0.002	0.11	0.151	12,408.5	-	54.59	12,381
193	1158	0.0030	0.005	1.434	0.126	0.002	1.215	0.005	0.003	0.17	0.149	12,462.3	-	54.05	12,435
194	1164	0.0020	0.003	1.437	0.127	0.001	1.218	0.003	0.002	0.11	0.148	12,515.7	-	53.58	12,489
195	1170	0.0030	0.005	1.442	0.128	0.002	1.223	0.005	0.003	0.17	0.147	12,568.7	-	53.18	12,542
196	1176	0.0030	0.005	1.446	0.130	0.002	1.227	0.005	0.003	0.17	0.149	12,622.5	-	53.40	12,596
197	1182	0.0020	0.003	1.450	0.131	0.001	1.231	0.003	0.002	0.11	0.148	12,675.9	-	53.60	12,649
198	1188	0.0030	0.005	1.454	0.132	0.002	1.235	0.005	0.003	0.17	0.147	12,728.9	-	53.21	12,702
199	1194	0.0020	0.003	1.458	0.134	0.001	1.238	0.003	0.002	0.11	0.146	12,781.6	-	52.87	12,755
200	1200	0.0030	0.005	1.462	0.135	0.002	1.243	0.005	0.003	0.17	0.146	12,834.1	-	52.57	12,808
201	1206	0.0020	0.003	1.466	0.136	0.001	1.246	0.003	0.002	0.11	0.145	12,886.2	-	52.31	12,860
202	1212	0.0030	0.005	1.470	0.138	0.002	1.251	0.005	0.003	0.17	0.144	12,938.2	-	52.09	12,912
203	1218	0.0020	0.003	1.474	0.139	0.001	1.254	0.003	0.002	0.11	0.144	12,990.1	-	51.91	12,964
204	1224	0.0020	0.003	1.477	0.140	0.001	1.257	0.003	0.002	0.11	0.140	13,040.6	-	51.16	13,015
205	1230	0.0030	0.005	1.482	0.141	0.002	1.262	0.005	0.003	0.17	0.140	13,091.1	-	50.51	13,066
206	1236	0.0020	0.003	1.485	0.142	0.001	1.265	0.003	0.002	0.11	0.140	13,141.6	-	50.52	13,116
207	1242	0.0030	0.005	1.490	0.144	0.002	1.270	0.005	0.003	0.17	0.140	13,192.2	-	50.54	13,167
208	1248	0.0020	0.003	1.493	0.145	0.001	1.273	0.003	0.002	0.11	0.140	13,242.7	-	50.56	13,217
209	1254	0.0020	0.003	1.496	0.146	0.001	1.276	0.003	0.002	0.11	0.137	13,292.1	-	49.99	13,267
210	1260	0.0030	0.005	1.501	0.148	0.002	1.281	0.005	0.003	0.17	0.138	13,341.7	-	49.50	13,317
211	1266	0.0020	0.003	1.504	0.149	0.001	1.284	0.003	0.002	0.11	0.138	13,391.5	-	49.66	13,367
212	1272	0.0020	0.003	1.507	0.150	0.001	1.287	0.003	0.002	0.11	0.135	13,440.2	-	49.21	13,416
213	1278	0.0030	0.005	1.512	0.152	0.002	1.292	0.005	0.003	0.17	0.136	13,489.1	-	48.83	13,465
214	1284	0.0020	0.003	1.515	0.153	0.001	1.295	0.003	0.002	0.11	0.137	13,538.3	-	49.07	13,514
215	1290	0.0020	0.003	1.518	0.154	0.001	1.298	0.003	0.002	0.11	0.134	13,586.5	-	48.71	13,562
216	1296	0.0030	0.005	1.523	0.155	0.002	1.303	0.005	0.003	0.17	0.135	13,635.1	-	48.40	13,611
217	1302	0.0020	0.003	1.526	0.156	0.001	1.306	0.003	0.002	0.11	0.136	13,683.9	-	48.71	13,660
218	1308	0.0020	0.003	1.530	0.158	0.001	1.309	0.003	0.002	0.11	0.133	13,731.9	-	48.40	13,708
219	1314	0.0020	0.003	1.533	0.159	0.001	1.312	0.003	0.002	0.11	0.131	13,779.0	-	47.55	13,755
220	1320	0.0020	0.003	1.536	0.160	0.001	1.316	0.003	0.002	0.11	0.129	13,825.5	-	46.80	13,802
221	1326	0.0021	0.003	1.539	0.161	0.001	1.319	0.003	0.002	0.12	0.128	13,871.4	-	46.19	13,848
222	1332	0.0020	0.003	1.543	0.162	0.001	1.322	0.003	0.002	0.11	0.126	13,916.9	-	45.72	13,894
223	1338	0.0020	0.003	1.546	0.163	0.001	1.325	0.003	0.002	0.11	0.125	13,961.9	-	45.25	13,939
224	1344	0.0020	0.003	1.549	0.164	0.001	1.328	0.003	0.002	0.11	0.124	14,006.5	-	44.77	13,984
225	1350	0.0020	0.003	1.552	0.165	0.001	1.332	0.003	0.002	0.11	0.123	14,050.6	-	44.36	14,029
226	1356	0.0020	0.003	1.555	0.167	0.001	1.335	0.003	0.002	0.11	0.122	14,094.5	-	43.99	14,073
227	1362	0.0020	0.003	1.559	0.168	0.001	1.338	0.003	0.002	0.11	0.121	14,138.0	-	43.68	14,116
228	1368	0.0020	0.003	1.562	0.169	0.001	1.341	0.003	0.002	0.11	0.120	14,181.3	-	43.40	14,160
229	1374	0.0020	0.003	1.565	0.170	0.001	1.344	0.003	0.002	0.11	0.120	14,224.3	-	43.15	14,203
230	1380	0.0020	0.003	1.568	0.171	0.001	1.347	0.003	0.002	0.11	0.119	14,267.1	-	42.94	14,246
231	1386	0.0020	0.003	1.571	0.172	0.001	1.350	0.003	0.002	0.11	0.119	14,309.8	-	42.76	14,288
232	1392	0.0020	0.003	1.575	0.173	0.001	1.354	0.003	0.002	0.12	0.118	14,352.3	-	42.60	14,331
233	1398	0.0020	0.003	1.578	0.174	0.001	1.357	0.003	0.002	0.12	0.118	14,394.7	-	42.46	14,374
234	1404	0.0020	0.003	1.581	0.176	0.001	1.360	0.003	0.002	0.12	0.117	14,437.0	-	42.34	14,416
235	1410	0.0020	0.003	1.584	0.177	0.001	1.363	0.003	0.002	0.12	0.117	14,479.2	-	42.24	14,458
236	1416	0.0020	0.003	1.587	0.178	0.001	1.366	0.003	0.002	0.12	0.117	14,521.3	-	42.15	14,500
237	1422	0.0020	0.003	1.591	0.179	0.001	1.369	0.003	0.002	0.12	0.117	14,563.4	-	42.08	14,542
238	1428	0.0020	0.003	1.594	0.180	0.001	1.373	0.003	0.002	0.12	0.117	14,605.4	-	42.02	14,584
239	1434	0.0020	0.003	1.597	0.181	0.001	1.376	0.003	0.002	0.12	0.117	14,647.3	-	41.97	14,626
240	1440	0.0020	0.003	1.600	0.183	0.001	1.379	0.003	0.002	0.12	0.116	14,689.2	-	41.93	14,668

Area 2 - Existing

Storm: 25Yr 24Hr

SCS Type 1A Storm Hyetograph Values

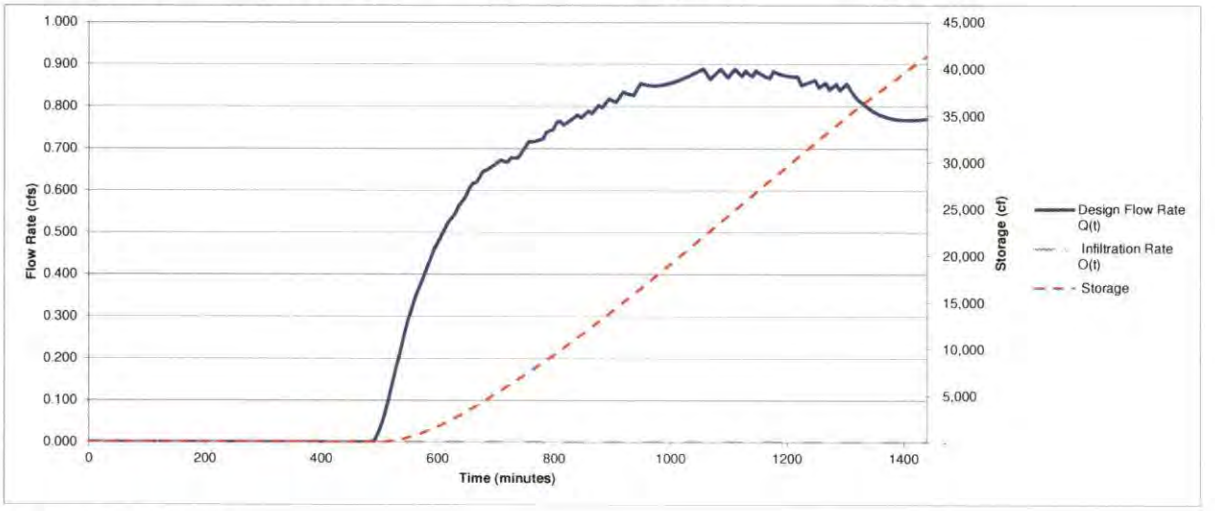
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	66.09	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	49.3	minutes	w =	0.057	
Total Infiltration Rate =	-	cfs			

Summary

Peak Design Flow =	0.890	cfs
Required Storage =	41,385	cf
Peak Hour Runoff =	3,169	cf

Pervious Area:	A_{perv}=	66.085	acres	CN_{perv} =	74	S_{perv} =	3.51	$0.2*S_{perv}$ =	0.70
Impervious Area:	A_{imp}=	0.000	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm from Table 4.2.2
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area — If $P \le 0.2*S_{perv}$, then = 0; otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area — If $P \le 0.2S_{imp}$, then = 0; otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)\cdot D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * Al
15 Change in Storage = dt * { [(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]}
16 Storage = Storage from previous step plus change in storage

Area 2 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Raintall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	-	-	-	-	-	-	-
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	-	-	-	-	-	-	-
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	-	-	-	-	-	-	-
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	-	-	-	-	-	-	-

Area 2 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	-	-	-	-	-	-	-
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	-	-	-	-	-	-	-
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	-	-	-	-	-	-	-
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	-	-	-	-	-	-	-
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	-	-	-	-	-	-	-
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	-	-	-	-	-	-	-
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	-	-	-	-	-	-	-
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	-	-	-	-	-	-	-
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	-	-	-	-	-	-	-
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	-	-	-	-	-	-	-
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	-	-	-	-	-	-	-
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	-	-	-	-	-	-	-
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	-	-	-	-	-	-	-
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	-	-	-	-	-	-	-
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	-	-	-	-	-	-	-
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	-	-	-	-	-	-	-
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	-	-	-	-	-	-	-
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	-	-	-	-	-	-	-
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	-	-	-	-	-	-	-
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	-	-	-	-	-	-	-
36	216	0.0040	0.006	0.163	-	-	0.046	0.004	-	-	-	-	-	-	-
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	-	-	-	-	-	-	-
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	-	-	-	-	-	-	-
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	-	-	-	-	-	-	-
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	-	-	-	-	-	-	-
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	-	-	-	-	-	-	-
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	-	-	-	-	-	-	-
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	-	-	-	-	-	-	-
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	-	-	-	-	-	-	-
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	-	-	-	-	-	-	-
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	-	-	-	-	-	-	-
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	-	-	-	-	-	-	-
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	-	-	-	-	-	-	-
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	-	-	-	-	-	-	-
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	-	-	-	-	-	-	-
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	-	-	-	-	-	-	-
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	-	-	-	-	-	-	-
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	-	-	-	-	-	-	-
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	-	-	-	-	-	-	-
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	-	-	-	-	-	-	-
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	-	-	-	-	-	-	-
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	-	-	-	-	-	-	-
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	-	-	-	-	-	-	-
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	-	-	-	-	-	-	-
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	-	-	-	-	-	-	-
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	-	-	-	-	-	-	-
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	-	-	-	-	-	-	-
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	-	-	-	-	-	-	-
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	-	-	-	-	-	-	-
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	-	-	-	-	-	-	-
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	-	-	-	-	-	-	-
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	-	-	-	-	-	-	-
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	-	-	-	-	-	-	-
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	-	-	-	-	-	-	-
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	-	-	-	-	-	-	-
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	-	-	-	-	-	-	-
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	-	-	-	-	-	-	-
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	-	-	-	-	-	-	-
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	-	-	-	-	-	-	-
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	-	-	-	-	-	-	-
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	-	-	-	-	-	-	-
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	-	-	-	-	-	-	-
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	-	-	-	-	-	-	-
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	-	-	-	-	-	-	-
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	-	-	-	-	-	-	-
81	486	0.0140	0.022	0.704	0.000	0.000	0.507	0.021	0.000	0.00	0.000	0.0	-	0.00	0
82	492	0.0130	0.021	0.725	0.000	0.000	0.527	0.020	0.000	0.09	0.005	1.9	-	0.96	1
83	498	0.0100	0.016	0.741	0.000	0.000	0.542	0.015	0.000	0.18	0.020	9.2	-	4.61	6
84	504	0.0100	0.016	0.757	0.001	0.000	0.557	0.015	0.000	0.27	0.044	25.1	-	11.59	17
85	510	0.0080	0.013	0.770	0.001	0.000	0.569	0.012	0.000	0.29	0.071	50.7	-	20.75	38
86	516	0.0090	0.014	0.784	0.002	0.001	0.583	0.014	0.001	0.39	0.102	87.4	-	31.17	69
87	522	0.0090	0.014	0.798	0.003	0.001	0.597	0.014	0.001	0.47	0.140	137.7	-	43.47	113
88	528	0.0070	0.011	0.810	0.003	0.001	0.608	0.011	0.001	0.41	0.174	200.3	-	56.42	169
89	534	0.0080	0.013	0.822	0.004	0.001	0.620	0.012	0.001	0.52	0.208	275.1	-	68.70	238
90	540	0.0070	0.011	0.834	0.005	0.001	0.630	0.011	0.001	0.51	0.243	362.6	-	81.14	319
91	546	0.0070	0.011	0.845	0.006	0.001	0.641	0.011	0.001	0.55	0.276	461.7	-	93.34	412
92	552	0.0060	0.010	0.854	0.006	0.001	0.650	0.009	0.001	0.50	0.304	571.3	-	104.36	517
93	558	0.0060	0.010	0.864	0.007	0.001	0.660	0.009	0.001	0.53	0.329	689.7	-	113.96	630

Area 2 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	0.008	0.001	0.669	0.009	0.001	0.56	0.354	817.2	-	122.94	753
95	570	0.0050	0.008	0.882	0.009	0.001	0.677	0.008	0.001	0.49	0.374	951.9	-	131.11	885
96	576	0.0060	0.010	0.891	0.010	0.001	0.686	0.009	0.001	0.62	0.395	1,094.2	-	138.50	1,023
97	582	0.0050	0.008	0.899	0.010	0.001	0.694	0.008	0.001	0.54	0.416	1,244.0	-	146.08	1,169
98	588	0.0060	0.010	0.909	0.011	0.001	0.703	0.009	0.001	0.67	0.438	1,401.8	-	153.83	1,323
99	594	0.0050	0.008	0.917	0.012	0.001	0.710	0.008	0.001	0.58	0.460	1,567.5	-	161.72	1,485
100	600	0.0050	0.008	0.925	0.013	0.001	0.718	0.008	0.001	0.60	0.476	1,738.7	-	168.46	1,653
101	606	0.0050	0.008	0.933	0.014	0.001	0.726	0.008	0.001	0.63	0.492	1,915.7	-	174.12	1,827
102	612	0.0050	0.008	0.941	0.015	0.001	0.734	0.008	0.001	0.65	0.508	2,098.7	-	179.97	2,007
103	618	0.0050	0.008	0.949	0.016	0.001	0.741	0.008	0.001	0.67	0.525	2,287.7	-	185.97	2,193
104	624	0.0040	0.006	0.955	0.017	0.001	0.748	0.006	0.001	0.55	0.534	2,480.0	-	190.68	2,384
105	630	0.0050	0.008	0.963	0.018	0.001	0.755	0.008	0.001	0.70	0.545	2,676.1	-	194.19	2,578
106	636	0.0050	0.008	0.971	0.019	0.001	0.763	0.008	0.001	0.72	0.564	2,879.0	-	199.47	2,778
107	642	0.0040	0.006	0.978	0.020	0.001	0.769	0.006	0.001	0.59	0.574	3,085.6	-	204.79	2,982
108	648	0.0050	0.008	0.986	0.021	0.001	0.777	0.008	0.001	0.76	0.585	3,296.4	-	208.72	3,191
109	654	0.0050	0.008	0.994	0.022	0.001	0.785	0.008	0.001	0.77	0.606	3,514.6	-	214.47	3,405
110	660	0.0040	0.006	1.000	0.023	0.001	0.791	0.006	0.001	0.63	0.617	3,736.8	-	220.20	3,626
111	666	0.0040	0.006	1.006	0.024	0.001	0.797	0.006	0.001	0.65	0.620	3,959.9	-	222.68	3,848
112	672	0.0050	0.008	1.014	0.025	0.001	0.805	0.008	0.001	0.82	0.633	4,187.8	-	225.52	4,074
113	678	0.0040	0.006	1.021	0.026	0.001	0.811	0.006	0.001	0.67	0.646	4,420.5	-	230.27	4,304
114	684	0.0040	0.006	1.027	0.027	0.001	0.817	0.006	0.001	0.68	0.650	4,654.5	-	233.33	4,537
115	690	0.0040	0.006	1.034	0.028	0.001	0.824	0.006	0.001	0.70	0.655	4,890.2	-	234.84	4,772
116	696	0.0040	0.006	1.040	0.030	0.001	0.830	0.006	0.001	0.71	0.660	5,127.8	-	236.67	5,009
117	702	0.0040	0.006	1.046	0.031	0.001	0.836	0.006	0.001	0.72	0.666	5,367.7	-	238.78	5,248
118	708	0.0040	0.006	1.053	0.032	0.001	0.842	0.006	0.001	0.73	0.673	5,610.1	-	241.13	5,489
119	714	0.0030	0.005	1.058	0.033	0.001	0.847	0.005	0.001	0.56	0.670	5,851.3	-	241.77	5,731
120	720	0.0040	0.006	1.064	0.034	0.001	0.853	0.006	0.001	0.75	0.668	6,091.8	-	240.86	5,972
121	726	0.0040	0.006	1.070	0.035	0.001	0.859	0.006	0.001	0.76	0.679	6,336.1	-	242.40	6,214
122	732	0.0030	0.005	1.075	0.036	0.001	0.864	0.005	0.001	0.58	0.678	6,580.1	-	244.13	6,458
123	738	0.0040	0.006	1.082	0.037	0.001	0.870	0.006	0.001	0.78	0.678	6,824.3	-	244.10	6,702
124	744	0.0040	0.006	1.088	0.038	0.001	0.876	0.006	0.001	0.80	0.691	7,073.1	-	246.50	6,949
125	750	0.0040	0.006	1.094	0.039	0.001	0.883	0.006	0.001	0.81	0.704	7,326.4	-	251.08	7,200
126	756	0.0040	0.006	1.101	0.041	0.001	0.889	0.006	0.001	0.82	0.716	7,584.3	-	255.61	7,455
127	762	0.0030	0.005	1.106	0.041	0.001	0.894	0.005	0.001	0.62	0.717	7,842.3	-	257.93	7,713
128	768	0.0040	0.006	1.112	0.043	0.001	0.900	0.006	0.001	0.84	0.718	8,100.8	-	258.26	7,972
129	774	0.0030	0.005	1.117	0.044	0.001	0.904	0.005	0.001	0.64	0.720	8,360.1	-	258.91	8,230
130	780	0.0040	0.006	1.123	0.045	0.001	0.911	0.006	0.001	0.86	0.723	8,620.5	-	259.84	8,490
131	786	0.0040	0.006	1.130	0.046	0.001	0.917	0.006	0.001	0.87	0.739	8,886.7	-	263.27	8,754
132	792	0.0030	0.005	1.134	0.047	0.001	0.922	0.005	0.001	0.66	0.742	9,153.8	-	266.66	9,020
133	798	0.0040	0.006	1.141	0.049	0.001	0.928	0.006	0.001	0.89	0.746	9,422.3	-	267.80	9,288
134	804	0.0040	0.006	1.147	0.050	0.001	0.934	0.006	0.001	0.90	0.763	9,696.8	-	271.49	9,560
135	810	0.0030	0.005	1.152	0.051	0.001	0.939	0.005	0.001	0.68	0.766	9,972.5	-	275.11	9,835
136	816	0.0030	0.005	1.157	0.052	0.001	0.943	0.005	0.001	0.69	0.756	10,244.8	-	273.98	10,109
137	822	0.0040	0.006	1.163	0.053	0.001	0.950	0.006	0.001	0.93	0.762	10,519.1	-	273.33	10,382
138	828	0.0030	0.005	1.168	0.054	0.001	0.954	0.005	0.001	0.70	0.768	10,795.6	-	275.43	10,657
139	834	0.0040	0.006	1.174	0.056	0.001	0.961	0.006	0.001	0.94	0.774	11,074.4	-	277.63	10,935
140	840	0.0030	0.005	1.179	0.057	0.001	0.965	0.005	0.001	0.72	0.781	11,355.5	-	279.91	11,215
141	846	0.0030	0.005	1.184	0.058	0.001	0.970	0.005	0.001	0.72	0.774	11,633.9	-	279.77	11,495
142	852	0.0040	0.006	1.190	0.059	0.001	0.976	0.006	0.001	0.97	0.782	11,915.4	-	279.98	11,775
143	858	0.0030	0.005	1.195	0.061	0.001	0.981	0.005	0.001	0.74	0.790	12,199.8	-	282.95	12,058
144	864	0.0030	0.005	1.200	0.062	0.001	0.986	0.005	0.001	0.74	0.784	12,482.1	-	283.35	12,341
145	870	0.0040	0.006	1.206	0.063	0.001	0.992	0.006	0.001	1.00	0.794	12,767.9	-	284.03	12,625
146	876	0.0030	0.005	1.211	0.064	0.001	0.997	0.005	0.001	0.75	0.803	13,057.1	-	287.49	12,912
147	882	0.0030	0.005	1.216	0.065	0.001	1.001	0.005	0.001	0.76	0.798	13,344.4	-	288.24	13,201
148	888	0.0040	0.006	1.222	0.067	0.002	1.008	0.006	0.002	1.02	0.809	13,635.6	-	289.24	13,490
149	894	0.0030	0.005	1.227	0.068	0.001	1.012	0.005	0.001	0.77	0.819	13,930.4	-	293.03	13,783
150	900	0.0030	0.005	1.232	0.069	0.001	1.017	0.005	0.001	0.78	0.814	14,223.6	-	294.01	14,077
151	906	0.0030	0.005	1.237	0.070	0.001	1.022	0.005	0.001	0.79	0.811	14,515.4	-	292.49	14,370
152	912	0.0040	0.006	1.243	0.072	0.002	1.028	0.006	0.002	1.06	0.823	14,811.8	-	294.11	14,664
153	918	0.0030	0.005	1.248	0.073	0.001	1.033	0.005	0.001	0.80	0.835	15,112.5	-	298.55	14,952
154	924	0.0030	0.005	1.253	0.074	0.001	1.037	0.005	0.001	0.80	0.831	15,411.8	-	300.01	15,262
155	930	0.0030	0.005	1.258	0.076	0.001	1.042	0.005	0.001	0.81	0.829	15,710.2	-	298.82	15,561
156	936	0.0030	0.005	1.262	0.077	0.001	1.047	0.005	0.001	0.82	0.827	16,007.8	-	298.00	15,859
157	942	0.0040	0.006	1.269	0.079	0.002	1.053	0.006	0.002	1.10	0.842	16,310.8	-	300.34	16,159
158	948	0.0030	0.005	1.274	0.080	0.001	1.058	0.005	0.001	0.83	0.856	16,618.9	-	305.52	16,465
159	954	0.0030	0.005	1.278	0.081	0.001	1.062	0.005	0.001	0.83	0.853	16,925.9	-	307.52	16,772
160	960	0.0030	0.005	1.283	0.082	0.001	1.067	0.005	0.001	0.84	0.851	17,232.3	-	306.70	17,079
161	966	0.0030	0.005	1.288	0.084	0.001	1.072	0.005	0.001	0.85	0.850	17,538.3	-	306.21	17,385
162	972	0.0030	0.005	1.293	0.085	0.001	1.077	0.005	0.001	0.85	0.850	17,844.3	-	306.00	17,691
163	978	0.0030	0.005	1.298	0.086	0.001	1.081	0.005	0.001	0.86	0.850	18,150.4	-	306.04	17,997
164	984	0.0030	0.005	1.302	0.087	0.001	1.086	0.005	0.001	0.86	0.851	18,456.9	-	306.30	18,304
165	990	0.0030	0.005	1.307	0.089	0.001	1.091	0.005	0.001	0.87	0.853	18,763.9	-	306.76	18,610
166	996	0.0030	0.005	1.312	0.090	0.001	1.095	0.005	0.001	0.87	0.855	19,071.7	-	307.39	18,918
167	1002	0.0030	0.005	1.317	0.091	0.001	1.100	0.005	0.001	0.88	0.857	19,380.3	-	308.18	19,226
168	1008	0.0030	0.005	1.322	0.093	0.001	1.105	0.005	0.001	0.88	0.860	19,689.9	-	309.10	19,535
169	1014	0.0030	0.005	1.326	0.094	0.001	1.109	0.005	0.001	0.89	0.863	20,000.5	-	310.13	19,845
170	1020	0.0030	0.005	1.331	0.095	0.001	1.114	0.005	0.001	0.89	0.866	20,312.4	-	311.27	20,156
171	1026	0.0030	0.005	1.336	0.097	0.001	1.119	0.005	0.001	0.90	0.870	20,625.5	-	312.50	20,469

Area 2 - Existing

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	0.098	0.001	1.124	0.005	0.001	0.91	0.874	20,940.0	-	313.80	20,783
173	1038	0.0030	0.005	1.346	0.099	0.001	1.128	0.005	0.001	0.91	0.877	21,255.9	-	315.18	21,098
174	1044	0.0030	0.005	1.350	0.101	0.001	1.133	0.005	0.001	0.92	0.882	21,573.2	-	316.62	21,415
175	1050	0.0030	0.005	1.355	0.102	0.001	1.138	0.005	0.001	0.92	0.886	21,892.1	-	318.11	21,733
176	1056	0.0030	0.005	1.360	0.104	0.001	1.142	0.005	0.001	0.93	0.890	22,212.5	-	319.65	22,052
177	1062	0.0020	0.003	1.363	0.105	0.001	1.146	0.003	0.001	0.62	0.877	22,528.1	-	318.01	22,370
178	1068	0.0030	0.005	1.368	0.106	0.001	1.150	0.005	0.001	0.93	0.865	22,839.6	-	313.55	22,684
179	1074	0.0030	0.005	1.373	0.107	0.001	1.155	0.005	0.001	0.94	0.874	23,154.1	-	312.99	22,997
180	1080	0.0030	0.005	1.378	0.109	0.001	1.160	0.005	0.001	0.95	0.881	23,471.4	-	315.91	23,313
181	1086	0.0030	0.005	1.382	0.110	0.001	1.164	0.005	0.001	0.95	0.889	23,791.5	-	318.70	23,631
182	1092	0.0020	0.003	1.386	0.111	0.001	1.168	0.003	0.001	0.64	0.878	24,107.6	-	318.09	23,950
183	1098	0.0030	0.005	1.390	0.113	0.001	1.172	0.005	0.001	0.96	0.869	24,420.4	-	314.45	24,264
184	1104	0.0030	0.005	1.395	0.114	0.001	1.177	0.005	0.001	0.96	0.879	24,737.0	-	314.70	24,579
185	1110	0.0030	0.005	1.400	0.115	0.001	1.182	0.005	0.001	0.97	0.889	25,057.2	-	318.41	24,897
186	1116	0.0020	0.003	1.403	0.116	0.001	1.185	0.003	0.001	0.65	0.880	25,374.1	-	318.55	25,216
187	1122	0.0030	0.005	1.408	0.118	0.001	1.190	0.005	0.001	0.98	0.873	25,688.2	-	315.50	25,531
188	1128	0.0030	0.005	1.413	0.119	0.001	1.194	0.005	0.001	0.98	0.885	26,006.8	-	316.34	25,848
189	1134	0.0020	0.003	1.416	0.120	0.001	1.197	0.003	0.001	0.66	0.877	26,322.7	-	317.22	26,165
190	1140	0.0030	0.005	1.421	0.122	0.001	1.202	0.005	0.001	0.99	0.871	26,636.4	-	314.79	26,480
191	1146	0.0030	0.005	1.426	0.123	0.001	1.207	0.005	0.001	1.00	0.885	26,955.1	-	316.22	26,796
192	1152	0.0020	0.003	1.429	0.124	0.001	1.210	0.003	0.001	0.67	0.879	27,271.6	-	317.62	27,113
193	1158	0.0030	0.005	1.434	0.126	0.002	1.215	0.005	0.002	1.00	0.874	27,586.3	-	315.60	27,429
194	1164	0.0020	0.003	1.437	0.127	0.001	1.218	0.003	0.001	0.67	0.870	27,899.5	-	313.96	27,743
195	1170	0.0030	0.005	1.442	0.128	0.002	1.223	0.005	0.002	1.01	0.867	28,211.6	-	312.64	28,056
196	1176	0.0030	0.005	1.446	0.130	0.002	1.227	0.005	0.002	1.02	0.884	28,529.8	-	315.13	28,371
197	1182	0.0020	0.003	1.450	0.131	0.001	1.231	0.003	0.001	0.68	0.880	28,846.6	-	317.48	28,688
198	1188	0.0030	0.005	1.454	0.132	0.002	1.235	0.005	0.002	1.03	0.877	29,162.2	-	316.21	29,004
199	1194	0.0020	0.003	1.458	0.134	0.001	1.238	0.003	0.001	0.69	0.874	29,477.0	-	315.23	29,320
200	1200	0.0030	0.005	1.462	0.135	0.002	1.243	0.005	0.002	1.03	0.873	29,791.2	-	314.51	29,634
201	1206	0.0020	0.003	1.466	0.136	0.001	1.246	0.003	0.001	0.69	0.872	30,105.0	-	314.00	29,948
202	1212	0.0030	0.005	1.470	0.138	0.002	1.251	0.005	0.002	1.04	0.871	30,418.6	-	313.70	30,262
203	1218	0.0020	0.003	1.474	0.139	0.001	1.254	0.003	0.001	0.70	0.871	30,732.2	-	313.57	30,575
204	1224	0.0020	0.003	1.477	0.140	0.001	1.257	0.003	0.001	0.70	0.851	31,038.6	-	309.97	30,885
205	1230	0.0030	0.005	1.482	0.141	0.002	1.262	0.005	0.002	1.05	0.854	31,346.0	-	306.92	31,192
206	1236	0.0020	0.003	1.485	0.142	0.001	1.265	0.003	0.001	0.70	0.857	31,654.5	-	307.95	31,500
207	1242	0.0030	0.005	1.490	0.144	0.002	1.270	0.005	0.002	1.06	0.860	31,964.0	-	309.00	31,809
208	1248	0.0020	0.003	1.493	0.145	0.001	1.273	0.003	0.001	0.71	0.863	32,274.6	-	310.07	32,119
209	1254	0.0020	0.003	1.496	0.146	0.001	1.276	0.003	0.001	0.71	0.845	32,579.0	-	307.47	32,427
210	1260	0.0030	0.005	1.501	0.148	0.002	1.281	0.005	0.002	1.07	0.851	32,885.2	-	305.30	32,732
211	1266	0.0020	0.003	1.504	0.149	0.001	1.284	0.003	0.001	0.72	0.856	33,193.3	-	307.18	33,039
212	1272	0.0020	0.003	1.507	0.150	0.001	1.287	0.003	0.001	0.72	0.840	33,495.7	-	305.25	33,345
213	1278	0.0030	0.005	1.512	0.152	0.002	1.292	0.005	0.002	1.08	0.847	33,800.7	-	303.68	33,648
214	1284	0.0020	0.003	1.515	0.153	0.001	1.295	0.003	0.001	0.72	0.854	34,108.0	-	306.12	33,954
215	1290	0.0020	0.003	1.518	0.154	0.001	1.298	0.003	0.001	0.73	0.839	34,410.0	-	304.65	34,259
216	1296	0.0030	0.005	1.523	0.155	0.002	1.303	0.005	0.002	1.09	0.847	34,714.9	-	303.49	34,562
217	1302	0.0020	0.003	1.526	0.156	0.001	1.306	0.003	0.001	0.73	0.855	35,022.6	-	306.33	34,869
218	1308	0.0020	0.003	1.530	0.158	0.001	1.309	0.003	0.001	0.73	0.841	35,325.3	-	305.18	35,174
219	1314	0.0020	0.003	1.533	0.159	0.001	1.312	0.003	0.001	0.74	0.829	35,623.6	-	300.48	35,474
220	1320	0.0020	0.003	1.536	0.160	0.001	1.316	0.003	0.001	0.74	0.818	35,918.1	-	296.40	35,771
221	1326	0.0021	0.003	1.539	0.161	0.001	1.319	0.003	0.001	0.78	0.811	36,210.1	-	293.27	36,064
222	1332	0.0020	0.003	1.543	0.162	0.001	1.322	0.003	0.001	0.74	0.805	36,500.0	-	290.96	36,355
223	1338	0.0020	0.003	1.546	0.163	0.001	1.325	0.003	0.001	0.74	0.798	36,787.4	-	288.62	36,644
224	1344	0.0020	0.003	1.549	0.164	0.001	1.328	0.003	0.001	0.75	0.792	37,072.5	-	286.25	36,930
225	1350	0.0020	0.003	1.552	0.165	0.001	1.332	0.003	0.001	0.75	0.787	37,355.8	-	284.24	37,214
226	1356	0.0020	0.003	1.555	0.167	0.001	1.335	0.003	0.001	0.75	0.783	37,637.6	-	282.54	37,497
227	1362	0.0020	0.003	1.559	0.168	0.001	1.338	0.003	0.001	0.75	0.779	37,918.1	-	281.12	37,778
228	1368	0.0020	0.003	1.562	0.169	0.001	1.341	0.003	0.001	0.75	0.776	38,197.5	-	279.95	38,058
229	1374	0.0020	0.003	1.565	0.170	0.001	1.344	0.003	0.001	0.76	0.774	38,476.1	-	278.99	38,337
230	1380	0.0020	0.003	1.568	0.171	0.001	1.347	0.003	0.001	0.76	0.772	38,754.0	-	278.23	38,615
231	1386	0.0020	0.003	1.571	0.172	0.001	1.350	0.003	0.001	0.76	0.771	39,031.3	-	277.64	38,893
232	1392	0.0020	0.003	1.575	0.173	0.001	1.354	0.003	0.001	0.76	0.769	39,308.4	-	277.20	39,170
233	1398	0.0020	0.003	1.578	0.174	0.001	1.357	0.003	0.001	0.76	0.769	39,585.1	-	276.89	39,447
234	1404	0.0020	0.003	1.581	0.176	0.001	1.360	0.003	0.001	0.77	0.768	39,861.8	-	276.71	39,723
235	1410	0.0020	0.003	1.584	0.177	0.001	1.363	0.003	0.001	0.77	0.768	40,138.4	-	276.62	40,000
236	1416	0.0020	0.003	1.587	0.178	0.001	1.366	0.003	0.001	0.77	0.768	40,415.0	-	276.63	40,277
237	1422	0.0020	0.003	1.591	0.179	0.001	1.369	0.003	0.001	0.77	0.769	40,691.8	-	276.72	40,553
238	1428	0.0020	0.003	1.594	0.180	0.001	1.373	0.003	0.001	0.77	0.769	40,968.8	-	276.88	40,830
239	1434	0.0020	0.003	1.597	0.181	0.001	1.376	0.003	0.001	0.78	0.770	41,246.0	-	277.10	41,107
240	1440	0.0020	0.003	1.600	0.183	0.001	1.379	0.003	0.001	0.78	0.771	41,523.5	-	277.38	41,385

Area 2 - Proposed

Storm: 25Yr 24Hr

SCS Type 1A Storm Hyetograph Values

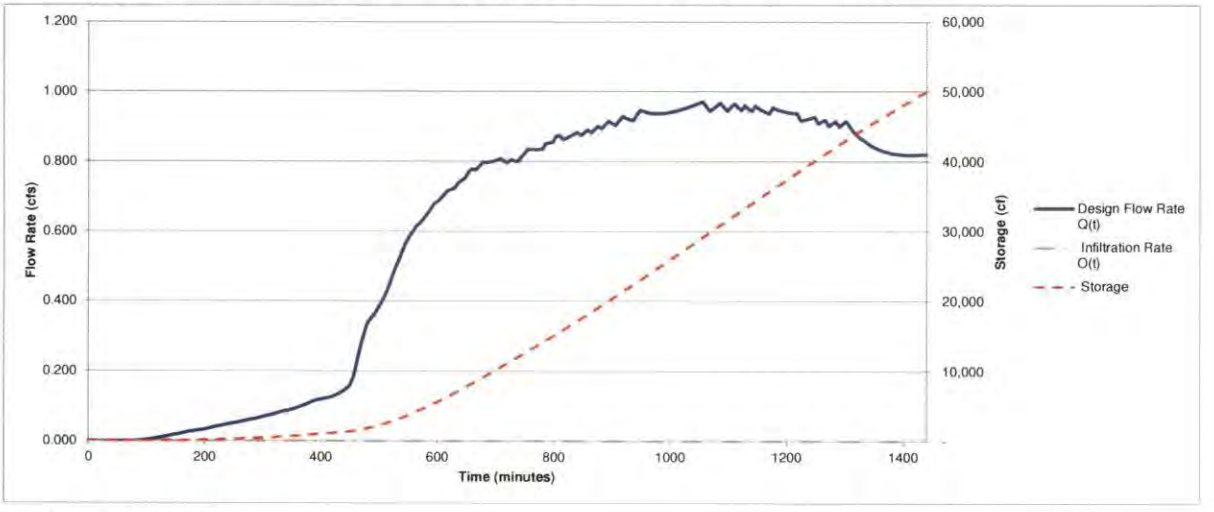
Santa Barbara Urban Hydrograph Method

Drainage Basin Area, A =	66.09	acres	Abstract Runoff Value, S =	(1000/CN) - 10	
Total Rainfall, P25yr24hr =	1.6	inches	Runoff Curve Number, CN =	per Table 4.5.2	
Time Increment, dt =	6	minutes	Routing Constant, w =	dt/(2*Tc + dt)	
Time of Concentration, Tc =	49.3	minutes	w =	0.057	
Total Infiltration Rate =	-	cfs			

Summary

Peak Design Flow =	0.972	cfs
Required Storage =	49,991	cf
Peak Hour Runoff =	3,455	cf

Pervious Area:	A_{perv}=	64.43	acres	CN_{perv} =	74.320665	S_{perv} =	3.46	$0.2*S_{perv}$ =	0.69
Impervious Area:	A_{imp}=	1.65	acres	CN_{imp} =	98	S_{imp} =	0.20	$0.2*S_{imp}$ =	0.04



Column Description and Formula

1 Time Step or Increment, t
2 Elapsed Time (minutes)
3 Rainfall Distribution, Type 1A Storm from Table 4.2.2
4 Incremental Rainfall, P(t) = Column 3 * P
5 Accumulated Rainfall, P = Accumulated Sum of Column 4
6 Accumulated Runoff Depth Pervious Area — If $P \le 0.2*S_{perv}$, then = 0; otherwise, If $P > 0.2*S_{perv}$, then = $(P - 0.2*S_{perv})^2/(P + 0.8*S_{perv})$
7 Incremental Runoff Depth, $D_{perv}(t)$ = Column 6 of present step - Column 6 of prevous step
8 Accumulated Runoff Depth Impervious Area — If $P \le 0.2S_{imp}$, then = 0; otherwise, If $P > 0.2S_{imp}$, then = $(P - 0.2*S_{imp})^2/(P + 0.8*S_{imp})$
9 Incremental Runoff Depth, $D_{imp}(t)$ = Column 7 of present step - Column 7 of prevous step
10 Total Runoff Depth, $D(t) = (A_{perv}/A)*D_{perv}(t) + (A_{imp}/A)- D_{imp}(t)$
11 Instantaneaous Hydrograph Flow Rate, I(t) = 60.5*D(t) * A/dt
12 Design Flow Rate, Q(t+1) = Q(t) + w*[I(t) + I(t+1) - 2*Q(t)]
13 Accumulated Runoff = Q(t)*dt*60 sec/min + Column 13 of previous step
14 Infiltration Rate = (Ksat/(12* 3600)) * AI
15 Change in Storage = dt * [[(I(t)+I(t-1))/2] - [(O(t)+O(t-1))/2]]
16 Storage = Storage from previous step plus change in storage

Area 2 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff $D_{imp}(t)$	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
0	0		-	-	-	-	-	-	-	-	-	-	-	-	-
1	6	0.0020	0.003	0.003	-	-	-	-	-	-	-	-	-	-	-
2	12	0.0020	0.003	0.006	-	-	-	-	-	-	-	-	-	-	-
3	18	0.0020	0.003	0.010	-	-	-	-	-	-	-	-	-	-	-
4	24	0.0020	0.003	0.013	-	-	-	-	-	-	-	-	-	-	-
5	30	0.0020	0.003	0.016	-	-	-	-	-	-	-	-	-	-	-
6	36	0.0020	0.003	0.019	-	-	-	-	-	-	-	-	-	-	-
7	42	0.0020	0.003	0.022	-	-	-	-	-	-	-	-	-	-	-
8	48	0.0020	0.003	0.026	-	-	-	-	-	-	-	-	-	-	-
9	54	0.0020	0.003	0.029	-	-	-	-	-	-	-	-	-	-	-
10	60	0.0020	0.003	0.032	-	-	-	-	-	-	-	-	-	-	-
11	66	0.0030	0.005	0.037	-	-	-	-	-	-	-	-	-	-	-
12	72	0.0030	0.005	0.042	-	-	0.000	0.000	0.000	0.00	0.000	0.0	-	0.00	0
13	78	0.0030	0.005	0.046	-	-	0.000	0.000	0.000	0.00	0.000	0.1	-	0.03	0
14	84	0.0030	0.005	0.051	-	-	0.001	0.000	0.000	0.01	0.001	0.3	-	0.14	0
15	90	0.0030	0.005	0.056	-	-	0.001	0.001	0.000	0.01	0.001	0.8	-	0.36	1

Area 2 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
16	96	0.0030	0.005	0.061	-	-	0.002	0.001	0.000	0.01	0.002	1.7	-	0.70	1
17	102	0.0030	0.005	0.066	-	-	0.003	0.001	0.000	0.02	0.004	3.0	-	1.12	2
18	108	0.0030	0.005	0.070	-	-	0.004	0.001	0.000	0.02	0.005	4.9	-	1.61	4
19	114	0.0030	0.005	0.075	-	-	0.005	0.001	0.000	0.02	0.007	7.3	-	2.15	6
20	120	0.0030	0.005	0.080	-	-	0.006	0.001	0.000	0.02	0.008	10.4	-	2.74	9
21	126	0.0030	0.005	0.085	-	-	0.008	0.001	0.000	0.02	0.010	14.0	-	3.36	12
22	132	0.0030	0.005	0.090	-	-	0.009	0.002	0.000	0.03	0.012	18.3	-	3.99	16
23	138	0.0040	0.006	0.096	-	-	0.012	0.002	0.000	0.04	0.014	23.5	-	4.75	21
24	144	0.0030	0.005	0.101	-	-	0.014	0.002	0.000	0.03	0.017	29.6	-	5.61	27
25	150	0.0030	0.005	0.106	-	-	0.016	0.002	0.000	0.03	0.019	36.2	-	6.36	33
26	156	0.0030	0.005	0.110	-	-	0.018	0.002	0.000	0.03	0.020	43.6	-	6.99	40
27	162	0.0030	0.005	0.115	-	-	0.020	0.002	0.000	0.04	0.022	51.5	-	7.62	48
28	168	0.0040	0.006	0.122	-	-	0.023	0.003	0.000	0.05	0.025	60.3	-	8.38	56
29	174	0.0030	0.005	0.126	-	-	0.025	0.002	0.000	0.04	0.027	70.0	-	9.25	65
30	180	0.0030	0.005	0.131	-	-	0.028	0.002	0.000	0.04	0.028	80.2	-	9.95	75
31	186	0.0030	0.005	0.136	-	-	0.030	0.003	0.000	0.04	0.030	91.0	-	10.50	86
32	192	0.0030	0.005	0.141	-	-	0.033	0.003	0.000	0.04	0.031	102.3	-	11.04	97
33	198	0.0030	0.005	0.146	-	-	0.036	0.003	0.000	0.04	0.033	114.1	-	11.56	108
34	204	0.0040	0.006	0.152	-	-	0.039	0.004	0.000	0.06	0.035	126.8	-	12.24	120
35	210	0.0030	0.005	0.157	-	-	0.042	0.003	0.000	0.05	0.037	140.2	-	13.04	133
36	216	0.0040	0.006	0.163	-	-	0.046	0.004	0.000	0.06	0.039	154.4	-	13.81	147
37	222	0.0040	0.006	0.170	-	-	0.050	0.004	0.000	0.07	0.042	169.6	-	14.71	162
38	228	0.0030	0.005	0.174	-	-	0.053	0.003	0.000	0.05	0.044	185.5	-	15.57	178
39	234	0.0040	0.006	0.181	-	-	0.057	0.004	0.000	0.07	0.046	202.0	-	16.21	194
40	240	0.0040	0.006	0.187	-	-	0.061	0.004	0.000	0.07	0.049	219.5	-	17.00	211
41	246	0.0030	0.005	0.192	-	-	0.064	0.003	0.000	0.05	0.050	237.5	-	17.75	229
42	252	0.0040	0.006	0.198	-	-	0.069	0.004	0.000	0.07	0.051	256.1	-	18.28	247
43	258	0.0040	0.006	0.205	-	-	0.073	0.004	0.000	0.07	0.054	275.5	-	18.98	266
44	264	0.0040	0.006	0.211	-	-	0.078	0.004	0.000	0.07	0.056	295.7	-	19.83	286
45	270	0.0040	0.006	0.218	-	-	0.082	0.005	0.000	0.08	0.058	316.8	-	20.63	306
46	276	0.0040	0.006	0.224	-	-	0.087	0.005	0.000	0.08	0.060	338.5	-	21.38	328
47	282	0.0040	0.006	0.230	-	-	0.091	0.005	0.000	0.08	0.062	360.9	-	22.09	350
48	288	0.0040	0.006	0.237	-	-	0.096	0.005	0.000	0.08	0.064	384.0	-	22.76	372
49	294	0.0050	0.008	0.245	-	-	0.102	0.006	0.000	0.10	0.067	408.1	-	23.59	396
50	300	0.0040	0.006	0.251	-	-	0.107	0.005	0.000	0.08	0.070	433.2	-	24.58	421
51	306	0.0050	0.008	0.259	-	-	0.113	0.006	0.000	0.10	0.072	459.1	-	25.49	446
52	312	0.0040	0.006	0.266	-	-	0.118	0.005	0.000	0.08	0.074	485.9	-	26.35	472
53	318	0.0050	0.008	0.274	-	-	0.124	0.006	0.000	0.10	0.076	513.4	-	27.14	500
54	324	0.0050	0.008	0.282	-	-	0.130	0.006	0.000	0.10	0.080	542.1	-	28.10	528
55	330	0.0050	0.008	0.290	-	-	0.137	0.006	0.000	0.11	0.083	571.8	-	29.20	557
56	336	0.0050	0.008	0.298	-	-	0.143	0.006	0.000	0.11	0.085	602.5	-	30.22	587
57	342	0.0050	0.008	0.306	-	-	0.150	0.006	0.000	0.11	0.088	634.1	-	31.16	618
58	348	0.0050	0.008	0.314	-	-	0.156	0.007	0.000	0.11	0.090	666.6	-	32.03	650
59	354	0.0050	0.008	0.322	-	-	0.163	0.007	0.000	0.11	0.092	699.8	-	32.84	683
60	360	0.0060	0.010	0.331	-	-	0.171	0.008	0.000	0.13	0.096	734.2	-	33.82	717
61	366	0.0060	0.010	0.341	-	-	0.179	0.008	0.000	0.13	0.100	770.1	-	35.17	752
62	372	0.0060	0.010	0.350	-	-	0.187	0.008	0.000	0.13	0.104	807.5	-	36.64	789
63	378	0.0060	0.010	0.360	-	-	0.195	0.008	0.000	0.14	0.107	846.1	-	37.98	827
64	384	0.0070	0.011	0.371	-	-	0.204	0.010	0.000	0.16	0.112	886.4	-	39.45	866
65	390	0.0060	0.010	0.381	-	-	0.212	0.008	0.000	0.14	0.116	928.1	-	41.01	907
66	396	0.0060	0.010	0.390	-	-	0.221	0.008	0.000	0.14	0.118	970.8	-	42.20	949
67	402	0.0060	0.010	0.400	-	-	0.229	0.008	0.000	0.14	0.121	1,014.2	-	43.06	993
68	408	0.0060	0.010	0.410	-	-	0.237	0.008	0.000	0.14	0.123	1,058.5	-	43.84	1,036
69	414	0.0060	0.010	0.419	-	-	0.246	0.008	0.000	0.14	0.125	1,103.4	-	44.57	1,081
70	420	0.0070	0.011	0.430	-	-	0.256	0.010	0.000	0.16	0.128	1,149.4	-	45.48	1,126
71	426	0.0070	0.011	0.442	-	-	0.266	0.010	0.000	0.17	0.132	1,197.0	-	46.81	1,173
72	432	0.0080	0.013	0.454	-	-	0.277	0.011	0.000	0.19	0.137	1,246.4	-	48.50	1,222
73	438	0.0080	0.013	0.467	-	-	0.288	0.011	0.000	0.19	0.143	1,298.0	-	50.52	1,272
74	444	0.0090	0.014	0.482	-	-	0.301	0.013	0.000	0.22	0.150	1,352.1	-	52.84	1,325
75	450	0.0100	0.016	0.498	-	-	0.316	0.014	0.000	0.24	0.159	1,409.4	-	55.68	1,381
76	456	0.0210	0.034	0.531	-	-	0.346	0.031	0.001	0.51	0.184	1,475.6	-	61.75	1,443
77	462	0.0240	0.038	0.570	-	-	0.382	0.035	0.001	0.59	0.226	1,556.9	-	73.74	1,516
78	468	0.0240	0.038	0.608	-	-	0.417	0.036	0.001	0.59	0.268	1,653.2	-	88.81	1,605
79	474	0.0240	0.038	0.646	-	-	0.453	0.036	0.001	0.60	0.305	1,763.1	-	103.11	1,708
80	480	0.0220	0.035	0.682	-	-	0.486	0.033	0.001	0.55	0.336	1,884.1	-	115.44	1,824
81	486	0.0140	0.022	0.704	0.000	0.000	0.507	0.021	0.001	0.38	0.351	2,010.5	-	123.71	1,947
82	492	0.0130	0.021	0.725	0.000	0.000	0.527	0.020	0.001	0.51	0.362	2,140.9	-	128.38	2,076
83	498	0.0100	0.016	0.741	0.001	0.000	0.542	0.015	0.001	0.50	0.378	2,277.1	-	133.28	2,209
84	504	0.0100	0.016	0.757	0.001	0.001	0.557	0.015	0.001	0.59	0.398	2,420.2	-	139.68	2,349
85	510	0.0080	0.013	0.770	0.002	0.001	0.569	0.012	0.001	0.54	0.417	2,570.3	-	146.62	2,495
86	516	0.0090	0.014	0.784	0.002	0.001	0.583	0.014	0.001	0.68	0.439	2,728.3	-	154.05	2,649
87	522	0.0090	0.014	0.798	0.003	0.001	0.597	0.014	0.001	0.75	0.470	2,897.6	-	163.66	2,813
88	528	0.0070	0.011	0.810	0.004	0.001	0.608	0.011	0.001	0.63	0.496	3,076.1	-	173.86	2,987
89	534	0.0080	0.013	0.822	0.005	0.001	0.620	0.012	0.001	0.77	0.519	3,263.0	-	182.69	3,170
90	540	0.0070	0.011	0.834	0.006	0.001	0.630	0.011	0.001	0.72	0.546	3,459.5	-	191.72	3,361
91	546	0.0070	0.011	0.845	0.007	0.001	0.641	0.011	0.001	0.76	0.568	3,664.2	-	200.56	3,562
92	552	0.0060	0.010	0.854	0.007	0.001	0.650	0.009	0.001	0.69	0.587	3,875.4	-	207.93	3,770
93	558	0.0060	0.010	0.864	0.008	0.001	0.660	0.009	0.001	0.72	0.600	4,091.4	-	213.63	3,983

Area 2 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
94	564	0.0060	0.010	0.874	0.009	0.001	0.669	0.009	0.001	0.75	0.616	4,313.0	-	218.82	4,202
95	570	0.0050	0.008	0.882	0.010	0.001	0.677	0.008	0.001	0.65	0.625	4,538.0	-	223.30	4,426
96	576	0.0060	0.010	0.891	0.011	0.001	0.686	0.009	0.001	0.80	0.637	4,767.2	-	227.08	4,653
97	582	0.0050	0.008	0.899	0.012	0.001	0.694	0.008	0.001	0.69	0.649	5,000.9	-	231.45	4,884
98	588	0.0060	0.010	0.909	0.013	0.001	0.703	0.009	0.001	0.86	0.664	5,239.9	-	236.35	5,120
99	594	0.0050	0.008	0.917	0.014	0.001	0.710	0.008	0.001	0.74	0.679	5,484.3	-	241.69	5,362
100	600	0.0050	0.008	0.925	0.015	0.001	0.718	0.008	0.001	0.76	0.687	5,731.5	-	245.84	5,608
101	606	0.0050	0.008	0.933	0.016	0.001	0.726	0.008	0.001	0.78	0.696	5,982.1	-	248.89	5,857
102	612	0.0050	0.008	0.941	0.017	0.001	0.734	0.008	0.001	0.80	0.706	6,236.3	-	252.40	6,109
103	618	0.0050	0.008	0.949	0.018	0.001	0.741	0.008	0.001	0.82	0.718	6,494.7	-	256.32	6,366
104	624	0.0040	0.006	0.955	0.019	0.001	0.748	0.006	0.001	0.67	0.720	6,754.1	-	258.87	6,624
105	630	0.0050	0.008	0.963	0.020	0.001	0.755	0.008	0.001	0.85	0.725	7,015.0	-	260.14	6,885
106	636	0.0050	0.008	0.971	0.021	0.001	0.763	0.008	0.001	0.87	0.740	7,281.5	-	263.73	7,148
107	642	0.0040	0.006	0.978	0.022	0.001	0.769	0.006	0.001	0.71	0.746	7,550.1	-	267.55	7,416
108	648	0.0050	0.008	0.986	0.023	0.001	0.777	0.008	0.001	0.90	0.753	7,821.2	-	269.83	7,686
109	654	0.0050	0.008	0.994	0.024	0.001	0.785	0.008	0.001	0.92	0.771	8,098.9	-	274.40	7,960
110	660	0.0040	0.006	1.000	0.025	0.001	0.791	0.006	0.001	0.75	0.779	8,379.4	-	279.09	8,239
111	666	0.0040	0.006	1.006	0.026	0.001	0.797	0.006	0.001	0.76	0.777	8,658.9	-	280.02	8,519
112	672	0.0050	0.008	1.014	0.028	0.001	0.805	0.008	0.001	0.97	0.787	8,942.3	-	281.47	8,801
113	678	0.0040	0.006	1.021	0.029	0.001	0.811	0.006	0.001	0.79	0.798	9,229.5	-	285.29	9,086
114	684	0.0040	0.006	1.027	0.030	0.001	0.817	0.006	0.001	0.80	0.798	9,516.7	-	287.21	9,373
115	690	0.0040	0.006	1.034	0.031	0.001	0.824	0.006	0.001	0.81	0.799	9,804.3	-	287.39	9,661
116	696	0.0040	0.006	1.040	0.032	0.001	0.830	0.006	0.001	0.83	0.801	10,092.8	-	288.04	9,949
117	702	0.0040	0.006	1.046	0.033	0.001	0.836	0.006	0.001	0.84	0.805	10,382.5	-	289.10	10,238
118	708	0.0040	0.006	1.053	0.034	0.001	0.842	0.006	0.001	0.85	0.809	10,673.8	-	290.51	10,528
119	714	0.0030	0.005	1.058	0.035	0.001	0.847	0.005	0.001	0.64	0.802	10,962.5	-	290.00	10,818
120	720	0.0040	0.006	1.064	0.036	0.001	0.853	0.006	0.001	0.87	0.797	11,249.3	-	287.76	11,106
121	726	0.0040	0.006	1.070	0.038	0.001	0.859	0.006	0.001	0.88	0.806	11,539.4	-	288.43	11,394
122	732	0.0030	0.005	1.075	0.038	0.001	0.864	0.005	0.001	0.67	0.802	11,828.1	-	289.38	11,684
123	738	0.0040	0.006	1.082	0.040	0.001	0.870	0.006	0.001	0.90	0.800	12,116.0	-	288.34	11,972
124	744	0.0040	0.006	1.088	0.041	0.001	0.876	0.006	0.001	0.91	0.812	12,408.4	-	290.14	12,262
125	750	0.0040	0.006	1.094	0.042	0.001	0.883	0.006	0.001	0.92	0.824	12,705.0	-	294.49	12,557
126	756	0.0040	0.006	1.101	0.043	0.001	0.889	0.006	0.001	0.93	0.836	13,005.9	-	298.79	12,855
127	762	0.0030	0.005	1.106	0.044	0.001	0.894	0.005	0.001	0.71	0.834	13,306.2	-	300.61	13,156
128	768	0.0040	0.006	1.112	0.046	0.001	0.900	0.006	0.001	0.95	0.834	13,606.3	-	300.20	13,456
129	774	0.0030	0.005	1.117	0.047	0.001	0.904	0.005	0.001	0.72	0.834	13,906.6	-	300.18	13,756
130	780	0.0040	0.006	1.123	0.048	0.001	0.911	0.006	0.001	0.97	0.835	14,207.4	-	300.51	14,057
131	786	0.0040	0.006	1.130	0.049	0.001	0.917	0.006	0.001	0.98	0.852	14,514.0	-	303.70	14,361
132	792	0.0030	0.005	1.134	0.050	0.001	0.922	0.005	0.001	0.74	0.853	14,821.1	-	306.86	14,668
133	798	0.0040	0.006	1.141	0.052	0.001	0.928	0.006	0.002	1.00	0.855	15,129.0	-	307.51	14,975
134	804	0.0040	0.006	1.147	0.053	0.001	0.934	0.006	0.002	1.01	0.873	15,443.2	-	311.04	15,286
135	810	0.0030	0.005	1.152	0.054	0.001	0.939	0.005	0.001	0.77	0.875	15,758.0	-	314.51	15,601
136	816	0.0030	0.005	1.157	0.055	0.001	0.943	0.005	0.001	0.77	0.862	16,068.5	-	312.66	15,913
137	822	0.0040	0.006	1.163	0.057	0.001	0.950	0.006	0.002	1.04	0.867	16,380.8	-	311.37	16,225
138	828	0.0030	0.005	1.168	0.058	0.001	0.954	0.005	0.001	0.79	0.873	16,694.9	-	313.18	16,538
139	834	0.0040	0.006	1.174	0.059	0.001	0.961	0.006	0.002	1.06	0.878	17,011.0	-	315.11	16,853
140	840	0.0030	0.005	1.179	0.060	0.001	0.965	0.005	0.001	0.80	0.884	17,329.2	-	317.16	17,170
141	846	0.0030	0.005	1.184	0.062	0.001	0.970	0.005	0.001	0.81	0.875	17,644.0	-	316.51	17,487
142	852	0.0040	0.006	1.190	0.063	0.002	0.976	0.006	0.002	1.08	0.883	17,961.7	-	316.27	17,803
143	858	0.0030	0.005	1.195	0.064	0.001	0.981	0.005	0.001	0.82	0.890	18,282.3	-	319.12	18,122
144	864	0.0030	0.005	1.200	0.065	0.001	0.986	0.005	0.001	0.82	0.882	18,600.0	-	319.12	18,441
145	870	0.0040	0.006	1.206	0.067	0.002	0.992	0.006	0.002	1.11	0.892	18,921.1	-	319.44	18,761
146	876	0.0030	0.005	1.211	0.068	0.001	0.997	0.005	0.001	0.84	0.901	19,245.7	-	322.85	19,083
147	882	0.0030	0.005	1.216	0.069	0.001	1.001	0.005	0.001	0.84	0.895	19,567.7	-	323.28	19,407
148	888	0.0040	0.006	1.222	0.071	0.002	1.008	0.006	0.002	1.13	0.905	19,893.6	-	323.98	19,731
149	894	0.0030	0.005	1.227	0.072	0.001	1.012	0.005	0.001	0.86	0.916	20,223.3	-	327.79	20,058
150	900	0.0030	0.005	1.232	0.073	0.001	1.017	0.005	0.001	0.86	0.909	20,550.6	-	328.50	20,387
151	906	0.0030	0.005	1.237	0.074	0.001	1.022	0.005	0.001	0.87	0.904	20,876.1	-	326.44	20,713
152	912	0.0040	0.006	1.243	0.076	0.002	1.028	0.006	0.002	1.17	0.917	21,206.3	-	327.87	21,041
153	918	0.0030	0.005	1.248	0.077	0.001	1.033	0.005	0.001	0.88	0.929	21,541.0	-	332.41	21,374
154	924	0.0030	0.005	1.253	0.079	0.001	1.037	0.005	0.001	0.89	0.924	21,873.7	-	333.67	21,707
155	930	0.0030	0.005	1.258	0.080	0.001	1.042	0.005	0.001	0.89	0.920	22,205.0	-	332.01	22,039
156	936	0.0030	0.005	1.262	0.081	0.001	1.047	0.005	0.001	0.90	0.917	22,535.2	-	330.78	22,370
157	942	0.0040	0.006	1.269	0.083	0.002	1.053	0.006	0.002	1.21	0.933	22,871.1	-	333.03	22,703
158	948	0.0030	0.005	1.274	0.084	0.001	1.058	0.005	0.001	0.91	0.947	23,212.0	-	338.40	23,042
159	954	0.0030	0.005	1.278	0.085	0.001	1.062	0.005	0.001	0.92	0.943	23,551.6	-	340.29	23,382
160	960	0.0030	0.005	1.283	0.087	0.001	1.067	0.005	0.001	0.92	0.940	23,890.2	-	339.08	23,721
161	966	0.0030	0.005	1.288	0.088	0.001	1.072	0.005	0.001	0.93	0.939	24,228.1	-	338.24	24,059
162	972	0.0030	0.005	1.293	0.089	0.001	1.077	0.005	0.001	0.93	0.938	24,565.6	-	337.72	24,397
163	978	0.0030	0.005	1.298	0.091	0.001	1.081	0.005	0.001	0.94	0.937	24,903.1	-	337.47	24,734
164	984	0.0030	0.005	1.302	0.092	0.001	1.086	0.005	0.001	0.94	0.938	25,240.6	-	337.48	25,072
165	990	0.0030	0.005	1.307	0.093	0.001	1.091	0.005	0.001	0.95	0.939	25,578.5	-	337.71	25,410
166	996	0.0030	0.005	1.312	0.095	0.001	1.095	0.005	0.001	0.95	0.940	25,916.9	-	338.13	25,748
167	1002	0.0030	0.005	1.317	0.096	0.001	1.100	0.005	0.001	0.96	0.942	26,255.9	-	338.72	26,086
168	1008	0.0030	0.005	1.322	0.097	0.001	1.105	0.005	0.001	0.96	0.944	26,595.8	-	339.47	26,426
169	1014	0.0030	0.005	1.326	0.099	0.001	1.109	0.005	0.001	0.97	0.947	26,936.6	-	340.34	26,766
170	1020	0.0030	0.005	1.331	0.100	0.001	1.114	0.005	0.001	0.97	0.950	27,278.5	-	341.33	27,108
171	1026	0.0030	0.005	1.336	0.101	0.001	1.119	0.005	0.001	0.98	0.953	27,621.5	-	342.43	27,450

Area 2 - Proposed

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
					Pervious Area		Impervious Area								
Time Increment t	Elapsed Time	Rainfall Distr.	Incremental Rainfall P(t)	Accumulated Rainfall P	Accumulated Runoff	Incremental Runoff D_{perv} (t)	Accumulated Runoff	Incremental Runoff D_{imp}(t)	Total Runoff D(t)	Instant Flow Rate I(t)	Design Flow Rate Q(t)	Accumulated Runoff	Infiltration Rate O(t)	Change in Storage	Storage
	(minutes)	(fraction)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)	(cfs)	(cfs)	(cf)	(cfs)	(cf)	(cf)
172	1032	0.0030	0.005	1.341	0.103	0.001	1.124	0.005	0.001	0.99	0.956	27,965.7	-	343.61	27,794
173	1038	0.0030	0.005	1.346	0.104	0.001	1.128	0.005	0.001	0.99	0.960	28,311.2	-	344.88	28,138
174	1044	0.0030	0.005	1.350	0.106	0.001	1.133	0.005	0.001	1.00	0.964	28,658.1	-	346.21	28,485
175	1050	0.0030	0.005	1.355	0.107	0.001	1.138	0.005	0.002	1.00	0.968	29,006.4	-	347.60	28,832
176	1056	0.0030	0.005	1.360	0.109	0.001	1.142	0.005	0.002	1.01	0.972	29,356.2	-	349.05	29,181
177	1062	0.0020	0.003	1.363	0.109	0.001	1.146	0.003	0.001	0.67	0.956	29,700.5	-	347.05	29,528
178	1068	0.0030	0.005	1.368	0.111	0.001	1.150	0.005	0.002	1.01	0.943	30,040.2	-	341.99	29,870
179	1074	0.0030	0.005	1.373	0.112	0.001	1.155	0.005	0.002	1.02	0.952	30,382.9	-	341.17	30,212
180	1080	0.0030	0.005	1.378	0.114	0.001	1.160	0.005	0.002	1.02	0.960	30,728.4	-	344.13	30,556
181	1086	0.0030	0.005	1.382	0.115	0.001	1.164	0.005	0.002	1.03	0.968	31,076.8	-	346.95	30,903
182	1092	0.0020	0.003	1.386	0.116	0.001	1.168	0.003	0.001	0.69	0.955	31,420.6	-	346.09	31,249
183	1098	0.0030	0.005	1.390	0.118	0.001	1.172	0.005	0.002	1.04	0.945	31,760.7	-	341.95	31,591
184	1104	0.0030	0.005	1.395	0.119	0.001	1.177	0.005	0.002	1.04	0.956	32,104.7	-	342.03	31,933
185	1110	0.0030	0.005	1.400	0.121	0.001	1.182	0.005	0.002	1.05	0.966	32,452.4	-	345.86	32,279
186	1116	0.0020	0.003	1.403	0.122	0.001	1.185	0.003	0.001	0.70	0.955	32,796.3	-	345.82	32,624
187	1122	0.0030	0.005	1.408	0.123	0.002	1.190	0.005	0.002	1.06	0.947	33,137.1	-	342.34	32,967
188	1128	0.0030	0.005	1.413	0.125	0.002	1.194	0.005	0.002	1.06	0.959	33,482.4	-	343.06	33,310
189	1134	0.0020	0.003	1.416	0.126	0.001	1.197	0.003	0.001	0.71	0.951	33,824.8	-	343.84	33,654
190	1140	0.0030	0.005	1.421	0.127	0.002	1.202	0.005	0.002	1.07	0.944	34,164.5	-	341.05	33,995
191	1146	0.0030	0.005	1.426	0.129	0.002	1.207	0.005	0.002	1.07	0.958	34,509.6	-	342.41	34,337
192	1152	0.0020	0.003	1.429	0.130	0.001	1.210	0.003	0.001	0.72	0.951	34,852.1	-	343.77	34,681
193	1158	0.0030	0.005	1.434	0.131	0.002	1.215	0.005	0.002	1.08	0.945	35,192.4	-	341.43	35,022
194	1164	0.0020	0.003	1.437	0.132	0.001	1.218	0.003	0.001	0.72	0.941	35,531.0	-	339.49	35,362
195	1170	0.0030	0.005	1.442	0.134	0.002	1.223	0.005	0.002	1.09	0.937	35,868.3	-	337.92	35,700
196	1176	0.0030	0.005	1.446	0.136	0.002	1.227	0.005	0.002	1.09	0.955	36,211.9	-	340.44	36,040
197	1182	0.0020	0.003	1.450	0.137	0.001	1.231	0.003	0.001	0.73	0.950	36,553.9	-	342.82	36,383
198	1188	0.0030	0.005	1.454	0.138	0.002	1.235	0.005	0.002	1.10	0.946	36,894.5	-	341.31	36,724
199	1194	0.0020	0.003	1.458	0.139	0.001	1.238	0.003	0.001	0.74	0.943	37,234.1	-	340.11	37,064
200	1200	0.0030	0.005	1.462	0.141	0.002	1.243	0.005	0.002	1.11	0.941	37,572.9	-	339.18	37,404
201	1206	0.0020	0.003	1.466	0.142	0.001	1.246	0.003	0.001	0.74	0.939	37,911.1	-	338.50	37,742
202	1212	0.0030	0.005	1.470	0.143	0.002	1.251	0.005	0.002	1.12	0.938	38,249.0	-	338.03	38,080
203	1218	0.0020	0.003	1.474	0.145	0.001	1.254	0.003	0.001	0.75	0.938	38,586.6	-	337.75	38,418
204	1224	0.0020	0.003	1.477	0.146	0.001	1.257	0.003	0.001	0.75	0.916	38,916.5	-	333.75	38,752
205	1230	0.0030	0.005	1.482	0.147	0.002	1.262	0.005	0.002	1.13	0.919	39,247.3	-	330.35	39,082
206	1236	0.0020	0.003	1.485	0.148	0.001	1.265	0.003	0.001	0.76	0.922	39,579.1	-	331.33	39,413
207	1242	0.0030	0.005	1.490	0.150	0.002	1.270	0.005	0.002	1.14	0.925	39,912.0	-	332.33	39,746
208	1248	0.0020	0.003	1.493	0.151	0.001	1.273	0.003	0.001	0.76	0.927	40,245.8	-	333.35	40,079
209	1254	0.0020	0.003	1.496	0.152	0.001	1.276	0.003	0.001	0.76	0.908	40,572.8	-	330.44	40,409
210	1260	0.0030	0.005	1.501	0.154	0.002	1.281	0.005	0.002	1.15	0.914	40,901.8	-	328.00	40,737
211	1266	0.0020	0.003	1.504	0.155	0.001	1.284	0.003	0.001	0.77	0.919	41,232.6	-	329.89	41,067
212	1272	0.0020	0.003	1.507	0.156	0.001	1.287	0.003	0.001	0.77	0.902	41,557.2	-	327.71	41,395
213	1278	0.0030	0.005	1.512	0.158	0.002	1.292	0.005	0.002	1.16	0.909	41,884.4	-	325.91	41,721
214	1284	0.0020	0.003	1.515	0.159	0.001	1.295	0.003	0.001	0.78	0.916	42,214.1	-	328.41	42,049
215	1290	0.0020	0.003	1.518	0.160	0.001	1.298	0.003	0.001	0.78	0.900	42,537.9	-	326.73	42,376
216	1296	0.0030	0.005	1.523	0.162	0.002	1.303	0.005	0.002	1.17	0.908	42,864.8	-	325.38	42,701
217	1302	0.0020	0.003	1.526	0.163	0.001	1.306	0.003	0.001	0.78	0.916	43,194.5	-	328.31	43,030
218	1308	0.0020	0.003	1.530	0.164	0.001	1.309	0.003	0.001	0.78	0.901	43,518.8	-	326.97	43,357
219	1314	0.0020	0.003	1.533	0.165	0.001	1.312	0.003	0.001	0.79	0.887	43,838.2	-	321.85	43,679
220	1320	0.0020	0.003	1.536	0.166	0.001	1.316	0.003	0.001	0.79	0.876	44,153.6	-	317.40	43,996
221	1326	0.0021	0.003	1.539	0.167	0.001	1.319	0.003	0.001	0.83	0.868	44,466.1	-	313.95	44,310
222	1332	0.0020	0.003	1.543	0.168	0.001	1.322	0.003	0.001	0.79	0.862	44,776.3	-	311.39	44,621
223	1338	0.0020	0.003	1.546	0.170	0.001	1.325	0.003	0.001	0.79	0.854	45,083.7	-	308.80	44,930
224	1344	0.0020	0.003	1.549	0.171	0.001	1.328	0.003	0.001	0.80	0.847	45,388.7	-	306.18	45,236
225	1350	0.0020	0.003	1.552	0.172	0.001	1.332	0.003	0.001	0.80	0.841	45,691.6	-	303.94	45,540
226	1356	0.0020	0.003	1.555	0.173	0.001	1.335	0.003	0.001	0.80	0.837	45,992.8	-	302.04	45,842
227	1362	0.0020	0.003	1.559	0.174	0.001	1.338	0.003	0.001	0.80	0.833	46,292.5	-	300.44	46,143
228	1368	0.0020	0.003	1.562	0.175	0.001	1.341	0.003	0.001	0.80	0.829	46,591.0	-	299.11	46,442
229	1374	0.0020	0.003	1.565	0.176	0.001	1.344	0.003	0.001	0.81	0.826	46,888.5	-	298.01	46,740
230	1380	0.0020	0.003	1.568	0.178	0.001	1.347	0.003	0.001	0.81	0.824	47,185.2	-	297.12	47,037
231	1386	0.0020	0.003	1.571	0.179	0.001	1.350	0.003	0.001	0.81	0.823	47,481.3	-	296.42	47,333
232	1392	0.0020	0.003	1.575	0.180	0.001	1.354	0.003	0.001	0.81	0.821	47,777.0	-	295.87	47,629
233	1398	0.0020	0.003	1.578	0.181	0.001	1.357	0.003	0.001	0.81	0.820	48,072.3	-	295.47	47,925
234	1404	0.0020	0.003	1.581	0.182	0.001	1.360	0.003	0.001	0.82	0.820	48,367.4	-	295.19	48,220
235	1410	0.0020	0.003	1.584	0.183	0.001	1.363	0.003	0.001	0.82	0.819	48,662.3	-	295.03	48,515
236	1416	0.0020	0.003	1.587	0.185	0.001	1.366	0.003	0.001	0.82	0.819	48,957.3	-	294.96	48,810
237	1422	0.0020	0.003	1.591	0.186	0.001	1.369	0.003	0.001	0.82	0.819	49,252.3	-	294.99	49,105
238	1428	0.0020	0.003	1.594	0.187	0.001	1.373	0.003	0.001	0.82	0.820	49,547.5	-	295.09	49,400
239	1434	0.0020	0.003	1.597	0.188	0.001	1.376	0.003	0.001	0.83	0.820	49,842.8	-	295.26	49,695
240	1440	0.0020	0.003	1.600	0.189	0.001	1.379	0.003	0.001	0.83	0.821	50,138.4	-	295.48	49,991

PCM 1.10

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

RECEIVED
MAY 7 2021
Benton Co. Planning Dept.

April 28, 2021

R3T Ventures LLC
2410 N 4th Ave
Pasco, WA 99331

RE: Revised Preliminary Review of Mammoth Acres Parcel # 1-2388-100-0003-000, Benton County.

Dear Mr. Duncan:

This department completed a preliminary plat review on March 24th 2021 of the above referenced plat proposal. On April 28th 2021 a revision was made to increase the subdivision from 11 to 12 lots. This department has reviewed the above referenced plat in accordance with our current land development policies and requirements for new subdivisions. Our findings are listed below:

1. There 12 lots ranging from 5.00 acre to 6.97 acres.
2. The proposed land use is for single family dwellings.
3. Soils encountered throughout the proposed plat area are Type 5 (silt loam).
4. Slopes are variable throughout the plat.
5. Proposed domestic water supply is single family wells.

Findings indicate the above referenced plat generally meets our requirements for plats utilizing onsite sewage disposal systems and an on-site single family water supply, provided:

1. All lots shall have a minimum of 1 acre in size and contain a minimum of 20,000 square feet of usable land area.
2. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.
3. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.

7102 W. Okanogan Place
Kennewick, WA 99336
Office: (509) 460-4200

412 W. Clark
Pasco, WA 99301
Office: (509) 547-9737

4. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.

5. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

6. The following statement is placed on the plat:
   "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit.

Your application will be held in an active state until February 10th 2022, at which time the submittal will be deemed null and void should this proposal not be developed by that time.

If you have any questions, please contact me at the Health Department at (509) 460-4330.

Sincerely,

JW Gr

Justin Gerber
Environmental Health Specialist II

CC: Benton County Planning Department

Donna Hutchinson

From: Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>
Sent: Thursday, May 20, 2021 4:52 PM
To: Donna Hutchinson
Cc: Sorin Juster; Joe Seet; Martin Nelson
Subject: [EXTERNAL] FW: Agency Review of t5he Preliminary plat of Mammoth Acres SUB 2021-004
Attachments: SUB 2021-004 Agency Review PKT 5-20-21.pdf

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Hutchinson,

City of Kennewick (COK) Public Works Department does not have any comments on this project located outside the COK UGA.

Thank you,

Fernando Garcia
City of Kennewick
Public Works
Development Services Supervisor
O: 509.585.4481 F: 509.585.4451
Fernando.Garcia@ci.kennewick.wa.us

Disclaimer: Public documents and records are available to the public as required under the Washington State Public Records Act (RCW 42.56). The information contained in all correspondence with a public entity may be disclosable to third party requesters under the Public Records Act

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, May 20, 2021 4:41 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology-Former Orchards SEPA (FormerOrchards@ecy.wa.gov) <FormerOrchards@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Clark Posey <Clark.Posey@co.benton.wa.us>; PARKS <PARKS@co.benton.wa.us>; Mike Wilson <Mike.Wilson@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton

PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: Agency Review of t5he Preliminary plat of Mammoth Acres SUB 2021-004

Please see the attached for agency review of the preliminary plat of Mammoth Acres - SUB 2021-004. If you have any comments please contact our office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Clark Posey
Sent: Friday, May 21, 2021 8:40 AM
To: Planning Department
Subject: RE: Agency Review of t5he Preliminary plat of Mammoth Acres SUB 2021-004

Fire Marshal Comments for:

SUB 2021-004 Mammoth Acres Subdivision Parcel # 1-2388-100-0003-000

Ron Duncan
632 W Sylvester St
Pasco, WA 99301

As the road will be a county road and will be constructed to county specifications the only comments I have is if driveways are 200' (feet) or more,
the applicant or new lot owners must comply with BCC 3.18.045 for Driveways and Private Roads.

Thank you,

Clark

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Thursday, May 20, 2021 4:41 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; City of Kennewick - Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology-Former Orchards SEPA (FormerOrchards@ecy.wa.gov) <FormerOrchards@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Clark Posey <Clark.Posey@co.benton.wa.us>; PARKS

<PARKS@co.benton.wa.us>; Mike Wilson <Mike.Wilson@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: Agency Review of t5he Preliminary plat of Mammoth Acres SUB 2021-004

Please see the attached for agency review of the preliminary plat of Mammoth Acres - SUB 2021-004. If you have any comments please contact our office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

PCM 1.13

Please check each one that you feel is appropriate for your agency.

If you have any comments or objections - please elaborate under item no. 9.

		Approval	Object
1.	Lot size of _____	_____	_____
2.	Access (Roads, alleys & other public ways)	_____	_____
3.	Water Supply	_____	_____
4.	Sanitary waste disposal systems	_____	_____
5.	Parks and Playgrounds	_____	_____
6.	Fire protection facilities	_____	_____
7.	Drainage and storm water easements	_____	_____
8.	Utility easements (Phone, water, gas, etc.)	_____	_____

9. A 10.00 foot utility easement needs to be provided along all roads, between each parcel and where the existing overhead power runs east to west in the access road.

BPUD will need to be informed of any need for three phase power for well pumps prior to power layout.

I certify that the above recommendations are adequate for this agency.

Signature Tina Glines

Agency Benton PUD

Date 5/26/2021

Project Name Mammoth Acres Preliminary Plat

File No. SUB 2021-004

Allyson Brooks Ph.D., Director
State Historic Preservation Officer

June 3, 2021

Greg Wendt
Principal Planner
Benton County
PO Box 910
Prosser, WA 99350

In future correspondence please refer to:
Project Tracking Code: 2021-06-03210
Property: Benton County_Mammoth Acres Subdivision (EA 2021-014)
Re: Survey Requested

Dear Greg Wendt:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. Our statewide predictive model indicates that there is a moderate-to-low probability of encountering cultural resources within the proposed project area. However, very few cultural resource studies have been performed in this area, and archaeological sites have been found on many landforms in Benton County. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted prior to ground disturbing activities. We also recommend consultation with the concerned Tribes' cultural committees and staff regarding cultural resource issues.

These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

Thank you for the opportunity to comment on this project and we look forward to receiving the survey report. Please ensure that the DAHP Project Number (a.k.a. Project Tracking Code) is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Transportation Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

BENTON COUNTY WA
PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: DOUGLAS D'HONDT

CC: CRISTINA WOODS

DATE:6/7/2021

SUBJECT: PRELIMINARY PLAT – SUB 2021-004 MAMMOTH ACRES & EA 2021-014

Please add the following as conditions of final approval for the above reference plat:

1. During the review of the above subdivision Public Works discovered the existence of a parcel of unknown ownership, parcel numbered 123881008888888 where 297 PR SE runs through the length of that parcel and through 123881000003000, the parcel being subdivided. Local residents being served by 297 PR SE will be negatively impacted by the addition of 12 lots, as their gravel access will likely be used as a short cut. Additional traffic to that portion of 297 PR SE between Clodfelter Road and the proposed road for the development from the development is anticipated. This will impact those who pay to manage that portion of the road and will increase dust emissions. It will also require the road to serve more parcels than currently allowed by County code. Therefore, this portion of the road shall be constructed to county road standard and the underlying 60 feet of property shall be dedicated as county right-of-way the entire length.

2. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington

3. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer

4. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed

5. The pavement return radius at all intersections shall be a minimum of 35 feet

6. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

7. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

8. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans

9. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement

10. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington

11. Dedicate 60 feet for County right of way extending from the cul-de-sac to the boundary line of lot 6 and 7

12. Existing multi use access to Clodfelter shall be improved to meet current County standards

13. Access to parcels 123881012842001, 123881012842003, 123881011085002, 123881011375002, 123881012341002 shall be provided to the new County road, following standard R-3
14. Pave the access from E 297 PR SE to the proposed new road following standard R-4 Urban Local Access
    https://www.co.benton.wa.us/files/documents/R-4Standardasof4-25-20172151135250305l9AM.pdf

Add the following notes to the face of the final plat

1. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

2. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access

3. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

4. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations

5. No lot in this subdivision shall have direct access to Clodfelter Road

6. Lots 4 and 5 shall not have direct access to 297 PR SE

PCM 1.16

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
1250 West Alder Street • Union Gap, Washington 98903-0009 • (509) 575-2490

June 7, 2021

Michelle Cooke
Benton County Planning
PO Box 910
Prosser, WA 99350

Re: SEPA Register 202102638, SUB 2021-004, EA 2021-014

Dear Michelle Cooke:

Thank you for the opportunity to comment during the Optional Determination of Non Significance process for the Mammoth Acres subdivision, proposed by Rob Duncan. We have reviewed the documents and have the following comments.

WATER QUALITY

Project with Potential to Discharge Off-Site
If your project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/. Please submit an application or contact Lloyd Stevens, Jr. at the Dept. of Ecology, (509) 574-3991 or email lloyd.stevensjr@ecy.wa.gov , with questions about this permit.

WATER RESOURCES

In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

If you have any questions or would like to respond to these Water Resources comments, please contact **Christopher Kossik** at (509) 454-7872 or email at christopher.kossik@ecy.wa.gov .

Sincerely,

Gwen Clear

Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepa@ecy.wa.gov

Donna Hutchinson

From: Rebecca Warrington <rebeccaw@bfhd.wa.gov>
Sent: Wednesday, June 9, 2021 3:49 PM
To: Donna Hutchinson
Cc: Justin Gerber
Subject: [EXTERNAL] RE: Notice of Application EA 2021-014 Mammoth Acres Subdivision

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Donna,

We don't have comments at this time on the SEPA checklist. Just on the notes for the final plat the statement below needs to be included:

> "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

Thank you. Have a great afternoon!

Please feel free to contact me with questions or concerns.

Thank you,

Rebecca Warrington
Environmental Health Specialist
Land Use, Sewage and Water Section

Benton-Franklin Health District
7102 W. Okanogan Place
Kennewick, WA 99336
p: 509.460.4335
www.bfhd.wa.gov rebeccaw@bfhd.wa.gov

Follow us on

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Tuesday, June 8, 2021 2:28 PM
To: Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Deana Chiodo <deanac@bfhd.wa.gov>; JoDee Peyton <Jodeer@bfhd.wa.gov>
Subject: FW: Notice of Application EA 2021-014 Mammoth Acres Subdivision

PCM 1.18

BENTON COUNTY WA
PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: DOUGLAS D'HONDT

CC: CRISTINA WOODS

DATE:6/16/2021

SUBJECT: CLARIFICATION TO WHICH PORTION OF 297 PR SE IS TO BE IMPROVED AS REQUESTED IN THE PRELIMINARY PLAT COMMENTS SENT ON 6/7/2021 –SUB 2021-004 MAMMOTH ACRES & EA 2021-014

Public Works is requesting mitigation to the impact this development will have to the existing residents being served by 297 PR SE. The portion of 297 PR SE on parcel 123881008888888 and the portion East of the new proposed road shall be improved to meet current County standards, and 60 feet of right of way shall be dedicated to the County. That portion West of the new proposed road shall remain in its current condition except for the addition of a paved road approach connecting to the new proposed road, following standard R-4.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	8/31/2021
Subject:	Request to go to Public Hearing
Presenter:	Linda Ivey
Prepared By:	Linda Ivey
Reviewed By:	Jerrod MacPherson

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

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

Summary / Background Information

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

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

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

Per Budget Policy (Resolution 2019-753), in order to meet operational needs, the Election Reserve Fund, 0111-101, should maintain a minimum fund balance of $500,000 and at any time during the year, an operating transfer may be approved by the Board of Benton County Commissioners.

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

Fiscal Impact

Fiscal Impact to Current Expense - $11,083,700.

- Park Development Fund - $115,000
- Capital Projects Fund - $10,098,700
- Sustainable Development Fund - $130,000
- Fairgrounds Operating Fund - $300,000
- Election Reserve Fund - $440,000

Recommendation

The Finance Manager recommends that the Board of Benton County Commissioners go to Public Hearing on September 21, 2021 to potentially approve the request for a budget adjustment for the General Fund, fund number 0000101, Non-Departmental, Department 115.

Suggested Motion

The Board of Benton County Commissioners hereby approve going to Public Hearing on September 21, 2021 for the potential approval of the request for a budget adjustment to the General Fund, fund number 0000101, Non-Departmental, Department 115, in the amount of $11,083,700.

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR BUDGET ADJUSTMENT

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

Request Summary

Expenditure

BARS Number	Item Name	Additional Amount	Revised Budget
597.100.0017	Capital Projects Fund	10,098,700	16,313,700
597.100.0002	Sustainable Development	130,000	130,000
597.100.0006	Park Development	115,000	115,000
597.100.0019	Fairgrounds Operations	300,000	800,000
597.100.0009	Election Reserve	440,000	1,060,000
	Total Adjustment	$11,083,700	

Revenue

BARS Number	Item Name	Amount
291.74.0001	Fund Balance	11,083,700
	Total Revenue	$11,083,700

Basis for Budget Adjustment (Attach Documentation as Appropriate):
Per the Budget Policies and Procedures (Res 2019-753), any cash carry forward that would bring the Current Expense Fund, 0000-101, in excess of 13% of the 2021-2022 year's operating budget (in the case of a biennium budget only one year) may be transferred. Additionally, per the Budget Policies, in the Election Reserve Fund, 0111-101, to meet operations needs a minimum fund balance of $500,000 should be maintained, and at any time during the year, an operating transfer may be approved by the Board of County Commissioners.

Commissioners

☐ Approved for Hearing

☐ Denied

CHAIRMAN

Review Notes:

COMMISSIONER

COMMISSIONER